

COLLECTIVE AGREEMENT

BETWEEN

**THE COUNTY OF LAMBTON
(LAMBTON PUBLIC HEALTH)**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1291**

January 1, 2025 – December 31, 2027

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THIS AGREEMENT
between
THE COUNTY OF LAMBTON (LAMBTON PUBLIC HEALTH)
(hereinafter called "the Employer")
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1291
(hereinafter called "the Union")

WHEREAS, in the interests of efficient conduct and administration, it is desirable and necessary that there shall be harmonious relations between The County of Lambton (Lambton Public Health), and its Employees covered by this agreement through the Union, fair and reasonable remuneration for the services rendered, having regard to the responsibility attached to the position held, the nature of the duties thereof, the manner of their discharge and seniority in the service, security of tenure of office and promotion within the Department.

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

NOW, THEREFORE, to effectuate the foregoing, the Employer covenants and agrees with the Union as follows:

ARTICLE 1 - RECOGNITION AND SCOPE

- 1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1291 as the sole and exclusive bargaining agency for all Employees of The County of Lambton (Lambton Public Health), save and except Managers, Supervisors, persons above the rank of Supervisor, one Epidemiologist, one Health Promotion Consultant, two Confidential Secretaries, one Administrative Assistant and Registered and Graduate Nurses covered by the Ontario Nurses Association agreement.
- 1.02 (a) Student Employees hired under Make-work Programmes which are fully funded by Federal or Provincial Governments shall not be subject to any of the terms of this agreement. It is understood that the Employer's participation in these programmes will not, as a direct result, cause a lay-off in present staff.

- (b) If the government offers special funding during the life of this agreement and should bargaining unit members be on lay-off at that time, they will be given the opportunity of carrying out the work, provided they are qualified to perform the assignment, before the work is offered to others. This does not apply to student make-work programmes.

1.03 The Employer will notify the Union in writing of the hiring of students under the provisions of Article 1.02.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that the management of The County of Lambton (Lambton Public Health) and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer.

2.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement. It is understood by the Union that the express provisions of this agreement constitute the only limitations upon the Employer's rights.

ARTICLE 3 - WORK LIMITATIONS

3.01 Employees excluded from the bargaining unit shall not perform work normally carried out by bargaining unit Employees where such work, in itself, would result in a lay-off of bargaining unit Employees or would result in the reduction of normal and overtime working hours for bargaining unit Employees.

3.02 No Employee in the bargaining unit shall be laid off as a direct result of the contracting out of work normally and regularly performed by Employees in the bargaining unit.

ARTICLE 4 - UNION SECURITY

4.01 All Employees covered by this agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. All future Employees covered by this agreement shall, as a condition of continued employment, become and remain members in good standing in the Union within three (3) months of employment with the Employer.

4.02 The Employer agrees to acquaint new Employees with the fact that this agreement is in effect, and with the conditions of employment set out in articles dealing with Union Security and Dues Check-off.

4.03 All Employees covered by this agreement shall have deducted from each pay in each calendar month an amount equal to regular union dues that is levied upon all members in accordance with the Union's Constitution and By-laws, including the initiation fee of \$1.00 for all new Employees. The amount of union dues shall be communicated to the Employer by the Secretary-Treasurer of the Union from time to time. In the case of new Employees, such deductions shall commence on the first regular deduction date in which an Employee receives a pay. The Employer agrees to deduct whatever sum may be authorized from each pay in each calendar month, and to remit same to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month. Deductions shall be made in respect of all subsequent months, provided an Employee works any part of the month.

Accompanied by a list of names of all Employees from who the deductions have been made, the information shall include, employment status (such as full-time, part-time, temporary, casual), classification/job title, regular earnings, hours worked, and dues deducted.

4.04 The Union President or designate shall be given an opportunity to interview each new Employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of discussion with the new Employee the obligations to the Union.

4.05 **Union Meetings**
The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

4.06 **Union Electronic Bulletin Board**
The Employer will provide an electronic union bulletin board with access restricted to bargaining unit Employees. The bulletin board will be used solely for postings by the Union.

ARTICLE 5 - UNION, MANAGEMENT RESPONSIBILITIES

5.01 The Employer and the Union mutually agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Employee in the matter of hiring, salary, training, upgrading, promotion, transfer, discipline, discharge, or otherwise by reason of age, race, creed, colour, ancestry, citizenship, place of origin, disability, family status, gender identity, gender expression, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence nor by reason of their membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

- (a) The Corporation endorses the right of every Employee to work in an environment free from harassment as defined by the Ontario Human Rights Code, and provide Employees with a process for solving harassment complaints including the grievance process that might arise in accordance with the relevant County of Lambton Policy.
- (b) The parties agree to abide by the Employer's policies, procedures, rules and/or regulations as amended from time to time.

5.03 The Corporation of The County of Lambton (Lambton Public Health) endorses equal pay for work of equal value and will adhere to the Pay Equity Act as amended from time to time.

ARTICLE 6 - REPRESENTATION

- 6.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. No Employee or group of Employees shall be required or permitted to make written or verbal agreement with the Employer that may conflict with the terms of this Collective Agreement, unless otherwise required by legislation. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of the personnel with whom the Union may be required to transact business.
- 6.02 (a) A Union Management Committee shall be established consisting of not more than three (3) members of the Bargaining Unit as chosen by the Union and not more than three (3) representatives of the Employer. The Union Committee and the Employer will meet as soon as feasible after receiving the request, but no later than twenty (20) working days. Necessity for a meeting will be indicated by letter from one party to the other party delivered at least five (5) calendar days in advance of the scheduled meeting, containing an agenda of the subjects to be discussed.
- (b) Each member of the Union Management Committee shall receive their regular pay for all regularly scheduled working hours lost due to attendance at meetings with representatives for the Employer pursuant to Article 6.02 (a) of this Agreement.
- (c) Minutes of each meeting of the Union Management Committee shall be prepared and distributed as promptly as possible after the close of the meeting. Responsibility for preparation of minutes shall be rotated every six (6) months. Within fifteen (15) working days minutes shall be approved by each party prior to distribution.

- 6.03 The actual number of members of the Negotiating Committee shall be mutually agreed between the Employer and the Union, but in no case shall the number of either party exceed four (4). In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement.
- 6.04 The Employer shall make available to the Union, on request, information required by the Union, such as job descriptions, positions in the bargaining unit, job classification, salaries, pension and Employee Benefit plans required for collective bargaining purposes.
- (a) **Contact Information**
The Employer will provide to the Union a list of all the Employees in the bargaining unit at time of hire for new Employees, and annually for all Employees, at the request of the Union. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail.
- The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the Employee is on a leave of absence, the nature of the leave.
- The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on an annual basis.
- 6.05 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 discipline or grievance issues at a mutually agreed time.
- 6.06 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the General Manager and Corporate Manager, of Human Resources of the Employer as appropriate and the Union President.
- 6.07 The Employer will pay Union representatives their respective salaries for all regular time lost in processing grievances, negotiating renewals of this agreement and while attending meetings with the Employer. The Union understands and agrees that each representative is employed to perform work for the Employer and will not leave work without permission of their supervisor. Meetings outside of regular working hours will be held by mutual consent as to time and place.

ARTICLE 7 - BOARD RESOLUTIONS AND REPORTS

- 7.01 New rules and regulations or any changes to existing rules and regulations affecting the Employees shall be communicated to the Union within a reasonable time frame from the effective date.

ARTICLE 8 - STAFF CHANGES, ADDITIONS AND PROMOTIONS

- 8.01 (i) Subject to Article 18, when permanent job vacancies occur or new job classifications are created in the bargaining unit and the Employer desires to fill such a permanent job vacancy or new job classification, the posting will be made available on the applicant tracking system for a minimum of five (5) working days. Interested Employees shall make written application via the applicant tracking system for transfer into such vacancies within the aforementioned posting period. It is understood that working days excludes Saturdays, Sundays and Paid Holidays recognized in this agreement. Such notice shall contain the following information: nature of position, qualifications, education, salary rate or range.

(ii) **Job Evaluations**

Position descriptions for new positions or for positions requiring revisions shall be prepared by the Employer. The process of reviewing revised or new positions will be as per the jointly approved Terms of Reference for Pay Equity/Job Evaluation. Wage rates for new or revised positions shall be the subject of negotiations between the parties. Where agreement is not reached, the issue may be processed through the grievance procedure commencing at Step 2 and failing resolution may be referred to arbitration as specified in this collective agreement.

It is understood that the new salaries will be retroactive to the date an Employee was transferred to the new job classification or assumed the revised responsibilities.

The Union may also request that a job classification be reviewed in the same manner described above if it is felt that the content of a job has changed. In such case the Union will set forth in writing the reason(s) for the request.

- 8.02 Internal and external advertisement for additional bargaining unit Employees can be made concurrently. No external candidate will be considered until the internal applicants have been processed and completed in accordance with Article 8.03.
- 8.03 In making staff changes, transfers or promotions within the bargaining unit, appointment shall be made of the applicant with the greatest seniority and having the required qualifications as per 9.01(i) and 9.01(ii).

- 8.04 The successful applicant shall serve a trial period for a period of three (3) months. Conditional on satisfactory service, such trial promotion shall become an appointment after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds himself/herself unable to perform the duties of the new job classification, the Employee shall be returned to their former position without loss of seniority and at their former salary. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their position without loss of seniority and at their former salary.
- 8.05 (i) An Employee who is promoted to a higher paying job classification will receive the first rate of pay of the new job classification which is higher than the rate of pay the Employee was receiving just prior to the promotion. The Employee will move up the scale for this new job classification at one (1) year intervals thereafter until the Employee obtains the maximum for this job classification.
- (ii) In cases of promotion requiring higher specific qualification or certification, the Employer shall give consideration to the senior Employee who does not possess the required specific qualifications but is preparing for such qualification prior to filling a vacancy. Such Employee will be given an opportunity to qualify within a reasonable length of time, mutually agreed to, and to revert to their former position if the required qualifications are not met within such time. It is understood that such Employee will be paid ten (10) per cent below the existing salary rates for the classification the Employee is promoted to, during the qualifying period.
- 8.06 Subject to 8:07, newly hired part time and full time Employees shall be considered on a probationary basis for a period of four hundred and twenty (420) hours from the date of hiring. During the probationary period, Employees shall be entitled to all rights and privileges of this agreement, except that the employment of a probationary Employee maybe terminated for any reason including but not limited to unsuitability. After completion of the probationary period, seniority shall be effective from the original date of employment.
- 8.07 (i) Temporary Employees are persons hired for special projects, or during periods of heavy workload or to replace permanent Employees absent due to illness/injury (WSIB), leaves of absences, or vacation or for any other reason and whose employment as a temporary Employee does not exceed twelve (12) continuous months or the length of the pregnancy/parental leave or long term disability leave (as described in 14.03) or absence due to workplace injury or illness. Where the Employer has received funding for a temporary position of one (1) year, this position shall be considered temporary.

- (ii) A temporary Employee who remains in the employ of the County in a single position for the periods greater than those stipulated in 8.07 (i) above, without the prior approval of the Union or who has been accepted as a full-time Employee by the Employer, or is successful in obtaining permanent employment without a break in service shall therefore cease to be considered a temporary Employee and will become a permanent Employee. If a temporary Employee is successful in obtaining permanent employment without a break in service, then upon completion of the probationary period the Employee's seniority shall be effective from the original date of hire as a temporary Employee. The Employer shall not terminate temporary Employees in order to circumvent the provisions of this Article.
- (iii) The Employer need not post a temporary vacancy position, however will offer additional hours of work up to full-time hours to qualified part-time Employees within the bargaining unit.
- (iv) Temporary Employees shall be covered by articles 1, 2, 4, 5, 9 (for purposes of permanent job postings only), 10, 11, 16, 17, 19.01, 19.04, 19.05, 20 22, 23, 24 of this Agreement and paid the Schedule "A" Year 1 hourly rate.

Temporary Employees will receive paid holidays as stated in 12.01, and calculated as per Employment Standards Act. Temporary Employees are also entitled to 12.02.

Temporary Employees shall be paid a ten (10%) percentage in lieu of benefits and sick days, and four (4%) vacation pay.

8.08 The Union shall be notified in writing within ten (10) days prior to the start date of all appointments, hirings, and transfers in the bargaining unit. Will also notify the Union in writing within five (5) days, prior to (if possible) or after the date of the occurrence of all extended leaves of absence, terminations and resignations of employment and retirements in the bargaining unit.

8.09 An Employee who is unable to perform their regular work through injury, disablement, or compensable disease will be employed in other work if available. Seniority provisions of this agreement will apply. The Employer and the Union shall meet to discuss what alternate work arrangements are available for the Employee.

- 8.10
 - a) No full-time position shall be eliminated, reduced to part-time or converted to work share without direct discussions with the Union.
 - b) The Employer will provide the Union thirty (30) days notice if it intends to carry out any of 8.10 a)

c) There shall be no work/job share without mutual agreement of the parties.

8.11 Part-time Employees shall be any Employee who works 28 hours per week or less on a regularly scheduled basis.

8.12 A casual Employee is an Employee who is not regularly scheduled and who works on an interim replacement basis or on an occasional basis and is not a temporary Employee as defined in Article 8.07 (i).

ARTICLE 9 - SENIORITY

9.01 (i) Full-time seniority shall be based upon the length of continuous service within the bargaining unit. Where two or more Employees have the required qualifications, seniority shall be deemed the most important factor in considering appointments to staff vacancies within the bargaining unit.

(ii) For part-time, temporary and casual Employees, seniority shall be calculated on the basis of 1820 paid hours, equalling one (1) year. (Current part-time staff will maintain their previously acquired seniority).

(iii) Students do not accumulate seniority.

9.02 In determining the length of service for the purpose of seniority, continuity of service shall not be considered interrupted if:

(i) absence from the Employer's service is due to leave of absence granted by the Employer for a period not exceeding the Employee's accumulated seniority at the start of the leave of absence;

(ii) absence from the Employer's service is due to service in the Canadian Armed Forces, up to a period of two years;

(iii) the absence is due to a work or non work related illness or injury.

(iv) while absent on Pregnancy and/or Parental Leave

9.03 An Employee shall lose seniority and be deemed terminated for the following reasons:

(i) if the Employee resigns;

(ii) if the Employee is discharged and is not reinstated through the grievance and/or arbitration procedure;

- (iii) if the Employee is absent two (2) consecutive working days or more and during such time fails to notify the Employer of a reasonable excuse, therefore, it shall be considered that the Employee has resigned, unless there are extenuating circumstances to justify such failure.
- (iv) if the Employee has been on layoff for a period of twenty-four (24) months.

9.04 No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside of the bargaining unit, the Employee shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an Employee later returns to the bargaining unit within eighteen (18) months of the foregoing transfer, but not thereafter, the Employee shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an Employee holding greater seniority.

9.05 The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced and present classification. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in February of each year.

ARTICLE 10 - REMUNERATION

10.01 An Employee shall be classified and paid at salary rates in accordance with Schedule A which forms part of this agreement. If an Employee starts at a rate of pay above the minimum for their classification the Union shall be notified.

10.02 (i) Any changes in salary rates or the classifications as outlined in Schedule A, shall be as per article 8.01 (ii)

(ii) An Employee who is requested by their supervisor to perform the substantial duties of a higher rated classification for greater than one (1) day period will receive the first rate of pay of the new job classification which is higher than the rate of pay the Employee was receiving just prior to the request.

10.03 All the rights, benefits and privileges which the Employees now enjoy, receive or possess shall continue to be enjoyed, possessed and held by the Employees. In any reclassification and evaluation the present incumbent will not receive a decrease in earning.

10.04 Regular part-time Employees shall receive the salary rates, conditions of employment and perquisites specified in this agreement on a pro-rata basis according to their hours of work. An average of hours worked will be

calculated on a biweekly basis, and the average hours will determine the pro-rata basis that will be used for health and welfare benefits. Part-time premium costs will be pro-rated based on 28 hours per week versus 35 hours per week.

- 10.05 Where the Employer mandates a session to which an Employee must attend, the travel portion of the trip will be compensated at the Employee's straight time hourly rate. Where possible, travel time should occur during regular business hours. The regular hours of work shall be paid at the appropriate rate.

ARTICLE 11 - STANDARD HOURS OF WORK AND OVERTIME COMPENSATION

11.01 Normal Hours of Work

The normal work week shall consist of five (5) seven (7) hour days, exclusive of lunch periods, from Monday to Friday inclusive. The normal work day shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. and will include a one (1) hour unpaid lunch period. The schedule of hours shall be mutually agreed between the Employee and their immediate supervisor to ensure that the office is adequately staffed during the above hours. The Employer reserves the right to reschedule an Employee's working hours within the normal day if it becomes necessary.

Enforcement Officers:

- (i) Normal Hours of Work for Enforcement Officers:

Officers will work a flexible work schedule as approved by their Manager/Supervisor. Normal Hours of work shall be between the hours of 12:00 noon and 2:00 am Monday to Sunday, but shall not exceed seven hours per day or 35 hours per week, and there must be at least one twenty-four (24) hour period each week in which there are no hours of work. The normal hours may be adjusted to include time required for court appearances, staff meetings or meetings with the Employer which are scheduled for the morning.

- (ii) Shift Premium: A shift premium will be paid \$1.25 per hour Monday to Thursday 5:00 pm – 2:00 am, Friday 5:00 pm – 2:00 am Saturday, and \$1.75 per hour Saturday from 2:01 am to 2:00 am Monday and paid holidays in article 12.01.

The scheduled hours of work, as contained in 11:01 (i), may be altered by mutual agreement between the Employee and their immediate supervisor to ensure that programs and services are adequately delivered.

- 11.02 All Employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift.

11.03 **Overtime**
All time worked beyond seven (7) hours per day or thirty-five (35) hours per week, or on a holiday, shall be considered as overtime.

11.04 **Overtime Rates**
Overtime rates shall apply for work as follows:

- (i) On a regular work day of Monday to Friday, time and one-half (1 ½).

Instead of a cash payment for overtime, a full-time Employee may choose to receive time off at the rate of one hour for each one hour worked, to a maximum of five (5) days, accumulated in a calendar year.

Such lieu time shall be taken off at a time mutually agreed prior to December 31st in the year it was earned. If the time is not taken off, the Employee(s) shall be reimbursed at the appropriate overtime rate in effect at December 31st.

- (ii) On Saturday, Sunday and a Paid Holiday, double time (2x).

Instead of a cash payment for overtime, a full-time Employee may choose to receive time off at the rate of one hour for each one hour worked, to a maximum of five (5) days, accumulated in a calendar year.

Such lieu time shall be taken off at a time mutually agreed prior to December 31st in the year it was earned. If the time is not taken off, the Employee(s) shall be reimbursed at the appropriate overtime rate in effect at December 31st.

11.05 Employees shall not be required to lay-off during regular hours to equalize any overtime worked, unless arranged by mutual consent.

11.06 Part-time Employees working less than seven (7) hours per day, and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including seven (7) hours in the working day. Regular overtime rates shall apply after seven (7) hours in the working day or thirty-five (35) hours in the working week and for all work performed on Saturdays, Sundays or holidays.

11.07 Overtime and call-back time shall be divided equally among the Employees who are willing and qualified to perform the work that is available, if possible.

11.08 Overtime work shall be on a voluntary basis. The Employer will endeavour to keep overtime to a minimum.

11.09 **Meal Allowance**
Where an Employee covered by this agreement is required to work at least two (2) hours overtime contiguous to the normal workday or a full day of scheduled overtime on a weekend or Paid Holiday-their shall be provided with a meal by the Employer or a meal allowance of twelve dollars (\$12.00)

11.10 **Minimum Call-back Time**
An Employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

11.11 When an Employee is called in to work between 11:30 p.m. and 7:00 a.m., or if an overtime or work period ends during this time, taxi service to and from the home of the Employee shall be offered by the Employer.

11.12 **Flex time**
Employees may work during their lunch hour a minimum of fifteen (15) minutes to a maximum of forty-five (45) minutes per day in order to accumulate up to a maximum of five (5) flex days per calendar year. Employees must first advise their immediate supervisor prior to working during their lunch hour, of the meaningful and productive work being performed during their lunch hour. Scheduling the use of the five (5) flex days shall be by mutual agreement between the Employees and their immediate supervisor. Only Employees who are regularly scheduled to work a full day (7 hours, exclusive of lunch periods) may accumulate flex time on a pro-rated basis.

ARTICLE 12 - PAID HOLIDAYS

12.01 The Employer recognizes the following as Paid Holidays:

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

In addition to the above, the last working day preceding Christmas Day and the last working day preceding New Year's Day will be recognized as paid holidays and any other day proclaimed as a holiday by the Federal, Provincial or The County of Lambton (Lambton Public Health).

- 12.02 When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this agreement.
- 12.03 Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accord with Article 11.04.
- 12.04 If a paid holiday falls or is observed during an Employee's vacation period, they shall be paid for the holiday and that day shall be included as part of their vacation. (i.e. Monday is a holiday and a week's vacation is taken which would total to 4 days of vacation used and one paid holiday.)
- 12.05 In order to qualify for holiday pay, an Employee must work their full scheduled shift on each of the working days immediately preceding and immediately following the holiday concerned. However, an Employee on approved leave of absence with pay will receive full pay for the holiday.

ARTICLE 13 - VACATIONS

- 13.01 Employees shall receive an annual vacation with pay in accordance with the Employee's years of employment. The following schedule is based on a 26 week pay period in a year. Where such number of pay periods is greater the hours per pay period may vary. Employees will be allowed to accumulate 1.5 times their annual vacation entitlement into their vacation entitlement bank at any one time.

<u>SERVICE</u>	<u>VACATION CREDITS</u>
Less than one year service	4.85 hours per pay period (1.5 days/month)
One year, but less than ten years service	5.39 hours per pay period (four weeks)
Ten years but less than twenty-one years service	6.74 hours per pay period (five weeks)
Twenty-one years or more service	8.08 hours per pay period (six weeks)

- 13.03 An Employee terminating employment at any time in the Employee's vacation year before the Employee has had their vacation shall be entitled to a proportionate payment of salary in lieu of such vacation.

- 13.04 Vacation requests for the period of May 1st to April 30th shall be submitted no later than April 15th and shall be granted on the basis of seniority. Vacation requests made after shall be granted on a first come first served basis.
- 13.05 Vacation schedules shall be posted by May 01 each year and shall not be changed unless mutually agreed to by the Employee and the Employer. When vacation periods are requested and granted only vacation credits can be used for this period of time, save and except Article 13.07.
- 13.06 An Employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the Employee concerned and the Employer.
- 13.07 Sick leave may be substituted for vacation where it can be established by the Employee that an illness or accident was suffered by the Employee while on vacation. A medical certificate from a qualified Physician or Nurse Practitioner confirming the illness or accident must be submitted together with a letter requesting a deduction from sick leave.

ARTICLE 14 - SICK LEAVE

- 14.01 **Sick Leave Credits**
Effective with the coming into effect of the L.T.D. plan, all eligible Employees will accumulate one and one-half (1 ½) days per month as sick leave credits to be used strictly for illness or accident during the L.T.D. waiting period of one hundred and nineteen (119) calendar days.
- This new accumulation will have no ceiling and no cash value on termination or retirement.
- 14.02 **Long Term Disability**
Subject to the terms and conditions of the underlying policies and plans, Employees that work fulltime on a permanent basis are eligible for LTD coverage. The Employer reserves the sole right to change the insurance carrier as the Employer deems necessary provided that the benefit coverage is equal to or better than present coverage.
- Employees on long term disability leave in accordance with this section shall have their Employee benefits administered on the following basis:
- (a) During the first twelve (12) months from the date of such a disability, group life insurance, vision care, dental, O.H.I.P., semi-private hospital care and drug prescription plans will be continued in accordance with the cost sharing program in effect at the time of the disability.

- (b) During the next following twelve (12) month period, the Employer will pay fifty percent (50%) of the premium cost for such benefits.
- (c) Thereafter, the Employee will be responsible for one hundred percent (100%) of the premium costs.
- (d) No O.M.E.R.S. contribution will be made by either the Employer or the Employee while the Employee is on long term disability since provision is made under the O.M.E.R.S. plan for a disability pension or a waiver of deductions during the period of disability.

14.03 Time off will be granted to Employees to attend to immediate family members who require immediate medical care and attention due to short-term illnesses or injury. Such time off may be charged against accumulated sick leave credits and, in any case, will not exceed one (1) working day for each absence and shall not exceed three (3) days per year. Family responsibility days can only be taken off at a minimum of half (.5) day blocks of time. At the sole discretion of the Manager or designate an Employee may be granted more than one (1) day for an incident but in no circumstance shall an Employee exceed the annual maximum. The Employer reserves the right to request documentation to support the paid leave and such requests shall not be made unreasonably.

14.04 Where an Employee may be required to provide medical documentation certifying that the Employee was unable to carry out their duties due to illness or injury reasonable costs will be reimbursed by the Employer. For greater clarity, this provision does not apply to medical documentation required under any disability programs.

ARTICLE 15 - EMPLOYEE BENEFIT PLANS

The Employer reserves the right to change carriers on the insurance coverage with sixty (60) days notice to the Union (who shall have the opportunity to respond), provided the insurance maintains equal or better coverage.

15.01 **EXTENDED HEALTH BENEFITS:**
Effective the first of the month following the date of hire, the Employer shall pay 100% of the premiums of the following plans for full-time Employees and one hundred (100%) of the premiums on a pro rata basis for part-time Employees:

- (i) Ontario Health Insurance Plan plus Employer Health Tax
- (ii) Extended Health Benefits

Prescription Drugs

The insurer will issue drug cards for prescriptions to eligible Employees which eliminates the upfront cash payment to the pharmacist for eligible expenses. There is a \$10.00 dispensing fee cap.

Hospital

Reimbursement of the charges made by a hospital for semi-private room accommodation, which is in excess of the standard ward rate.

Vision

Effective the date of ratification by both parties, the Employer shall pay 100% of the premiums for Vision \$450.00/24 months.

In addition, the Employer will pay up to \$110.00 once every 24 months towards the cost of one (1) optometric eye examination or one (1) eye refraction.

Paramedical Services

Services of the following licensed, certified or registered practitioners:

- a) Physiotherapist (who does not have an agreement with the provincial health plan), including assessments.
- b) Registered Massage Therapist
- c) Speech Pathologist
- d) Chiropractor
- e) Osteopath*, Chiropodist, Podiatrist*, Naturopath.

Services listed under a), b), c), d), e) above do not require the prior authorization of a physician. No payment will be made for completion of reports, assessments, tests or evaluation, other than in connection with physiotherapy. * Benefits are payable only after the annual maximum allowance under your provincial health plan has been paid.

There is an annual \$650.00/year maximum combined for all eligible specialties combined.

Paramedical Services (Mental Health Practitioners)

In accordance with the benefit plan, a combined maximum of \$800.00 per each plan member and eligible dependent, per benefit year for the following licensed mental health practitioners:

- a) Psychologists;
- b) Social Workers;
- c) Clinical Counsellors;
- d) Psychotherapists;
- e) Marriage, and Family therapists.

Nursing

Private duty Nursing at \$25,000 per 3 years.

15.02

DENTAL BENEFITS:

60/40 Employer/Employee premium participation for full time Employees and 60/40 Employer/Employee premium participation for part time on a pro rata basis. The fee guide is based on current schedule.

- (i) Basic Procedures – 100% coverage for preventative services such as cleaning, scaling, recall exams. As of January 1, 2014, (2 units of scaling and 2 units of polishing every 6 months)
- (ii) Major Restorative – 50% coverage for caps, crowns, and bridges
There is a \$2,000 annual maximum for basic and major restorative combined per family member.
- (iii) Orthodontic – 50% coverage for children
There is a \$1,500 lifetime maximum for orthodontics.

Dependants will be covered to age 25 provided they are enrolled full-time in a recognized post-secondary program.

In the case of absence for illness which does not qualify under Article 14.03, contributions will be paid to the above plans (15.01, 15.02, 15.03 (excluding LTD) and the Group Life and Dependant Life plan up to a maximum of ninety (90) days after the expiration of the accumulated sick leave. Thereafter, the Employee may pay the full premiums through the Employer if they so desires.

15.03

LIFE, LONG TERM DISABILITY AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:

Dependent Life Insurance

\$10,000 spouse and \$5,000 dependant coverage

Group Life Insurance

Employees shall participate in a mutually agreed upon Life and Accidental Death and Dismemberment Insurance Policy with the Employer paying 100% of the premium cost. Coverage for Employees shall equal twice the annual earnings to the closest \$500.00.

Long Term Disability

The Employer agrees to pay one hundred percent (100%) of the billed premiums for the plan which pays seventy-five percent (75%) of monthly earnings up to a maximum benefit per month. Benefits commence on the 120th day in the event of accident or sickness and are payable to age 65.

- 15.04 In the event of a lay-off, the Employer agrees to maintain the Employer's portion of contributions to the Employee benefit plans mentioned in Articles 15:01, 15:02 and 15:03 (excluding long-term disability) for a maximum period of twelve (12) months providing that the Employee elects to continue to participate in the Employee Benefits plans mentioned in Articles 15:01, 15:02 and 15:03 (excluding long term disability). The laid off Employee must apply for Employment Insurance and the maintenance of benefits will cease when the Employee finds permanent work.
- 15.05 **PENSION:**
Every full-time Employee shall join the Ontario Municipal Employees Retirement System. Part-time Employees shall be entitled to O.M.E.R.S. per the statute. The Employer and the Employees shall make contributions in accordance with the plan.
- 15.06 The Employer shall provide the benefits described in Article 15.01 and 15.02 to retirees at no cost to the retiree(s).
- The benefits will be as in effect at the time of retirement provided the Employee is retiring with an O.M.E.R.S. unreduced early pension (age 55 with either a 90 factor or 30 years of qualifying service). Such benefits are to be provided until the retired Employee reaches age sixty-five (65).
- 15.07 Casual Employees shall receive ten (10%) of their regular scheduled wages in lieu of benefits and sick days, and four (4%) vacation pay.

ARTICLE 16 - CAR ALLOWANCE

- 16.01 Car allowance is as follows:
- Mileage will be paid at fifty-three (53¢) cents per kilometre or County of Lambton policy, whichever is greater.
- 16.02 Mileage charges are for driving only while engaged in the Employer's business and do not include driving between the Employee's residence and an assigned work location. If an Employee is required to drive in excess of their normal distance to work to fill in at another office, they will be paid mileage for the excess distance only. An Employee who is called in to work outside of the Employee's regular hours as defined in Article 11.01 will be paid for all applicable travel/mileage incurred including to and from the work location. Mileage will be paid at the per kilometre rate as set out in Article 16.01.

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURES

17.01 Purpose of this Article

The purpose of this Article is to establish a procedure for the settlement of grievances.

17.02 Definition of a Grievance

A grievance is defined and limited to a complaint or dispute concerning the interpretation, application, administration or alleged violation of this agreement.

17.03 Election of Steward

In order to provide an orderly and speedy procedure for settling grievances, the Employer acknowledges the right of the Union to appoint or elect steward(s), a maximum of two (2), whose duties shall be to assist any Employee which the steward represents, in preparing and in presenting the Employee's grievances in accord with the grievance procedure.

17.04 The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided in this article. The Union understands and agrees that each steward is employed to perform work for the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no steward shall leave their work without obtaining the permission of their supervisor.

17.05 Employees of the Employer who are members of the bargaining unit (as defined in Article 1) shall be required to follow the procedures hereinafter detailed.

17.06 An Employee may be disciplined, (including suspension or discharge) for just cause and the Employee has the right to have their Union President or designate present. The Employer shall advise the Employee at the commencement of the meeting if it is disciplinary in nature. Should the Employee desire, they may file under the grievance procedure step 2.

In the event that the Employee's suspension or dismissal is found to be not justified, then the Employee shall be reinstated and shall be reimbursed for all loss of time and other rights and benefits under this agreement or, as per any negotiated terms of a memorandum of settlement between the parties.

17.07 Policy Grievance

The Union shall file with the General Manager the terms of the policy grievance. The Grievance Committee and the Labour Negotiating Committee of the Employer shall meet at Step No. 2 of the Grievance

Procedure and every possible attempt shall be made to resolve the dispute. Failing settlement, the dispute shall be referred to a board of arbitration.

17.08 (a) **Grievance Procedure**

Step 1 It is understood that an individual Employee has no grievance until the Employee has first given their immediate supervisor an opportunity to adjust the Employee's complaint. In discussing such complaint the Employee may be accompanied by the Union steward at the request of either party.

Step 2 Failing remedy at Step 1, the complaint shall be reduced to writing within eleven (11) working days following the complaint under direction of the Union's Grievance Committee, signed by the parties involved and submitted as a grievance by the said parties to the Manager, or in their absence the General Manager, in the presence of a representative of the Union's Grievance Committee. The Manager, or General Manager shall deal with the grievance and render their decision thereon in writing not later than the eleventh working day on which he received the grievance.

Step 3 If the decision of the Manager, or designate is not satisfactory, an appeal may be lodged in writing, within seven (7) working days of the receipt of the decision, with the General Manager and Corporate Manager, Human Resources or their designates. The Employer and the Local Union, including the National Representative shall meet within fifteen (15) working days following receipt of the appeal (or other mutually agreed time) and every possible attempt shall be made to resolve the dispute. The Employer shall render its decision in writing within ten (10) working days of the meeting.

Step 4 If a satisfactory settlement is not reached the dispute shall be finally and conclusively settled without stoppage of work, by submission to arbitration.

(b) **Grievance Mediation**

Prior to proceeding to arbitration the parties may mutually agree to grievance mediation, the cost of this shall be equally shared.

17.09 **Arbitration Procedure**

After exhausting the grievance procedure as herein provided, when either party requests that a grievance be submitted to arbitration, they shall make such requests in writing within twenty (20) working days of the receipt of the decision at Step No. 3, addressed to the other party to this agreement.

17.10 The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall the arbitrator have the power to change this agreement or to alter, modify or amend any of its provisions. The Arbitrator shall have the power to dispose of any discharge or any discipline grievance by any arrangement which in its opinion it deems just and equitable.

- 17.11 Payment of the expenses of the arbitrator shall be shared equally with the Union and the Employer.
- 17.12 Arbitration shall be consistent with provisions of the current Ontario Labour Relations Act, as amended from time to time.
- 17.13 The Union may have a representative of the Canadian Union of Public Employees present at any time.
- 17.14 No grievance shall be defeated by any formal or technical objection and the Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.
- 17.15 Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.
- 17.16 The settlement of a grievance in any of the steps of the grievance procedure shall prevent the grievance from being processed further.
- 17.17 All reference made to the number of work days or time limit in the different steps of the grievance procedure shall exclude Saturdays, Sundays and paid holidays recognized in this agreement.

ARTICLE 18 - LAYOFF

- 18.01 In the event of a reduction in the work force for whatever reason, the following shall apply:
- a) The Employer shall give the Union twenty (20) working days notice and shall meet to discuss and investigate alternative methods.
 - b) The Employee with the least seniority in a classification (Schedule A) in which a reduction is required shall be declared surplus.
 - c) The Employee thus declared surplus may take the place of an Employee in any position with the same or lower hourly rate of pay, provided the Employee has greater seniority, the qualifications, ability, training and experience to perform the work of the less senior Employee.
 - d) If the election is made to a position with a similar salary grid, the Employee will remain at the same step of the grid. If the election is made to a lower salary grid, then the new rate of pay shall be the

highest rate on the lower salary grid which does not exceed the rate the Employee was earning immediately prior to election.

- e) An Employee who declines to use their seniority as provided above shall be laid-off to await recall.

Recall

Recall shall be in order of seniority. Notwithstanding Article 8.01 (i) when a vacancy exists, recall shall be offered to the Employee with the greatest seniority provided the Employee has the qualifications, ability, training and experience to perform the work. There shall be no new hires if qualified seniority Employees are on layoff. A qualified Employee who is recalled to a vacancy and who refuses the recall shall be deemed terminated.

Severance Pay

Severance pay shall be paid if applicable, in accordance with the Employment Standards Act.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.01 (i) The Employer shall grant leave of absence without pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause. Such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.
- (ii) Leaves of absence which alter the normal hours of work, on a regular basis, shall not be granted.
- 19.02 Leave of absence without pay and without loss of seniority shall be granted up to a total of thirty (30) days cumulative upon request to the Employer, to Employees elected or appointed to represent the Union at conventions, seminars or for conducting Union business not related to any labour relations activity involving the Employer. In such cases the Employer shall continue to pay the Employee(s) on such leave and then bill the union for the wages involved. The Union agrees to pay the account.
- 19.03 The Employer recognizes the rights of the Employees to participate in public affairs. Therefore, upon written request, the Employer will grant an unpaid leave of absence without loss of seniority so that Employees may be candidates in a Federal, Provincial or Municipal election.
- 19.04 (i) An Employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of salary in the case of death or life threatening illness of any immediate family member. Immediate family member is defined as mother, father, step-mother, step-father, spouse (including common-law spouse), brother, sister, child, grandchild, or step-child.

- (ii) An Employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of salary in the case of death or life threatening illness of a mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandparent (in law).
- (iii) An Employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of salary in the case of death of a brother-in-law or sister-in-law.
- (iv) A one (1) day leave of absence without loss of salary shall be granted in the case of life threatening illness of a brother-in-law, or sister-in-law.
- (v) A one (1) day leave shall be granted, without loss of salary in the case of death of an aunt, uncle, nephew or niece and to attend a funeral as a pallbearer.
- (vi) Provision of time off granted for loss of an "in-law" limited to relatives of current spouse.
- (vii) Should an Employee be on vacation and there is a death as per article 19.04 (i), the Employee shall be able to substitute bereavement leave for such vacation and take such vacation entitlement at a later date. The vacation entitlement shall be taken at a time mutually agreeable to the Employee and the Employer.
- (viii) In extenuating circumstances the Employer may grant additional unpaid leave upon request of the Employee.
- (ix) For the purpose of this Article, whenever life threatening illness is used it shall be interpreted to mean the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or such shorter period as prescribed in the Employment Standards Act, 2000. The Employer reserves the right to request documentation to support the paid leave and such requests shall not be made unreasonably.

19.05 Upon written request, leave of absence without pay shall be granted for pregnancy and or parental leave in accordance with the Employment Standards Act as amended from time to time.

- i) Seventeen (17) weeks of unpaid pregnancy leave for a pregnant Employee if they have worked for the Employer for at least thirteen (13) weeks before the expected date of delivery of the child.
- ii) Birth mothers who request parental leave must commence their parental leave immediately following their pregnancy leave and are eligible for thirty-five (35) weeks of unpaid parental leave or sixty-one (61) weeks if applicable. All other parents must initiate the parental leave within fifty-two

(52) weeks of the child being born or coming into the care, and are eligible for thirty-seven (37) weeks or sixty-three (63) weeks if applicable. of unpaid parental leave if the parent has worked for the Employer for at least thirteen (13) weeks.

- iii) The Employee requesting pregnancy or parental leave shall notify the Employer as far in advance as possible, but no later than four (4) weeks before the date of the leave is to begin. An Employee returning to work after the leave shall provide the Employer with notice as stated above.
- iv) During the pregnancy or parental leave the Employer shall continue to provide the Employee benefit plans as described in Article 15 for the duration of the leave and the Employee will continue to accrue seniority.
- v) The Employer will provide pregnancy and parental leaves in accordance with the Employment Standards Act, Province of Ontario.

An Employee on leave as set out above who has applied for and is in receipt of Employment Insurance benefits shall be paid a supplemental employment insurance benefit equivalent to the difference between seventy-five (75%) of the Employees' regular weekly earnings and the earnings of the Employee's weekly rate of employment insurance benefits and any other earnings, for a maximum of fifteen weeks of pregnancy/parental leave. Such payments shall be contingent upon the Employee providing proof that they are eligible for, or in receipt of, Employment Insurance pregnancy or parental leave benefits during the period of payment. The Employee's regular weekly earnings shall be in accordance with the Schedule "A" of the agreement and shall be the Employee's rate of pay on the last day worked prior to the commencement of the leave times.

The cumulative amount of the total SUB payment (exclusive of the above payment) shall not increase or decrease as a result of an Employee's option to extend any leave under changes to existing Employment Insurance Legislation.

- 19.06 Employees shall be allowed leave of absence with pay and without loss of seniority for the following reasons: Employee's marriage - Three (3) working days consecutive with the time of marriage. Use of this provision is restricted to one time while in the employ of The County of Lambton (Lambton Public Health).
- 19.07 The Employer shall grant paid leave of absence to an Employee who serves as a juror or witness in any court. The Employee shall pay to the Employer the payment the Employee receives for jury service or court witness, excluding any payment for travelling, meals, or other expenses.

- 19.08 Leave of absence with pay and without loss of seniority shall be granted to allow Employees time to write examinations in connection with courses which are approved by the Employer.
- 19.09 Sick leave credits, vacation credits, and the Employer's contributions to Employee benefit plans covered under Article 15, will be suspended after the first month of any leave of absence granted under Articles 19.01. Thereafter, the Employee may pay the full premiums through the Employer if the Employee so elects.

ARTICLE 20 - GENERAL CONDITIONS

- 20.01 The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the rights, with prior approval, to post notices of meetings and such other notices as may be of interest to the Employees.
- 20.02 Where coverage supplied through its comprehensive liability policy does not apply, the Employer shall supply the legal counsel where necessary for any action initiated against any Employee by virtue of performance of their assigned duties.
- 20.03 The Union may hold meetings outside normal working hours on the premises of the Employer with the permission of the Manager who is responsible for the facilities. If any increase in janitorial fees results from these meetings, the Manager, may claim the fee differential from the Union.
- 20.04 Where the Employer requires an Employee to have an up-to-date Police reference check and identification card as a requirement to perform their duties, the Employee will comply with the Employers request. The cost of the police reference check and identification card will be reimbursed by the Employer.
- 20.05 The Employer will make available a sufficient pool of cell phones to those Employees who require such for business purposes. Once finished with the cell phone the Employee shall return such cell phone to the pool.

ARTICLE 21 - RELOCATION EXPENSE

- 21.01 An Employee who accepts a voluntary transfer elsewhere in The County of Lambton (Lambton Public Health) will not be entitled to reimbursement of any incurred moving expenses. However, an Employee who is transferred on a compulsory basis, elsewhere in The County of Lambton (Lambton Public Health) will be entitled to reimbursement of incurred moving expenses, provided:

- (a) the transfer is greater than seventeen (17) miles from the Employee's present location of work;
- (b) the prior approval of moving expenses is given by the Employer; and
- (c) the move is made within three (3) months following the transfer. This three (3) month qualification can be extended at the discretion of the Employer provided that reasons for such an extension are acceptable by the Employer.

It is understood that moving expenses are limited to the expenses incurred for the actual movement of normal household items and are limited to one move for each Employee involved in such a transfer during the life of this agreement. It is also understood that if an Employee voluntarily leaves the employ of the Employer within one (1) year following the actual move of the normal household items, such Employee will be legally obligated to refund the Employer for the moving expenses incurred.

ARTICLE 22 - NO STRIKES - NO LOCKOUTS

- 22.01 So long as the agreement continues to operate, there will be no strikes or lockouts.
- 22.02 When a strike is imminent for county Employees not included in this bargaining unit, the parties shall meet to discuss the work performed by the bargaining unit and the work performed by the striking unit. The parties will mutually determine what work will not be performed by the bargaining unit and what work will continue to be performed. If the parties cannot agree, the work will be assigned and will be subject to the grievance procedures. It is understood that the work performed will not be to a greater extent than the work that is currently performed.

ARTICLE 23 - DURATION OF AGREEMENT

- 23.01 This agreement shall be binding and remain in effect from January 01, 2025, to December 31, 2027, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the 31st of December in any year that it desires its termination or amendment.

23.02 Within thirty (30) days of receipt of such notice by one party, the other party is required to enter into negotiations (unless extended by mutual agreement of the parties) for a renewal or revision of the agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement. Unless otherwise specified, amendments with respect to wages shall be retroactive to January 1, 2025.

ARTICLE 24 - HEALTH AND SAFETY

24.01 Both parties shall agree to abide by the terms of the Occupational Health and Safety Act of Ontario. The Employer shall supply all tools, equipment and safety equipment required by Employees in the performance of their duties as determined by their supervisor. This includes hard hats, “green patch” safety boots and safety glasses. Replacements may be obtained by handing back the worn or broken item. Employees who are directed by the Employer to wear safety footwear in the performance of their duties shall be reimbursed to a maximum amount of \$150.00 per annum towards the cost of C.S.A. approved footwear upon presentation of the receipt.

24.02 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for preventing or attenuating influenza for those of high risk of serious illness or death from influenza infection and related complications, those capable of transmitting influenza to individuals at high risk of complications, and those who provide essential community services. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employees shall, subject to the following:
- i. be required to be vaccinated for influenza.
 - ii. If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an Employees working hours. In addition, Employees will be provided with information, including risks and side effects, regarding the vaccine.
 - iii. If an Employee refuses to take the vaccine required under this provision, they may be reassigned and if reassignment is not possible be placed on an unpaid leave of absence during any influenza outbreak until such time as the Employee is cleared to return to work. If an Employee is placed on unpaid leave, they can use banked flex time or banked overtime or vacation credits in order to keep their pay whole.

- (b) Employers recognize that Employees have the right to refuse any required vaccination.
 - i. If an Employee refuses to take the vaccine only because it is medically contra-indicated (this includes an Employee who is pregnant), and where a medical certificate is provided to this effect, they may be reassigned and if reassignment is not possible, the parties will meet to discuss other available options for these Employees.
- (c) The Employer will not bear the cost of anti-viral if no medical contraindication is present.
- (d) If an Employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- (e) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to Employees free of charge.
- (f) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

24.03 In case of an Employee who suffers an injury by accident arising out of and in the course of employment (within the meaning of the Workers' Safety & Insurance Act) who is not physically capable of performing their regular duties, the Employer and the Union shall meet to discuss what alternatives are available for the injured Employee.

ARTICLE 25 - AMALGAMATION, MERGER

25.01 In the event that the Employer should merge, amalgamate or combine any of its operations or functions with another organization, the Employer will use its best effort to ensure retention of all seniority and benefits currently enjoyed by its Employees with the successor Employer. The Employer agrees to include the Union in all discussions pertaining to the retention of seniority and benefits of the Union's members.

Dated this 6th day of August, 2025.

For the Employer:

Sonya Furtado

W. Churchill

J B

For CUPE Local 1291:

Jennifer Graham

Jennifer Graham (2025-08-12 14:06:25 EDT)

Tony Chan

TONY CHAN (2025-08-11 15:49:33 EDT)

Karen Allen

Noelle Racicot-Kelly

Noelle Racicot-Kelly (2025-08-06 14:33:22 EDT)

APPENDIX A – ON-CALL

Certified Public Health Inspectors (job code #8010) shall be available for on-call coverage and telephone consultation to respond to urgent public health matters and as assigned by the applicable Manager/Supervisor.

On-Call Defined:

- 1) On-call hours will be as designated by the applicable Manager/Supervisor in consultation with the on-call staff. No Employee will be scheduled to provide on-call coverage more than once every nine week period unless on a voluntary basis. The Manager/Supervisor shall establish a weekly schedule every six months, in consultation with the Employees, having regards to an individual's vacation and unique circumstances. Having established a schedule, it is the responsibility of the individual to make alternate arrangements should a scheduling conflict arise and so notify the Manager/Supervisor.
- 2) On-call staff will be supplied with a cell phone for Lambton Public Health business use only and shall be available in accordance with paragraph 7 by cell phone when they are required to be available for on-call coverage and telephone consultation.
- 3) An Employee who is required to be available for on-call coverage or telephone consultation will be paid three hundred and seventy-five dollars (\$375.00) for each full week (7 full days) that they are required to be available. When a statutory holiday occurs during a week that an Employee is required to be available for on-call coverage or telephone consultation, the Employee will be paid an additional fifty dollars (\$50.00).
- 4) For telephone consultation, the Employee shall be compensated at the applicable rate as per the Collective Agreement once the time spent exceeds three (3) hours during the on-call week.
- 5) If an Employee is required by the nature of the emergency to physically report to The County of Lambton (Lambton Public Health) or emergency site, they shall be entitled to claim overtime in accordance with the Collective Agreement.
- 6) Actual travel time and mileage driven in reporting for work will also be reimbursed, but the maximum claim may not exceed the time and distance from the Employee's residence.
- 7) On-call Employees must be able to respond promptly by telephone within thirty (30) minutes of the Employer's first call. If they are required to physically report for work to The County of Lambton (Lambton Public Health) or to an emergency site, they must be able to reach the Lambton County border within one and one-half (1.5) hours of the Employer's first call at all times taking into consideration such factors as road and weather conditions.

- 8) The parties agree that any issues arising out of this Letter of Understanding will be discussed at the Union-Management meeting called by either party.

APPENDIX B – PUBLIC HEALTH EMERGENCY RESPONSE

It is agreed and understood should Employees of Local 2926 be redeployed or volunteer to assist the Public Health Services Division in the public health emergency response they will be eligible for the benefits under the existing Collective Agreement for Local 2926.

Note: The Employer has the right to reallocate current duties and/or work location.

Staff will be requested, as necessary, as to their availability for overtime.

Although the hours of work for Local 2926 members are defined, an Employee may mutually agree to alter their hours for the day(s) concerned from Monday to Friday for the purpose of the redeployment.

The foregoing will not adversely affect the members of Local 1291 in their rights under the Collective Agreement.

APPENDIX C – ALTERED HOURS OF WORK

The Employer recognizes that on occasion hours of work for an Employee may be altered to meet operational requirements. Therefore, the Employer will consider requests that allow Employees the opportunity to address personal conflicts in their hours of work that may arise from time to time. Employees may alter their regular scheduled hours in a day. Employees will be required to submit their request in writing at least two (2) days prior to the day requested, except in extenuating circumstances, and all altered hours of work require supervisory approval. This shall be subject to mutual agreement between Employee and supervisor. Disputes will be submitted to the Union Management Committee for review and resolution.

SCHEDULE A

CUPE 1291		Jan. 1, 2025 3.2%				Jan. 1, 2026 3.2%				Jan. 1, 2027 2.6%			
Occ Code	Occupation Name	1	2	3	4	1	2	3	4	1	2	3	4
C8010	Cert. Public Health Inspector	\$42.79	\$44.37	\$46.10	\$47.91	\$44.16	\$45.79	\$47.58	\$49.44	\$45.31	\$46.98	\$48.82	\$50.73
C8006	Public Health Nutritionist	\$41.17	\$42.72	\$44.35	\$46.12	\$42.49	\$44.09	\$45.77	\$47.60	\$43.59	\$45.24	\$46.96	\$48.84
C8037	Program Planning and Evaluation Coordinator	\$41.17	\$42.72	\$44.35	\$46.12	\$42.49	\$44.09	\$45.77	\$47.60	\$43.59	\$45.24	\$46.96	\$48.84
C8144	Environmental Health Specialist	\$41.17	\$42.72	\$44.35	\$46.12	\$42.49	\$44.09	\$45.77	\$47.60	\$43.59	\$45.24	\$46.96	\$48.84
C8016	Registered Dietitian	\$39.52	\$40.98	\$42.59	\$44.28	\$40.78	\$42.29	\$43.95	\$45.70	\$41.84	\$43.39	\$45.09	\$46.89
C8017	Health Promoter	\$39.52	\$40.98	\$42.59	\$44.28	\$40.78	\$42.29	\$43.95	\$45.70	\$41.84	\$43.39	\$45.09	\$46.89
C8019	Registered Dental Hygienist	\$36.52	\$37.87	\$39.36	\$40.93	\$37.69	\$39.08	\$40.62	\$42.24	\$38.67	\$40.10	\$41.68	\$43.34
C8145	Environmentalist	\$36.52	\$37.87	\$39.36	\$40.93	\$37.69	\$39.08	\$40.62	\$42.24	\$38.67	\$40.10	\$41.68	\$43.34
C8038	Mental Health & Addictions Program Coordinator	\$36.52	\$37.87	\$39.36	\$40.93	\$37.69	\$39.08	\$40.62	\$42.24	\$38.67	\$40.10	\$41.68	\$43.34
C8012	Registered Practical Nurse	\$28.84	\$29.91	\$31.04	\$32.30	\$29.76	\$30.87	\$32.03	\$33.33	\$30.53	\$31.67	\$32.86	\$34.20
C8015	Certified Dental Assistant	\$28.84	\$29.91	\$31.04	\$32.30	\$29.76	\$30.87	\$32.03	\$33.33	\$30.53	\$31.67	\$32.86	\$34.20
C8142	Enforcement Officer	\$28.84	\$29.91	\$31.04	\$32.30	\$29.76	\$30.87	\$32.03	\$33.33	\$30.53	\$31.67	\$32.86	\$34.20
C8026	Non Certified PHI	\$28.84	\$29.91	\$31.04	\$32.30	\$29.76	\$30.87	\$32.03	\$33.33	\$30.53	\$31.67	\$32.86	\$34.20
C8035	Family Visitor	\$28.84	\$29.91	\$31.04	\$32.30	\$29.76	\$30.87	\$32.03	\$33.33	\$30.53	\$31.67	\$32.86	\$34.20
C8036	Digital Communications Coordinator	\$28.84	\$29.91	\$31.04	\$32.30	\$29.76	\$30.87	\$32.03	\$33.33	\$30.53	\$31.67	\$32.86	\$34.20
C8013	Accounting Clerk	\$28.68	\$29.70	\$30.79	\$31.99	\$29.60	\$30.65	\$31.78	\$33.01	\$30.37	\$31.45	\$32.61	\$33.87
C8022	Student PHI	\$27.18	\$28.23	\$29.28	\$30.44	\$28.05	\$29.13	\$30.22	\$31.41	\$28.78	\$29.89	\$31.01	\$32.23
C8018	Health Promotion Assistant	\$26.65	\$27.65	\$28.73	\$29.86	\$27.50	\$28.53	\$29.65	\$30.82	\$28.22	\$29.27	\$30.42	\$31.62
C8014	Program Support	\$26.65	\$27.65	\$28.73	\$29.86	\$27.50	\$28.53	\$29.65	\$30.82	\$28.22	\$29.27	\$30.42	\$31.62
	Vacant												
C8130	Garden Fresh Box Co-ordinator	\$21.47	\$22.27	\$23.13	\$24.06	\$22.16	\$22.98	\$23.87	\$24.83	\$22.74	\$23.58	\$24.49	\$25.48

1) Please note that the applicable rate of pay associated with the posting will be paid to the incumbent.

For example, if a Non Certified PHI is the successful incumbent for a student PHI posting, the student PHI rate will apply.

2) Employees, once placed on the wage schedule, who are not at the maximum wage rate, shall progress on the grid thereafter, annually.

LETTER OF UNDERSTANDING #1 – JOB SECURITY

between

The County of Lambton (Lambton Public Health)

And

Canadian Union of Public Employees, Local 1291

RE: JOB SECURITY

As an integral part of the Collective Agreement between the Lambton Public Health and Canadian Union of Public Employees, Local 1291, the parties agree to commit themselves to the following:

Whereas job security for all Employees of Lambton Public Health is a major concern of both parties, the Union and the Employer agree to improve communications between the parties, in relation to this subject matter.

The Employer commits itself to provide the Union with as much advance notice as possible on matters that affect members of the Bargaining Unit. These areas include, but are not limited to:

- A) Restructuring
- B) Program changes
- C) Changes in staff levels
- D) Future path of public health.

Once notice has been given, either party may request to meet on the subject matter. The parties will review each subject matter so that both parties understand the concerns of each other and will explore alternatives suggested by either party.

The parties may, if requested by either party, make a presentation to the Bargaining Unit to outline discussions held between the parties.

Dated this 6th day of August, 2025.

For the Employer:

Sony Furtado

W. Churchill

J B

For CUPE Local 1291:

Jennifer Graham

Jennifer Graham (2025-08-12 14:06:25 EDT)

Tony Chan

TONY CHAN (2025-08-11 15:49:33 EDT)

Karen Allen

Noelle Racicot-Kelly

Noelle Racicot-Kelly (2025-08-06 14:33:22 EDT)

LETTER OF UNDERSTANDING #2 – BENEFITS POST 65

between

The County of Lambton (Lambton Public Health)

And

CUPE Local 1291

RE: INDIVIDUALS EMPLOYED BY THE COUNTY RECEIVING BENEFITS POST 65

It is agreed and understood between the parties that Employees who attain age 65 will be eligible for the following insurance benefits coverage, subject to and in accordance with the underlying insurance policies and plans:

Extended Health Care benefits listed in the collective agreement (including vision, paramedical, out of province)

Dental Coverage (cost sharing as described in collective agreement).

OMERS pension plan (subject to the terms and conditions as set by OMERS) including and without limit to the age stipulation.

Life Insurance and AD&D coverage of \$25,000 each.

As stated in article 14.01 all eligible Employees will accumulate one and one-half days per month as sick leave credits to be used strictly for illness or accident. This accumulation will have no ceiling and no cash value on termination or retirement.

Employees will not be entitled to Long Term Disability benefits identified in Article 14.02, or dependent life insurance identified in the carrier benefits booklet.

The Employer agrees to extend the voluntary AD&D to all post 65 Employees subject to the terms and conditions of the insurer. The Employer's only obligation is the remittance of premiums for said plans.

Eligibility for benefits extended to Employee age 65 and above under this letter shall cease upon the Employee reaching age 70.

Dated this 6th day of August, 2025.

For the Employer:

Sonya Furtado

W. Churchill

J.B.

For CUPE Local 1291:

Jennifer Graham

Jennifer Graham (2025-08-12 14:06:25 EDT)

Tony Chan

TONY CHAN (2025-08-11 15:49:33 EDT)

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