COLLECTIVE AGREEMENT

BETWEEN

PORCUPINE HEALTH UNIT
(hereinafter referred to as the “Employer”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL #1812
(hereinafter referred to as the “Union”)

January 1, 2020

to

December 31, 2022
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ARTICLE #1 -- PREAMBLE

1.01 The reasons for this Collective Agreement are as follows:

1. To Maintain and promote the existing harmonious relations and settled conditions of employment between the Employer and the Union.

2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, and conditions of employment, etc.

3. To encourage efficiency in operation.

4. To promote the morale, well-being and security of all the employees in the Bargaining Unit of the Union.

5. To promote co-operatively the best community health services.

1.02 The Union and the Employer benefit from and are bound by this Collective Agreement.

1.03 If the context permits, singular and plural terms include both singular and plural meanings and gendered terms include any gender.

ARTICLE #2 -- MANAGEMENT RIGHTS

2.01 The Union recognizes that the management of the Porcupine Health Unit and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer. The Employer agrees that it will not exercise its rights in a manner inconsistent with the provisions of this agreement.

ARTICLE #3 -- RECOGNITION AND NEGOTIATION

3.01 The Employer agrees and recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of the Porcupine Health Unit, save and except the Medical Officer of Health, CAO, Executive Assistants, Human Resources Officer, Managers, Epidemiologist, students and persons presently covered by the existing Collective Agreements between the Porcupine Health Unit and the Ontario Nurses’ Association, and hereby consents and agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties of this Agreement, looking towards a peaceful and amicable settlement of any difference that may arise between them.

3.02 WORK OF THE BARGAINING UNIT

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting or emergencies and provided that the act of performing the aforementioned
operations, in itself, does not reduce the hours of work or pay of any employee.

3.03 NO OTHER AGREEMENTS

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representative which may conflict with the terms of this Collective Agreement.

ARTICLE #4 -- NO DISCRIMINATION

4.01 EMPLOYER AND UNION SHALL NOT DISCRIMINATE

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his or her membership or activity in the Union.

ARTICLE #5 -- UNION SECURITY

5.01 All employees of the Employer covered by this agreement, as a condition of continuing employment, shall become and remain members of the Union, according to the Constitution and By-laws of the Union, and all future employees of the Employer shall, as a condition of continued employment, become and remain members in the Union within thirty (30) days of employment with the Employer.

5.02 The Employer agrees to deduct dues and initiation fees from the salaries of the members of the Union in the amount certified by the Union to the Employer to be currently in affect according to the Constitution and By-laws of the Union, and to remit the amount of dues and initiation fees so collected, together with a detailed list of employees for whose wages the deductions have been made, to the National Secretary-Treasurer of the Union within the following month.

5.03 The Employer shall advise the Union of all hirings, lay-offs, recalls, and transfers and terminations of members of the Bargaining Unit.

ARTICLE #6 -- MUTUAL RIGHTS

6.01 The parties agree that there shall be no lock-outs, strikes, slow downs or other stoppages of, or interference with work which would cause any interruption of services during the life of this Agreement.
ARTICLE #7 – NEW EMPLOYEES

7.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and will supply them with copies of the Collective Agreement at the time of hire. All other employees shall receive a copy of their Agreement following all renewals.

7.02 The Employer agrees that an officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

ARTICLE #8 – CORRESPONDENCE

8.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer or designate, and the Secretary of the Union or designate.

8.02 Personnel File

All documents of a disciplinary nature to be added to an Employee's Personnel File shall be shown to the Employee and the Employee shall be afforded the opportunity to respond in writing to any such document. Such written response by an Employee shall become part of the Employee's Personnel File.

Any written reprimand or written case of discipline shall be removed and destroyed after a period of twenty-four (24) months provided that the employee's record has been discipline free for such twenty-four (24) month period.

ARTICLE #9 – LABOUR-MANAGEMENT COMMITTEE

9.01 ESTABLISHMENT OF COMMITTEE

A Labour-Management Committee shall be established consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties to this Agreement in the interests of maximum service to the public.

9.02 MEETINGS OF COMMITTEE

The Committee shall meet at a mutually agreeable time and place. Employees shall not suffer any loss of pay for time spent with the Committee.

9.03 REPRESENTATIVE OF CANADIAN UNION

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. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance upon first advising the Employer of his presence on the premises.

9.04 The Employer shall have similar rights of assistance of persons of its choosing in the manner specified in Clause 9.03.

ARTICLE #10 – UNION COMMITTEES

10.01 The Employer acknowledges the right of the Union to appoint or otherwise select Committees and the number of stewards as indicated in Section 10.04 of this Article. The Union shall advise the Employer in writing of the personnel serving on these Committees, and also the names of the stewards.

10.02 The Union acknowledges that stewards, members of the Committees, and Union Officers have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their immediate supervisor and such permission shall not be unreasonably withheld.

10.03 When resuming their regular duties, they shall report to their supervisor and shall give a reasonable explanation with respect to their absence.

10.04 STEWARDS

The employees shall be represented by four (4) stewards. It shall be the duty of the stewards to see that the spirit and terms of this Agreement are carried out, and to assist employees in presenting their grievance to the representatives of the Employer.

10.05 NEGOTIATION COMMITTEE

The Union shall appoint or otherwise select a Negotiating Committee, of no more than five (5) members. It shall be the duty of this Committee to negotiate an Agreement with the Employer (and/or any modification, renewal or extension thereof), and it shall negotiate any dispute as to the interpretation, meaning or application of the terms and provisions of this Agreement with the Employer.

ARTICLE #11 – GRIEVANCE PROCEDURE

11.01 Complaints and grievances shall be in writing and shall be dealt with in the following manner and sequence. For purposes of this Article, Saturday, Sunday, and Paid Holidays shall be excluded from the time designation. All grievances shall be lodged within fourteen (14) working days after the matter complained of first came to the attention of the employee, a group of employees, or the Union.
Stage 1

The employee, accompanied by a Steward, shall take the matter up with the Chief Administrative Officer or her or his designate; failing settlement within ten (10) working days, then,

Stage 2

The employee, accompanied by a Grievance Committee shall take the matter up with the Medical Officer of Health or her or his designate. Failing settlement within ten (10) working days, then, the matter may be referred to Arbitration.

Group Grievance

In case a group of employees have a grievance or an alleged grievance, it shall be taken up by the Grievance Committee starting at Stage 2.

General

Any differences arising directly between the Union and the Employer concerning the interpretation or violation of the terms or provisions of this Agreement may be submitted by either party to the other at Stage 2.

Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Stage 2.

Any and all the time limits fixed by this Article may at any time, be extended by agreement in writing between the Employer and the Union.

The Employer and the Union shall agree on forms for presentation of grievances and recording of decisions.

At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the employee or employees affected and any necessary witnesses and all reasonable arrangements shall be made to permit the conferring parties to have access to the offices to view disputed operations and to confer with the necessary witnesses.

ARTICLE #12 – DISCHARGE AND DISCIPLINE CASES

If an employee be discharged or disciplined and if he believes that he has been unjustifiably discharged or disciplined, he may have his grievance taken up under the Grievance Procedure, starting at Stage 2, if presented in writing within seven (7) working days after the date of such discharge or discipline, and not otherwise. Such grievance may be disposed of by any arrangement which is just and equitable in the
opinion of the parties, or in the opinion of a Board of Arbitration if the matter is referred to such a Board, and all financial settlements arising therefrom shall be made at the rates applicable less amounts otherwise earned during the time lost, or as awarded by the Board of Arbitration. This article does not apply to probationary employees as defined in Article 22.01.

ARTICLE #13 – ARBITRATION

13.01 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 exhausting any Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party’s appointee to an Arbitration Board.

The recipient of the notice shall, within twenty (20) working days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within twenty (20) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman upon the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee and Employer affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.

13.02 Each of the parties hereto shall bear the expenses of the Arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third party and any cost of the place of hearing of such arbitration, if and when the necessity arises. It is further agreed that the place of hearing of such arbitration shall be mutually agreed upon by the parties hereto.

13.03 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE #14 – SENIORITY

14.01 Subject to Article 14.20, seniority shall govern all promotions, transfers, and lay-offs, within the Bargaining Unit, provided the employee with the most seniority is qualified to fill the position.
14.02 Seniority is defined as the length of service with the Employer within the Bargaining Unit. Seniority shall begin from the last day of hiring.

14.03 The Employer shall post seniority lists on the Intranet, throughout the jurisdiction of the Health Unit, and notify the employees via email, including the seniority document, in January and July each year; these lists shall be corrected and brought up-to-date as required, with one copy being supplied to the Union. Protests regarding seniority standing must be submitted within thirty (30) days from the date seniority lists are posted, unless the employee is away by reason of sickness or accident, leave of absence or on holidays. No change in the seniority status of an employee shall be made unless concurred in by the Union. The list shall be compiled in such a manner to reflect the relative standings of permanent or regular employees, with a separate listing or grouping showing seniority standing for all part-time staff. The seniority list for full-time employees shall reflect each full-time employee's date of hire and the seniority list for part-time employees shall reflect each part-time employee's total accumulated hours of work. No corrections to the seniority list shall be made unless agreed to by the Union.

14.04 When a part-time employee is transferred by the Employer to full-time status, his seniority shall be converted from hours on the basis of 1820 hours of work equals one (1) year of seniority, and when a full-time employee is transferred by the Employer to part-time status, his seniority shall be converted to hours on the basis of one (1) year of seniority equals 1820 hours.

ARTICLE #14.1 - LAY-OFF AND RECALL

14.10 Should circumstances require a reduction in the working forces in the jurisdiction of the Health Unit, temporary and casual employees shall be laid off first and then starting with those with the least seniority. Working forces means staff employed by the Health Unit in a permanent position or for more than (13) consecutive months.

14.11 When an employee has been laid off under section 14.10 of this Article, and the position has re-opened, the employee shall be called back on a seniority basis.

14.12 When employees are to be recalled by the Employer, they shall be notified by registered mail to their last place of residence known to the Employer, and if they fail to notify the Employer of their intentions within fourteen (14) days after the mailing of such notice, then the Employer shall be under no obligation to re-employ them.

14.13 The parties agree that the following procedures will apply with respect to lay-offs and recall;

1. A “Lay-off” shall include any reduction in an employee’s hours of work.

2. Employees who are laid-off may exercise their seniority rights by bumping a less senior employee from his or her position provided they are qualified to perform the work of the position they are bumping to. Part-time employees may not bump into full-time positions. If a full-time employee chooses to bump
into a permanent full-time position, that employee will be removed from the recall list.

3. If a full-time employee cannot bump into a position that provides her or him with full-time hours, she or he will be allowed to displace a less senior employee, however not to exceed full-time hours. She or he will retain recall rights as a full-time employee and will be eligible for any full-time position which may become available, as well as any temporary or casual vacancy based on seniority.

4. If a part-time employee cannot bump into a position that provides her or him with the same number of hours that she or he was entitled to prior to lay-off, she or he will be allowed to displace a less senior part-time employee in an office, however not exceeding the number of hours she or he was previously entitled to. She or he will retain recall rights as a part-time employee and will be eligible for any part-time position which may become available, as well as any temporary or casual vacancy based on seniority.

5. If a full-time employee is displaced for only part of her or his full-time hours and there is no less senior employee whom she can displace to obtain maximum full-time hours, she or he shall be entitled to continue the balance of hours and will be considered a part-time employee. She or he will retain full-time recall rights and will be eligible for any position resulting from a temporary or casual vacancy.

6. No new employees shall be hired into the bargaining unit until all those employees who retain the right to be recalled and who are qualified for the position have been given an opportunity to return to work.

7. Casual and/or temporary vacancies which the Employer intends to fill, shall be offered by seniority to employees on lay-off.

8. In the event of a lay-off, as defined by Employment Standards Legislation, which is anticipated to be long-term or permanent in nature, when an employee accepts a lay-off, she or he shall be entitled to receive severance pay in accordance with that Legislation. Severance will be based on the current uninterrupted employment period. Receipt of severance pay does not jeopardize the recall rights of an employee who accepts a lay-off.

9. Positions which become available will be offered to those on the recall list starting with employees who had been full-time and who have the greatest seniority before being offered to those employees who had been part-time. If the position is not filled, it will then be posted in accordance with clause 14.20 of the Collective Agreement.

10. Employees on the recall list who accept temporary work with the Employer or who refuse any position offered to them will maintain their position on the recall list.

11. Staff will remain on the recall list for a maximum period of two (2) years from the date of lay-off.
ARTICLE #14.2 – JOB POSTINGS

14.20 When a vacancy occurs or a new position is created within the Health Unit jurisdiction, it shall be posted on the Health Unit intranet website as an internal posting and shall remain posted for five (5) working days as follows:

Department Position

Employees with seniority status, who have completed eighteen (18) months continuous service in their current work assignment, program area, or geographic base, may make application for the job in writing and the job shall be awarded to the employee with the greatest seniority, provided qualifications, performance and ability are equal.

Notwithstanding the above, employees who have not completed the eighteen (18) months, referred to in the previous paragraph, may express an interest in the posted position. Such individuals may be considered at the Employer's sole discretion, for the posted position, should no staff make application under the previous paragraph.

Nothing in this article impinges upon the Employer's exclusive right to direct the working force, including the right to allocate work or program assignments or to amend such assignments.

14.21 The Employer shall not be required to post more than twice to fill one vacancy. After the second vacancy, any subsequent vacancy can be filled at the Employer's discretion:

i.e. Employee A resigns, Employee A's position is posted and filled by Employee B - Employee's B's position is posted and is filled by Employee C. The Employer is then free to fill the vacancy created by Employee C at its discretion.

14.22 Permanent employees shall be given preference in filling the job. Upon creation of all new jobs, the Employer and the Union shall agree on rates of pay and working conditions, etc. In the event that no permanent employee is qualified to fill the job that is open or a new job which is created, then the Employer may employ anyone it so desires who qualifies for the position; the Employer also reserves the right to hire employees on a temporary basis to take care of emergencies. Appointment from within the bargaining unit shall be made within ten (10) days.

ARTICLE #14.3 – TRIAL PERIOD

14.30 The successful applicant shall be placed on trial for a period not to exceed six (6) months. Conditional on satisfactory service, such trial promotion shall become permanent after the specified period. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period not exceeding six (6) months, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and former wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former
position without loss of seniority and former wage or salary.

ARTICLE #15 -- LEAVE OF ABSENCE

15.01 Upon request of the Union, the Employer agrees to allow leave of absence with pay and without loss of seniority for one (1) member to attend the National Convention of the Canadian Union of Public Employees, or of the Ontario Division Convention of the Canadian Union of Public Employees provided the overall leaves concerned do not exceed six (6) working days in any one (1) year.

It shall be the responsibility of the Union to advise the Employer in writing no later than fourteen (14) days prior to the conventions, of the Union's intention of sending a delegate(s).

15.02 (a) The Employer, shall, on application from the Union, grant a one (1) year's leave of absence without pay to any employee selected to work full-time for the Union. Such request shall be in writing one (1) month prior to the leave of absence, if possible. Any leave of absence granted by the Employer shall be in writing.

15.02 (b) The Union, shall, on application from the Employer, grant up to a one (1) year's leave of absence to any member selected to work in a non-union capacity for the Employer. Such application shall be made in writing to the Union at least one (1) month prior to the commencement of the leave, unless the Union agrees to a shorter notice period.

During the leave period the Employer may re-instate the member to his or her former position without loss of seniority. The employee will not accumulate seniority during the leave period.

15.03 Any employee given a leave of absence shall not lose any of his seniority rights.

15.04 The Employer shall grant three (3) working days leave of absence with pay to employees who wish to attend funerals or the celebration of life ceremony of members of their immediate families. Immediate families shall mean mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and any other family members for whom the employee is required to administer bereavement responsibilities.

In the event of a death of a spouse, child/step child, mother/step mother, father/step father, sister/step sister or brother/step brother the Employer will grant five (5) working days leave of absence with pay. "Spouse" for the purposes of bereavement leave will be defined as in the Family Law Act and will include a partner of the same sex. Where the employee is required to travel over four hundred and fifty (450) kilometers one-way, an additional one day leave with pay will be granted.

15.05 PREGNANCY AND PARENTAL LEAVE

Pregnancy and parental leave provisions will comply with the Employment Standards Act.
An employee who is on Pregnancy and Parental Leave as provided for in this Agreement, who has applied for and is in receipt of Employment Insurance pregnancy and/or parental benefits pursuant to the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly Employment insurance benefits and any other earnings. Such payment shall apply following completion of the Employment Insurance waiting period and receipt by the Employer of the employee’s proof that he/she is in receipt of Employment Insurance pregnancy and/or parental benefits and shall continue for a maximum period of fifteen (15) weeks for pregnancy/parental or adoption leave.

15.06 Such leave may be initiated by the employee on presenting a certificate by a legally qualified medical practitioner stating that the employee is pregnant and specifying a date on which, in his opinion, delivery will occur. The cost of medical certificates shall be borne by the Employer.

15.07 EMPLOYER PAYMENT OF EMPLOYEE BENEFITS DURING PREGNANCY AND PARENTAL LEAVE

During the period of pregnancy and parental leave, the Employer shall continue to pay the Employer's share of the hospital, medical and group life insurance and other employee benefits of this Agreement.

15.08 PAID JURY OR COURT WITNESS DUTY LEAVE

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any criminal court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

15.09 EDUCATION LEAVE

The Employer recognizes that there are certain courses of instruction which employees may take in order to better fit them for employment with the Employer. The Employer may grant leave of absences with pay and without loss of seniority to an employee in respect of such courses and will also pay the costs of such course, on the employee's successful completion of said course.

15.10 GENERAL LEAVE

An employee may be entitled to a leave of absence without pay when he requests such leave for good cause. Such requests shall be in writing and shall state the purpose of the leave of absence. Any leave of absence approved under this clause shall terminate upon the employee accepting other employment, including self-
employment. Such leaves will only be considered where an employee has exhausted his/her vacation credits.

Vacation credits shall not accrue during any unpaid leave of absence exceeding thirty (30) consecutive days. Employees on a pregnancy/parental leave will receive their eligible weeks of vacation pay pro-rated based on gross pay.

Employees on a leave of absence without pay which extends beyond three (3) months who wish to maintain their welfare benefits beyond that three (3) month period, may do so by paying the whole of the cost of the required premiums of each of the plans in which the employee is enrolled.

15.11 SPECIAL LEAVE

When an illness in the family occurs, and no other person, other than the employee can provide for the needs of the family during the illness of an immediate member of the family, after notifying their immediate supervisor, the employee may use a maximum of two (2) sick leave credits per year and/or take a vacation period and if no vacation time is remaining in that particular year, they may borrow up to one (1) week of vacation time from the next succeeding year.

Clarity Note: (Immediate families shall mean mother, father, spouse, son, daughter, mother-in-law, father-in-law).

15.12 TIME OFF FOR MEDICAL APPOINTMENTS

Every effort shall be made by employees to schedule medical and healthcare appointments outside of their scheduled work hours. Where it is not possible to do so, an employee may attend to such appointments during working hours, provided that permission is received from the employee's manager. Such absences shall be deducted from the employee's accumulated sick leave credits or from the employee's earnings if there are no accumulated sick leave credits. The employee may be required to show proof of the medical or dental care obtained. The cost of obtaining said proof shall be borne by the Employer.

ARTICLE #16 – PAID HOLIDAYS

16.01 Employees on the active payroll shall be entitled to the following paid holidays:

- New Year's Day
- January 2nd
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday (August)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

And any other day proclaimed as a holiday by the Federal or Provincial Government. Where a Municipal Government declares a holiday, said holiday shall be applicable
only to those employees who reside in the geographic confines of that municipality.

16.02 If a paid holiday as defined in Section 16.01 of this Article falls on a Saturday, Sunday or day off, all employees shall be entitled to the following Monday and/or Tuesday or previous Friday which shall be observed as the Holiday.

16.03 If required to work on any of the above mentioned days, in addition to the regular day's pay, the employee shall be paid (double his rate of pay) for such work performed. Employees must work the day before and the day after such holidays unless properly excused by the Department Head, or unless away by reason of illness or accident, leave of absence or holidays.

ARTICLE #17 – VACATIONS WITH PAY

17.01 Full-time Employees shall receive annual vacations with pay based on the following entitlement:

Start to the completion of ten (10) years of service, from date of last hire, with the Employer - 1.67 days per month of service.

From the completion of ten (10) years of service to the completion of twenty (20) years of service, from date of last hire, with the Employer - 2.08 days per month of service.

From the completion of twenty (20) years of service, from date of last hire, with the Employer - 2.50 days per month of service.

Employees who work between 1,300 and 1,819 hours per year will receive the above entitlement on a pro-rata basis with full entitlement to be based on 1,820 hours.

17.02 Should any of the paid holidays provided for in this Agreement, under Article #16, fall within the employee's vacation period, the Employer shall grant such an employee an extra vacation day with pay.

17.03 An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

17.04 Requests for vacation time to be taken between April 1st and September 30th of a given year must be submitted in writing to his/her Manager by February 1st. Vacation approval shall be granted no later than February 15th, first based on seniority and subject to the operation needs of the Porcupine Health Unit.

Requests for vacation time to be taken between October 1st and March 31st must be submitted in writing to his/her Manager by September 1st. Vacation approval shall be granted no later than September 15th, first based on seniority and subject to the operation needs of the Porcupine Health Unit.
Vacation requests submitted after these dates shall be approved on a first-come first-served basis subject to the operation needs of the Porcupine Health Unit. All requests will be responded to within fifteen (15) days.

ARTICLE #18 - SALARIES AND MILEAGE REIMBURSEMENT

18.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of his wages and deductions.

18.02 (a) Employees required to use their own automobiles for the Employer's business shall be reimbursed for such use on the following basis:

a. Effective May 1, 2014, an employee driving from one (1) to two hundred and forty-nine (249) kilometres in any one month, upon submission of his mileage account, shall be paid at the rate of fifty-five (55) cents per kilometre for each kilometre driven and recorded in that month.

Effective May 1, 2014, an employee driving two hundred and fifty (250) kilometres or more in any one month, upon submission of his mileage account, shall be paid $65.00 per month forty-nine (49) cents per kilometre for each kilometre driven in that month.

b. Employees designated to perform work in the enforcement of the Ontario Building Code, shall be paid an additional five (5) cents per kilometre for all kilometres driven on said assignments.

c. The Employer assumes no responsibility in connection with the operation or care of the motor vehicle involved.

d. The above rates may be amended from time to time by the Employer, however they may not be decreased below the above rates.

18.02 (b) a. Employees required to incur meal expenses with respect to authorized travel related to the Employer's business, shall be reimbursed, effective, June 27, 2018 for such expenses, in accordance with Health Unit policy, on the following basis:

<table>
<thead>
<tr>
<th></th>
<th>In Porcupine Health Unit Area</th>
<th>Outside Porcupine Health Unit Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$12.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>Lunch</td>
<td>$18.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>Dinner</td>
<td>$30.00</td>
<td>$45.00</td>
</tr>
</tbody>
</table>

Receipts are not required with respect to the above allowances.
b. The above rates may be amended from time to time by the Employer, however they may not be decreased below the above rates.

18.03 A Public Health Inspector, completing his/her training for certification purposes with the Porcupine Health Unit, will be paid $800 less per annum than the Staff Inspector rate as shown on Schedule "A", Start Category. Such individual shall be employed during said training period which shall be determined by the Employer. Such training period, in any event, will not exceed twelve (12) months. Such individuals who successfully complete the certification process and are promoted to the permanent position of Staff Inspector shall commence their probationary period upon notification of successful completion of the certification process. Public Health Inspectors in training may be discharged at any time during the training period without recourse to the grievance procedure.

18.04 Employees who are approved to act as a preceptor for an unpaid student in a post-secondary field of studies will receive the following allowance as a one time payment:

- preceptor for placements of 100 hours or less - $50.00
- preceptor for placements of more than 100 hours - $175.00

It is expected that students may also be supervised for short periods by other staff but only the approved preceptor will receive the allowance.

ARTICLE #19 - HOURS OF WORK AND OVERTIME

19.01 (a) The regular hours of work shall be eight (8) consecutive hours per day Monday to Friday to include a one (1) hour unpaid meal break.

19.01 (b) Overtime shall be paid for all hours worked in excess of seven (7) hours per day and/or thirty-five (35) hours per week.

19.01 (c) The Employer shall provide at least two (2) working days notice of any change to an employee's work schedule.

19.02 CALL BACK PAY GUARANTEE

An employee who is called back to work shall be paid for a minimum of three (3) hours at overtime rates.

19.03 Except as hereinafter stated, all employees shall be paid overtime rates as follows:

a. One and one-half (1½) times the regular rate for all overtime work, Monday through Friday.

b. One and one-half (1½) times the regular rate for all overtime worked on Saturday and/or Sunday.

c. For the purpose of the Agreement "overtime" shall mean as follows and shall be
authorized by the Supervisor:

-- All hours worked prior to an employee's scheduled starting time.

-- All hours worked in excess of the hours set out in Article 19.01 of this Agreement in any twenty-four (24) hour period.

d. Overtime may be accumulated and paid to the employee in June and December of each year. Equal time off in lieu of overtime may be taken by mutual consent of the supervisor and the employee.

19.04 Permanent employees shall have the preference of working overtime before temporary employees provided the work or duties are similar and in the same office.

19.05 Employees shall be entitled to two (2) fifteen minute rest periods each day, at times to be arranged mutually between the Department Head and the employee.

19.06 The positions of Inspection Coordinator and Emergency On-Call Inspector will participate in the Health Unit's On-Call Emergency Response System to a maximum of eight tours per calendar year. One tour is the equivalent of seven days of twenty-four hour on-call service.

In addition to the remuneration provided in the salary grid, staff members who are on-call will receive the following:

a. Three and one-half hours of paid time off for each paid statutory holiday occurring in their tour.

b. Overtime pay, in accordance with article 19.03, for call response time or accumulated telephone calls exceeding one-half hour per day occurring in their tour.

Staff may, upon agreement with the Employer, exceed the eight tours maximum. Such excess tours will be compensated by the staff member receiving an additional fourteen hours pay or compensating time off.

19.07 a. Notwithstanding any other provision in the Collective Agreement, with the exception of Article 19.06, the parties agree that the regular hours of work shall be up to ten (10) hours per day, Monday to Friday or a maximum of seventy (70) hours biweekly. The parties agree that there shall be no more than one (1) split, exclusive of meal breaks, in any one (1) working day. Notwithstanding the seventy (70) hour limit bi-weekly, a maximum of twenty-one (21) hours may be carried forward, to be scheduled as time off at a later date.

b. Any hours worked in excess of ten (10) hours per day or seventy (70) hours bi-weekly shall be paid for at overtime rates in accordance with clause 19.03 in the Collective Agreement.
ARTICLE #20 - SICK LEAVE

20.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

20.02 Sick leave shall be earned by employees on the basis of one and one-half (1 ½) days for every month of service. An employee shall be entitled to an accrual of all the unused portion of this sick leave for his future benefit, up to a maximum of three hundred and twenty (320) days.

20.03 All sick leave absences shall be deducted from accumulated sick leave credits, except that paid holidays shall not be included in any deductions.

20.04 An employee may be required to produce a certificate from a qualified medical practitioner for any illness, certifying that such employee is unable to carry out his duties due to illness. Medical certificates may be required at the sole discretion of the employer for each twenty (20) working day period the employee is absent in order to be entitled to pay. The cost of obtaining medical certificates shall be borne by the Employer.

Certified reported illness of three (3) or more consecutive working days occurring during vacation, reported at the time of illness, shall be considered sick time and not vacation time.

20.05 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave or lay-off.

20.06 Sick leave without pay may be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

20.07 Records of all unused sick leave will be kept by the Employer. Any employee is to be advised, on application, of the amount of sick leave accrued to his credit.

20.08 On severance, an employee having sick leave to his credit, shall receive a settlement equal to one-half the amount of such credits, at the rate of pay effective immediately prior to severance, or termination, but in no event shall the amount exceed six (6) months pay. In the event of death one-half of all accrued sick leave shall be paid as a settlement to the employee's estate, but in no event shall the amount exceed six (6) months salary.

Effective, January 1, 2000, the number of sick leave credits and the dollar amount of those credits, to which this article applies, shall not exceed the number of sick leave credits and the dollar amount of those credits as at January 1, 2000. If the number of sick leave credits on termination of employment are less than those accumulated at January 1, 2000, then the dollar amount of the credit as at January
20.09 An employee prevented from performing his regular work with the Employer, on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Compensation Act, shall receive from the Employer the difference between the amount payable by the Workplace Safety and Insurance Board and his regular salary, such difference being charged against sick leave credits registered for the employee so being compensated.

20.10 Benefit plan costs for employees on approved sick leave or WSIB benefits will be paid by the Employer for the first twenty-four (24) months of such absence. At the end of the twenty-four (24) month period the employee will be responsible for the total cost of all benefits.

ARTICLE #21 -- WELFARE BENEFITS

21.01 In addition to the Canada Pension Plan, every continuous full-time employee shall join the Ontario Municipal Employees Retirement System Plan. The Employer and the employee shall make contributions in accordance with the provisions of the plan.

21.02 The Employer shall pay 100 percent of the cost of the premiums of the following plans:

   a. Semi-private hospital care.

   b. Group Life Insurance and accidental death and dismemberment plans based on double the annual earnings of an employee.

21.03 The Employer will pay one hundred (100) percent of the cost of a drug plan in which prescriptions shall be paid for on the basis of thirty-five (35) cents deductible per prescription. The Employer will reimburse employee(s) for the cost of over-the-counter medications prescribed by a qualified medical practitioner and required by an employee in the course of approved medical treatment. (This also applies to an employee's dependents.)

21.04 Employees who work less than 1,300 hours per annum shall be paid bi-weekly in lieu of employee welfare benefits, an amount equal to thirteen (13) percent of their gross pay. Said payment shall constitute payment in lieu of vacation plans, sick leave, group life insurance, semi-private plan, drug plan, and any other “employee benefit” provided for in this Agreement.

Employees who work more than 1,300 hours per annum, but less than 1,620 hours per annum will accumulate sick leave credits on a pro-rata basis, and will be paid for Statutory Holidays, on a pro-rata basis, effective the end of June each year.

21.05 The Employer shall pay 100 percent of the cost of premiums of a dental plan, for all participating employees, based upon the current Ontario Dental Association fee guide.
Recall dental examinations will be every six (6) months effective as of the date of ratification of this Collective Agreement.

The Plan will cover fifty percent (50%) of the cost for orthodontic treatment, up to a maximum of $2,000 per individual covered.

21.06 VISION CARE BENEFIT

A vision care benefit will be provided to the employees with 100% of the premium being paid by the Employer. This vision care benefit will be as follows:

Eligible expenses means reasonable and customary costs for;

a. Eye examinations by an optometrist, but not more than one examination in a period of twenty-four (24) months (twelve (12) months for a dependent child under the age of eighteen (18));

b. Eye glasses and contact lenses, provided such appliances are necessary for the correction of vision and are prescribed by an ophthalmologist or optometrist, and repairs, subject to a maximum of $450 during the twenty-four (24) month period depending on the date an eligible expense for such appliances is incurred.

c. Eye glasses and contact lenses where an ophthalmologist certifies that such appliances are necessary as a result of a surgical procedure or for the treatment of keratoconus, subject to a maximum total lifetime eligible expense of $450.00 in respect of any one surgical procedure or for the treatment of keratoconus.

d. The employer agrees to offer to continue vision care plan coverage, up to age sixty-five (65) to those employees who retire and meet the following criteria:

- are at least fifty-five (55) years of age, at the date of retirement and the total of their age and service with the health unit, in terms of years, is at least eighty (80).

21.07 LONG TERM DISABILITIES (L.T.D.)

The Employer shall arrange for a long term disability plan which shall provide payment of 75% of salary to a maximum of $4,000 per month for full-time employees only, subject to a waiting period of 180 days after the declaration by the insurer of disability, with the Employer to pay 100% of the premiums for the plan.

21.08 DRUG PLAN

Effective June 17, 2005 (date of ratification of this Collective Agreement), the Employer agrees to offer to continue drug plan coverage, up to age sixty-five (65) to those employees who retire and meet the following criteria:
Are at least fifty-five (55) years of age, at the date of retirement, and the total of their age and service with the Health Unit, in terms of years, is at least eighty (80).

The Employer shall pay 100% of the cost of the premiums of said plan.

21.09 The Employer agrees to provide all employees with available booklets outlining details of all welfare benefits under this Collective Agreement.

21.10 It is understood that the Employer may at any time, substitute another carrier for any welfare benefits provided herein, provided that the level of benefits conferred thereby are not reduced.

Before making a substitution, the Employer shall notify the Union to explain the proposed changes. Upon request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

21.11 Employees in receipt of Welfare Benefits prior to age 65 years shall retain benefits up to age 70 years with the following exceptions:

a. Group Life Insurance and Accidental Death and Dismemberment plans will be based upon one times the employees annual earnings.

b. Ontario Drug Benefit is first payor with respect to drug benefits as of age 65 years.

c. Long Term Disability coverage will end on the day an employee reaches age 65 years less the elimination period of 180 days.

ARTICLE #22 -- PROBATION EMPLOYEES

22.01 All new employees shall be considered probationary employees and shall be on probation for the first six (6) months of their employment with the Employer, and after six (6) months, their name shall be placed on the seniority list, as of the original date of hiring. A probationary employee may be discharged at any time during the probationary period without recourse to the Grievance Procedure.

22.02 The Employer agrees to supply a list of any employees presently employed on a temporary, part-time or casual basis and to notify the Union when an employee is hired on a temporary, part-time or casual basis.

ARTICLE #23 -- GENERAL

23.01 PAY ON TEMPORARY TRANSFER, HIGHER RATED JOB

When an employee is assigned to a higher paying position, he shall receive the higher rate of pay while assigned to that position.
23.02 PAY ON TEMPORARY TRANSFER, LOWER RATED JOB

When an employee is assigned to a position paying a lower rate, his rate shall not be reduced.

23.03 PRIOR EXPERIENCE RECOGNITION

The Employer shall recognize prior experience with the Porcupine Health Unit when an employee is rehired so that he or she may be started at the proper increment.

ARTICLE #24 – BULLETIN BOARDS AND NOTICES

24.01 The Union shall be granted the use of bulletin boards and/or intranet to post notices relating to reasonable business of the Union.

24.02 Unless otherwise provided herein, any notice in writing which either party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

To the Employer:

Medical Officer of Health,
Porcupine Health Unit,
169 Pine St. South,
Postal Bag #2012,
Timmins, Ontario P4N 8B7

To the Union:

Canadian Union of Public Employees, and its Local #1812

24.03 Any notices so mailed shall be deemed given as of the next business day after date of mailing (Saturdays, Sundays, and Holidays excluded). The registration on receipt shall establish the date of mailing.

24.04 Work Site Access

The representative designated by the Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid. Management will be notified of such meetings prior to same.

24.05 Either party may change its address for services of notices at any time by notice as above mentioned.

24.06 JOB RATING

A Job Rating Committee to review position ratings only shall be constituted as follows:
Up to two members to be appointed by the Employer.

Up to two members to be appointed by the Union.

Applications for review of position rating by either the Employer or the Union shall be submitted to the Medical Officer of Health. Position ratings will be reviewed within sixty (60) days of the application. Any adjustments in pay shall be retroactive to the date the Committee established as the beginning date of the change in the position. In no case shall retroactive pay be awarded prior to January 1st in any one year. All decisions of the Job Rating Committee shall be empowered solely to adjust job ratings as a result of demonstrated increased responsibility or superior job requirements and shall not be required to alter position descriptions for meritorious performance. Any employee shall have the right to appear before the Job Rating Committee.

ARTICLE #25 -- TERMINATION AND RENEWAL

25.01 This agreement shall be in effect from the 1st day of January, 2020, and shall remain in effect until the 31st day of December 2022, and unless either party give to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change.

25.02 Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) day prior to the expiration date of the Agreement or any anniversary date of such expiration date.

25.03 If notice of amendments or termination is given by either party the other party agrees to meet for the purpose of negotiations within ten (10) days of the giving of such notice, if requested to do so.

25.04 The Employer agrees to recognize any duly elected successor to the Canadian Union of Public Employees and its Local #1812, if at any time the Union advises in writing of such successors.

25.05 There shall be fifteen (15) copies of the Agreement with original signatures. Three (3) copies shall be the property of The Porcupine Health Unit and twelve (12) copies shall be the property of CUPE, Local #1812. Except as otherwise agreed to in this Agreement, it shall be the responsibility of both parties to make sufficient copies thereof for their own use.

25.06 The following positions shall be abolished according to the effective dates of this Agreement. The Employer agrees, however, that should the positions of Clinical Dental Assistant, AV Technician, Chiropractor, Librarian, Environmental Technician, Accounts Payable Clerk, Physiotherapist, Occupational Therapist, Masters Audiologist, Bachelor Audiologist, Bachelors Social Worker, Janitor, Senior Hygienist, Masters Social Worker, Senior Inspector and Social Worker with the Mental Health Team be reinstituted at any time, they shall be reinstituted in accordance with Clause 14.2 of this Agreement.
ARTICLE #26 – ESSENTIAL SERVICES

26.01 The Employer and the Union agree to meet in 2019 to discuss the establishment of a Letter of Understanding regarding Employers services which may be considered essential and which would not be affected by a work stoppage.

ARTICLE #27 – VIOLENCE IN THE WORKPLACE

27.01 Workplace Violence is defined as:

   a. the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;

   b. an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;

   c. a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

27.02 The Porcupine Health Unit is committed to building and preserving a safe working environment for its employees. In pursuit of this goal, the Porcupine Health Unit does not condone and will not tolerate acts of workplace violence against or by any Porcupine Health Unit employee, client or third party in the workplace.

27.03 The employer will work in conjunction with the Health and Safety Committee to have in place policies, procedures and training to deal with workplace violence prevention.

27.04 The Health Unit will consider requests for reimbursement for damages incurred to the employee's personal property, such as eyeglasses, personal clothing, as a result of being assaulted while performing her/his work.

ARTICLE #28 – AMALGAMATION OR MERGER

28.01 In the event the employer may merge or amalgamate with any other body, the employer shall notify the Union and the affected employees as soon as they are reasonably able.

28.02 Upon such notification, the parties agree to discuss potential impacts on the employees of the Bargaining Unit. These discussions shall include but not be limited to pertinent financial and staffing implications.
<table>
<thead>
<tr>
<th>POSITION</th>
<th>START</th>
<th>END 1</th>
<th>END 2</th>
<th>END 3</th>
<th>END 4</th>
<th>END 5</th>
<th>END 6</th>
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<tbody>
<tr>
<td>Health Promoter</td>
<td>67,560</td>
<td>69,503</td>
<td>71,444</td>
<td>73,385</td>
<td>75,327</td>
<td>77,267</td>
<td>79,211</td>
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<tr>
<td>Assistant Health Promoter</td>
<td>45,828</td>
<td>47,700</td>
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<td>53,360</td>
<td>54,383</td>
<td>55,428</td>
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<td>71,444</td>
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<td>75,327</td>
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<td>79,211</td>
</tr>
<tr>
<td>Indigenous Engagement Specialist</td>
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<td>71,278</td>
<td>73,906</td>
<td>76,541</td>
<td>79,175</td>
<td>80,952</td>
<td>82,775</td>
</tr>
<tr>
<td>Dental Program Co-ordinator</td>
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<td>71,278</td>
<td>73,906</td>
<td>76,541</td>
<td>79,175</td>
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<tr>
<td>Family Home Visitor</td>
<td>45,828</td>
<td>47,700</td>
<td>49,590</td>
<td>51,472</td>
<td>53,360</td>
<td>54,383</td>
<td>55,428</td>
</tr>
<tr>
<td>Harm Reduction Outreach Worker</td>
<td>45,828</td>
<td>47,700</td>
<td>49,590</td>
<td>51,472</td>
<td>53,360</td>
<td>54,383</td>
<td>55,428</td>
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<td>85,092</td>
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# Local # 1812 Salary Grid

## CUPE Schedule "A" (2)

### Salary Grid

January 1, 2021 - December 31, 2021

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<th>POSITION</th>
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<th>END 1 $</th>
<th>END 2 $</th>
<th>END 3 $</th>
<th>END 4 $</th>
<th>END 5 $</th>
<th>END 6 $</th>
</tr>
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<tbody>
<tr>
<td>Health Promoter</td>
<td>68,641</td>
<td>70,615</td>
<td>72,587</td>
<td>74,559</td>
<td>76,532</td>
<td>78,503</td>
<td>80,478</td>
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<tr>
<td>Assistant Health Promoter</td>
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<td>48,463</td>
<td>50,383</td>
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<td>54,214</td>
<td>55,253</td>
<td>56,315</td>
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<td>78,503</td>
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<tr>
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<td>80,442</td>
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<td>84,099</td>
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<td>75,088</td>
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<td>80,442</td>
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<tr>
<td>Harm Reduction Outreach Worker</td>
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IN WITNESS THEREOF THE PARTIES hereto have hereunto set their hands and seals this 15th day of May, 2020.

THE PORCUPINE HEALTH UNIT

[Signatures]

THE CANADIAN UNION OF PUBLIC EMPLOYEES & ITS LOCAL #1812

[Signatures]