



# Chatham-Kent

*Shore to Shore*

## **COLLECTIVE AGREEMENT**

*between*

**THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT  
(CHATHAM-KENT PUBLIC HEALTH)**

*and*

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
*and its* LOCAL 12.3**

**JANUARY 1, 2024 to DECEMBER 31, 2027**

***CUPE*** / *Canadian Union  
of Public Employees*

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## ARTICLE 1 - GENERAL PURPOSE

- 1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Corporation and its employees, to provide a means for prompt disposition of grievances, to establish and maintain safe working conditions, satisfactory hours and wages for all employees who are subject to its provisions.

## ARTICLE 2 – SCOPE

- 2.01 The **Employer** recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all of its employees save and except; Medical Officer of Health, Chief Executive Officer/General Manager, **Health and Human Services**, Director of Public Health, Program Managers, Chief Nursing Officer, persons above the rank of Program Manager, as well as Executive Assistant, Dentist/Dental Consultant, Administrative Assistant I, Test Shoppers, Registered Nurses, Nurses with Temporary Licenses, Student Nurses and Students (excluding those hired for Public Health Inspector practicum purposes).

## ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes the right of the Corporation to hire, lay off, promote, demote or transfer any employee, and to suspend or otherwise discipline for just cause any employee who has completed their probationary period, and any probationary employee for any reasons satisfactory to the Corporation. The Union further recognizes such other rights as the Corporation might have conferred upon it by Statute from time to time. The exercise of such rights by the Corporation shall be subject to the right of the employee or Union to lodge a grievance in the manner and to the extent provided herein.
- 3.02 The Corporation and the Union agree that all rights, privileges and authorities vested in them respectively by this Agreement, shall be exercised in the manner consistent with the terms thereof, and shall be subject to the procedures, provisions, regulations and restrictions governing the exercise of such rights, privileges and authorities as provided in this Agreement.
- 3.03 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.

## ARTICLE 4 – NO DISCRIMINATION

4.01 Any claim of discrimination or harassment as defined in the Ontario Human Rights Code (OHRC) may be processed under the Chatham-Kent Anti-Discrimination and Anti Violence Policies. The Union shall endeavour to direct the grievor to consider filing the complaint under the policies prior to filing a grievance.

Should the complaint not be satisfactorily resolved, it may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure commencing at Step 3.

The Corporation and the Union jointly agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced because of membership or non-membership in any labour organization, or by reason of any activity or non-activity in any labour organization or that of any dependants of any employee as defined in the Labour Relations Act.

## ARTICLE 5 – RELATIONSHIP

### 5.01 All Employees to Be Members

All present employees covered by this agreement shall, as a condition of employment, remain members in good standing of the Union. All employees hired after the signing of this agreement who are covered by this agreement shall, as a condition of employment, become and remain members in good standing of the Union.

### 5.02 Dues Deductions

The Corporation agrees to deduct from the wages due each employee as directed by the Union from time to time and remit such money to the Secretary-Treasurer of the Union by the fifteenth (15th) day of the following month, along with a list of employees from whom deductions have been made. A copy of such list shall also be sent to the President. The Corporation further agrees to deduct an amount equal to any regular assessment properly authorized by the Union in accordance with its constitution on proper written notice from the Union through its Secretary-Treasurer. The Employer agrees to list the annual amount of Union dues paid on all T-4 slips when issued

### 5.03 Indemnification

In consideration of the deduction and forwarding of Union dues by the employer, the Union agrees to indemnify and save the employer harmless against any claim of liability arising out of or resulting from the operation of this Article.

#### 5.04 New Employees

(a) The Employer agrees to acquaint all final applicants from outside the bargaining unit who will come within the scope of the bargaining unit with the fact that a Union Agreement is in effect, and to introduce such new employees to the Union Steward.

**(b) On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or designate. An Officer, or designate, of the Union shall be given an opportunity to meet each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Union.**

#### 5.05 No Solicitation

Employees shall not engage in activity at the place at which an employee works to persuade the employee during the employee's working hours to become or refrain from becoming or continuing to be a member of a trade union.

#### 5.06 Contracting Out

The Employer shall retain the right to contract out work. However, the Employer shall not contract out work that would directly result in the lay-off of any employee for the life of the Collective Agreement.

#### 5.07 Technological Change

a) Where the Corporation intends to change the workplace or work methods by the introduction of a technological change, and one or more employees will be directly adversely affected, the Corporation shall, prior to introducing such change, advise the Union of the change and meet with the Union to discuss methods of reducing the impact of the change on employees who are adversely affected.

For the purposes of this article, "adversely affected" shall mean:

- i) Loss of employment including lay-off;
- ii) Reduction in normal hours of pay;
- iii) Demotion

- b) Where an employee is to be laid off as a result of a technological change and there is a vacancy within the bargaining unit or a vacancy in the bargaining unit becomes available within 6 months, which the laid off employee would be both qualified and capable of doing following a familiarization period of two (2) weeks or less, that employee shall be given the opportunity of performing such work. The parties further agree that Article 13.05 will not apply.

## ARTICLE 6 – DEFINITIONS

### 6.01 Employee

During the time that an employee is serving a probationary period in accordance with the terms of Article 11 (Probationary Employees), they shall be known as a probationary employee and thereafter, they shall be known as a regular employee. The term “employee”, as used throughout this Agreement, shall be deemed to include either or both probationary and regular employees in accordance with the context unless otherwise stated.

- a) A “Full-time” Employee is one who normally works more than twenty-four (24) hours per week.
- b) A “Part-time” Employee is one who normally works twenty-four (24) hours or less per week.

### 6.02 Temporary Employees

- i) A “temporary position” is a position that has a fixed start and end date which shall not exceed twelve (12) calendar months and is not permanent in nature; or it may exceed twelve (12) calendar months if the temporary position is created by the absence of a permanent employee by virtue of sick leave, vacation, leave of absence, etc. Should the temporary position be required for a pregnancy or parental leave, the position may be extended to eighteen (18) months.
- ii) Temporary employment may be extended on a temporary basis for a specified period by mutual agreement of the Parties to this Agreement.
- iii) Temporary employees shall not accumulate seniority and will not be entitled to the coverage provided under Article 14 (Vacation), Article 18 (Sickness and Accident Allowance), and Article 19 (Health and Life Benefits) and will receive vacation and statutory benefits in accordance with the appropriate legislation.
- iv) If a temporary employee is hired as a regular employee while in the temporary position, their seniority will be dated back to their date hired as a temporary employee. Once hired as a regular employee, such employee’s temporary service shall be recognized and deducted from the probationary period, if such temporary employment was worked within three (3) months continuous of being hired as a regular employee.

- v) Should a temporary employee leave the organization and is rehired as a regular employee within thirty (30) days of working in a temporary position(s), such employee shall be credited with seniority for time worked in the temporary position(s) upon completion of the probationary period.
- vi) Applications from temporary employees will be accepted during the internal posting process and will be reviewed prior to external posting. The Employer is under no obligation to interview or hire temporary employees through this process.

#### 6.03 Public Health Inspector Students

Students are defined as persons who are enrolled in a formal educational program at a recognized institution. Students performing Public Health Inspector related duties are to be enrolled in an Environmental Health Degree Program, recognized by the Canadian Institute of Public Health Inspectors. Students shall be hired in a temporary capacity as per 6.02 above.

#### 6.04 Grant Employees

Persons hired and working under provincially and/or federally sponsored employment programs are excluded from the application of this Collective Agreement. The Corporation shall not employ persons under such programs to replace or directly displace bargaining unit employees.

### ARTICLE 7 – UNION REPRESENTATION

7.01 The Union shall give notice in writing to the Corporation of all present and newly elected officers, committee members, stewards, and any other official of the Union and notify the employer whenever there are changes in their elected officials.

#### 7.02 Negotiating Committee

A Negotiating Committee of not more than three (3) employees of the bargaining unit plus the President and Unit Chair or designate will deal in respect to proposals for the renewal or modification of this Agreement.

The parties agree that in preparation for negotiations with the Employer, the Union may request up to four (4) hours off per bargaining unit member, to finalize proposals. Such time will be subject to operational requirements and will be billed back to the Union inclusive of hourly wage(s) plus labour burden.

#### 7.03 Grievance Committee

The Union shall select a Grievance Committee of not more than three (3) employees of which one (1) will be the President or designate, one (1) will be the Unit Steward or Union representative familiar with the grievance, and the grievor.

#### 7.04 Labour Management Committee

- a) A Labour Management Committee shall consist of three (3) representatives of the Union and three (3) representatives of the **Employer, unless there is mutually agreed addition on either side**. The Committee shall serve to maintain communications between the Parties and to discuss matters of mutual concern.
- b) Meetings of Committee: The Committee shall meet at the request of either Party at a mutually agreeable time but at least every three (3) months. Its members shall receive a notice and agenda of the meeting at least forty-eight hours in advance of the meeting. Schedule to be set in January of each year.
- c) Chairperson of the Meeting: An Employer and a Union Representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings. The Joint Chairperson not presiding over the meeting shall be responsible for taking notes of the meeting. Minutes shall be prepared and signed, once approved, by the Joint Chairpersons.

#### 7.05 Time Off for Grievance Investigation, Representation

- a) The Union acknowledges that Stewards or Union Representatives perform regular duties on behalf of the Corporation, and that such persons will not leave their duties without first obtaining the permission of their immediate Program Manager or designate. On the completion of such duties, they shall report back to their immediate Program Manager or to any job to which they were previously directed, and give any reasonable explanation that may be requested with respect to their absence.
- b) Committee members shall not suffer any loss of pay or benefits for time spent in Grievance Investigation at Step No. 1, Step No. 2 and Step No. 3 of the Grievance Procedure meetings, Labour Management meetings, and in Negotiation sessions with the employer. The Corporation recognizes that the role of the Union President in employee complaints, Grievance investigation, and Grievance meetings may be beneficial to resolving workplace issues. In doing so, the President will be allotted the necessary time required, as per (a) above.

#### 7.06 Correspondence

- a) Correspondence required under the terms of this collective agreement, shall be deemed to have been sufficiently given if made in writing and emailed or delivered to, in the case of the Union, its President, and Unit Chair (or designate), and in the case of the Corporation, Manager, Labour Relations.
- b) In the case of a grievance, the Unit Chair (or designate) shall also receive copies of all correspondence sent to the grievor or the Union President from the Corporation.

- c) In the event that discipline is issued to any employee, the President of the Union and Unit Chair (or designate) shall receive a copy.
- d) All agreements made between the parties other than through the grievance procedure shall be signed by the appropriate officers attending.
- (e) The Employer shall notify the Union in writing by the 10th of the month, of all appointments, hiring, transfers, layoffs/redundancy, recalls and terminations of employment, leaves of absences longer than four (4) weeks, new classifications or re-classifications concerning Employees covered by this Agreement during the previous month.
- (f) The Union shall be notified of any new or revised Employee policies and procedures. All written policies and procedures that may impact the Bargaining Unit will be made electronically available at all work sites.

#### 7.07 CUPE National Representative

A National Representative of the Canadian Union of Public Employees shall be allowed to attend any meetings between the parties dealing with negotiations, Grievance Procedure as per Article 8, or any other meetings as may be required by the Local representatives.

7.08 Subject to operational requirements, the 12.3 Unit Chair may request three (3) hours of paid leave per month for the purpose of attending meetings with the Employer and conducting local union business.

7.09 The Union President will be provided with a useable electronic copy of a current list of names, addresses, telephone numbers and email addresses of all Employees in the Bargaining Unit upon request.

7.10 In the event the Local 12 Union president is a member of Local 12.3 they will be granted paid leave of four (4) hours, two days per week. The respective days and times will be agreed upon by mutual agreement.

### ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

#### 8.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement. It is agreed that it is important that differences are brought forward quickly and that sincere efforts are made to resolve them without undue delay and that both parties shall endeavour to settle the dispute at Step No. 1 of the following procedure.

8.02 It is the mutual desire of the Parties hereto that complaints of employees shall be addressed as quickly as possible. It is understood that an employee has no grievance until they has first given their immediate Program Manager an opportunity to adjust their complaint. If an employee has a complaint, the employee, with the assistance of a steward, shall discuss it with their immediate Program Manager within seven (7) working days after the circumstances giving rise to the complaint have originated or occurred. The immediate Program Manager shall communicate their reply in writing to the complainant within seven (7) working days and if not satisfied, the complainant may file a written grievance in the following manner and sequence:

Step No. 1

If the reply of the immediate Program Manager is not satisfactory to the employee, the employee may within five (5) working days of receipt of such reply, with the assistance of a steward, submit a written grievance to the Director, Public Health who will schedule a meeting to be held within ten (10) working days of receipt of the written grievance. The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated shall be clearly set out in the grievance. The Director, Public Health will deliver their decision in writing within five (5) working days following such meeting. Failing settlement, then;

Step No. 2

Within five (5) working days following the decision under Step No. 1, the employee, with the assistance of a steward, may submit the written grievance to the Manager, Labour Relations or designate (copied to Director, Public Health), who will schedule a meeting to be held with the Director, Public Health and the grievance committee within ten (10) working days of receipt of the written grievance. At the conclusion of such meeting the Manager, Labour Relations or designate deliver their decision in writing within five (5) working days following such meeting. Failing settlement, then;

Step No. 3

If the decision in Step No. 2 is not satisfactory to the Union, the Union may within five (5) working days, submit the grievance to the Chief Executive Officer/General Manager, Health and Family Services or designate, (copied to the Manager, Labour Relations). A meeting shall be held between the representatives of the parties within ten (10) working days following the receipt of the grievance at Step No.3. The Chief Executive Officer/General Manager, Health and Family Services or designate shall give their decision in writing five (5) working days following such meeting.

## Arbitration

a) Failing settlement at Step No.3, regarding the interpretation, application or alleged violation of any of the provisions of this agreement, including any questions as to whether a matter is arbitratable, such grievance may be submitted to arbitration, providing it has been properly processed under Article 8. If a written notice for arbitration is received by the Manager of Labour Relations within twenty-one (21) working days after the decision is given by the Chief Executive Officer/General Manager, Health and Family Services.

b) The referral to arbitration shall be to a single Arbitrator unless the parties mutually agree in writing to a Board of Arbitration. The following procedure for the selection of an Arbitrator shall be as follows:

It shall be the responsibility of the party desiring Arbitration to so inform the other party in writing with a list of three (3) Arbitrators for consideration. Within ten working days of the receipt of the list of recommended Arbitrators, the other party will either accept one Arbitrator from the list or submit a list of three (3) Arbitrators to the aggrieved party for consideration. If no single Arbitrator can be agreed on from the list, either party may request the Ontario Minister of Labour to name an Arbitrator.

c) The Arbitrator shall not have jurisdiction to alter, enlarge, modify or amend the provisions of this agreement, nor to make any decision inconsistent therewith.

d) The decision in writing of the Arbitrator with respect to the matters coming within the jurisdiction, shall be final and binding upon the parties hereto and the employees, **subject only to the right of judicial review by either party.**

e) No person may be appointed as an arbitrator who has been involved in processing the grievance, **except in the cases where the parties mutually agree to undertake a mediation before an arbitrator with a view to arbitrating in the event the mediation fails.**

f) Each of the parties hereto will bear the expense of the Arbitrator appointed by it and the Parties will jointly bear the fees and expenses of the Chairperson of the Arbitration Board.

g) **When arbitrations are being held in person, the parties will endeavor to utilize the meeting rooms at the Employers premises in an effort to minimize costs.**

### 8.03 Group Grievance

Where an issue relating to the interpretation or alleged violation of the Collective Agreement directly affects more than one (1) employee such that they each would be entitled to file a grievance, the employees may file a group grievance signed by each of the employees claiming to be affected. A group grievance shall be filed at Step II of the grievance procedure within five (5) working days of the occurrence of the circumstances giving rise to the grievance.

### 8.04 Policy Grievance

Any complaint or grievance arising directly between the Corporation and the Union shall be originated under Step No. 2. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not be thereby by-passed. Any grievance by the Corporation or the Union as provided for in this paragraph shall be commenced within ten (10) working days after the circumstances giving rise to the grievance have occurred.

### 8.05 Special Grievance

- a) A claim by an employee that they will be/has been suspended or discharged without just and reasonable cause shall be treated as a special grievance. Such grievance must be in writing and shall be filed within five (5) working days of the notification of the suspension or discharge and shall be taken immediately to Step No. 2 of the Grievance Procedure and further procedures of Article 8 shall be followed. There shall be a meeting held within five (5) working days of filing such a grievance.

In the case of suspension, the discipline shall not take place until after a meeting has taken place with the individual and the union, and the discipline is issued. In circumstances related to personnel/public safety the suspension may be immediate.

- b) Such grievance may be settled by confirming the Corporation's action or by re-instating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or Board of Arbitration if the matter is submitted to a Board.

### 8.06 Agreements

Agreements reached under the Grievance Procedure between the representatives of the Corporation and the representatives of the Union will be final and binding upon the Corporation and the Union and the employees with respect to the grievance at issue.

#### 8.07 Disciplinary Action

Where formal disciplinary action is to be taken against an employee there shall be a representative of the Union present.

8.08 Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of their steward or union representative. Such employee and the union shall be notified promptly in writing by the employer of the reason for such discipline or discharge.

#### 8.09 Working Days Defined

Working days, for the purposes of the grievance and arbitration procedure, shall exclude Saturdays, Sundays, and paid holidays.

#### 8.10 Time Limits

The time limits fixed in both the Grievance and Arbitration Procedures may be amended by written (which may include email) mutual consent of the parties to the agreement.

#### 8.11 Personnel Files

- a) When an employee makes a request with sufficient notice (5 working days), they shall have the right to review their personnel file in the presence of the Manager, Labour Relations or designate.
- b)
  - i) Subject to 8.11b)ii), employees who have a discipline free record for a period of **twenty four (24) months** shall have any prior record removed from their personnel file and it shall not be relied upon in the future in any disciplinary decision or arbitration.
  - ii) Discipline which arises as a result of an incident giving rise to a public complaint or for behaviour which threatens the health and safety of employees or patrons or any violation of Human Rights will remain on an employee's personnel file.

### ARTICLE 9 – SENIORITY

#### 9.01 Seniority Defined

- a) Seniority for full-time employees shall be measured by length of service in the bargaining unit and shall operate on a bargaining unit wide basis. Where two (2) or more employees were hired on the same day prior to June 21, 2006, they shall appear on the seniority list in alphabetical order. Where two or more employees were hired on the same day on or following June 21, 2006, to the date of the ratification of the Collective Agreement, seniority order shall be determined by lottery.

Where two or more employees start working on the same date following the date of ratification of the collective agreement, seniority order shall be determined by lottery in the following manner:

In the presence of the Unit Chair or designate, the names of all new employees who start working on the same date shall be put into a hat and drawn. The first name drawn shall be the highest on the seniority list of the group, the second name drawn shall be the second highest on the seniority list of the group and so on and so forth until all names have been drawn.

- b) For part-time employees, full-time equivalent seniority shall be determined on the basis of 1550 hours equal one (1) year. An employee who works more than 1550 hours in one (1) year shall not accumulate more than one (1) year's seniority in one (1) year.

#### 9.02 Seniority List

- a) Seniority lists showing the name, classification and seniority date of each employee will be prepared by the Corporation. These lists will be revised twice each year in January and July and will be posted on the bulletin boards in each work location. Employees who consider they have been listed incorrectly will notify the Corporation and the Union within thirty (30) days of the posting of the list. Seniority dates may be changed by mutual agreement of the parties after 30 days, based on the information presented at the time of the request by the member.
- b) A copy of each seniority list will be forwarded to the Union bi-annually.

#### 9.03 Transfer out of the Bargaining Unit

Employees shall not be promoted or transferred out of the bargaining unit against their will permanently. Employees in the bargaining unit who accepts a temporary position out of the bargaining unit or transferred from the bargaining unit, may be returned to the said unit with full bargaining unit seniority accumulated, provided the return is within twelve (12) months or eighteen (18) months in cases of pregnancy or parental leave, **or such other time as may be agreed as between the parties in writing**. While absent from the bargaining unit, their position will be posted temporarily.

#### 9.04 Unpaid Sick Leave

**Employees on an approved unpaid sick leave, shall continue to accrue seniority for the duration of the sick leave.**

## 9.05 Loss of Seniority

Seniority rights and an employee's employment shall be terminated only for the following reasons:

- a) resignation;
- b) retirement;
- c) discharge that is not reversed by the grievance or arbitration procedure;
- d) they have been laid-off and fails to return within ten (10) working days after they have been notified to do so by the Corporation through registered mail addressed to the last address on record with the Corporation;
- e) absence for three (3) consecutive working days without reasonable explanation for such absence;
- f) failure to report to work at the expiration of any leave of absence granted by the Corporation;
- g) is laid off continuously for a period of more than twenty-four (24) months.
- h) subject to the provisions of the Ontario Human Rights Code, an absence for eighteen (18) consecutive months, if employed less than one (1) year, or an absence from work for twenty-four (24) consecutive months if employed more than one (1) year, unless the employee can provide evidence that they will be able to return to work within a reasonable time period beyond such period.

## ARTICLE 10 – JOB POSTING PROCEDURE

### 10.01 Job Posting Procedure

- a) If there is a vacancy or temporary vacancy (as per 10.06), or if a new job or position is created within the bargaining unit, an expression of interest shall be sent via email to all 12.3 members within ten (10) working days of the vacancy unless there are extenuating circumstances and will be available for six (6) working days. During which time current bargaining unit employees will have the opportunity to apply for the position in writing. Such vacancies and new jobs or positions shall be filled in accordance with Article 10.03 (Role of Seniority In Job Postings and Staff Changes). When required a position may be posted externally via **electronic** job board at the same time as the expression of interest by mutual agreement between the parties. Bargaining unit members shall be the successful candidate prior to external applicants, providing the required qualifications including skills, knowledge and ability are met as per Article 10.03 of the Collective Agreement.

- b) Appointments from within the bargaining unit shall be made within ten (10) working days after the posting closes. The Corporation shall attempt to place the successful incumbent in their new position within ten (10) working days of appointment. The successful applicant shall receive the rate of the vacant job on actual commencement of the duties of such job.

#### 10.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range. The local shall be provided a copy of all CUPE 12.3 job postings electronically at the time the job is posted.

#### 10.03 Role of Seniority In Job Postings and Staff Changes

In all promotions, reclassifications, transfers, and appointments, the required qualifications including skills, knowledge and ability of the employees concerned shall be the primary requirements and where such qualifications are relatively equal, seniority shall be the determining factor.

#### 10.04 Temporary Assignment During Job Posting Procedure

In the event that no employee makes application in the Job Posting Procedure, the Corporation may temporarily fill the job until it is permanently filled by appointing part time employees provided the employees have the necessary qualifications of the job. Part-time employees shall not be used to temporarily fill a position during the posting procedures for more than six (6) weeks.

#### 10.05 Trial Period

Every employee who is appointed through the job posting process to another classification within the bargaining unit shall be given a familiarization period of up to three (3) calendar months to establish that the employee is capable of performing the duties and responsibilities of the position. At the end of which time and conditional upon satisfactory services, the employee shall be confirmed in the position. In the event the successful applicant proves unable to perform the duties in the position during the familiarization period, or if the employee is dissatisfied, they shall be returned to their former position, work location and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to their former position, work location and salary without loss of seniority. This period may be shortened on the agreement of the employee and the Corporation.

10.06 When a temporary vacancy of eight (8) weeks or more occurs, it shall be posted in accordance with Article 10.01 (Job Posting Procedure). If the position is filled by a bargaining unit employee, a temporary employee shall be hired to fill the position vacated by the permanent employee. The permanent employee shall continue to accumulate seniority during the temporary appointment and they shall be returned to their regular position at the end of the temporary assignment. If the position is not filled by a bargaining unit employee the Corporation shall fill the position by whatever means it deems necessary.

10.07 a) If there is no person qualified within the bargaining unit as aforesaid, the Corporation may then proceed to advertise the position and may appoint any person having the required skill, knowledge and efficiency; provided that, if the position is not filled within ninety (90) days after expiry of the said posting period, the Corporation shall not fill the position thereafter without posting the position again in the same manner as aforesaid.

b) In the event that a position posted as temporary only shall subsequently be established by the Corporation as a regular position, it shall immediately be re-posted in accordance with the job posting procedure.

c) It is agreed that it is not necessary to post a reclassified position when there is an incumbent in the position which is being reclassified.

#### ARTICLE 11 – PROBATIONARY EMPLOYEES

11.01 Newly hired employees shall be subject to a probationary period of six (6) full calendar months of continuous employment commencing on the date of their employment. During such period, the Corporation shall have the right to discharge such probationary employee without grievance, provided that every employee shall have the right to grieve on any other matter coming within the scope of this Agreement and shall otherwise enjoy the rights, privileges and benefits (as per Article 19.01 (a)), and shall conscientiously perform and observe all obligations and responsibilities contained in this Agreement.

11.02 During the said probationary period, if any employee is laid off for any period not exceeding six (6) calendar months, such layoffs shall not be deemed to be an interruption of continuous employment, but shall not be counted for the purpose of calculating the probation period.

11.03 Upon satisfactory completion of the probationary period aforesaid, the seniority of an employee shall be effective from the date upon which the probationary period commenced, and, they shall not be required to serve a further probationary period unless rehired by the Corporation.

11.04 The following articles apply to probationary employees:

- Article 1 – General Purpose
- Article 2 – Scope
- Article 3 – Management Rights
- Article 4 – No Discrimination
- Article 5 – Relationship
- Article 6 – Definitions
- Article 7 – Union Representation
- Article 8 – Grievance and Arbitration, subject to Article 11.01
- Article 11 – Probationary Employees
- Article 12 – Hours of Work and Overtime
- Article 14 – Vacation – after Probationary retro to start
- Article 15 – Paid Holidays
- Article 16.04 – Jury, Coroners Inquest or Witness Duty Leave
- Article 16.05 – Bereavement Leave
- Article 20.01 – First Aid Kits
- Article 20.02 – Health and Safety Committee
- Article 20.04 – Injured Worker Transportation
- Article 21 – General
- Article 22 – Wages and Allowances
- Article 23 - Duration

#### ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 Staff, excluding the Tobacco Enforcement Officer, are to arrange their regular work week schedules in an attempt to contain their total hours to thirty-five (35) hours per week between 8:30am and 4:30pm, Monday to Friday. However, it is understood that there will be certain job functions that will require their attendance outside regular work hours of the regular work day. Arrangements for these flexible hours must be mutually agreed upon between staff and Employer.

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

Tobacco Enforcement Officers will work a flexible work schedule as approved by their Manager. Normal hours of work shall be between the hours of 8:30 a.m. and 4:00 a.m. Monday to Sunday, but shall not exceed seven (7) hours per day or seventy (70) hours bi-weekly. There must be at least two twenty-four hour periods each week in which there are no hours of work. An afternoon shift premium of ninety (90) cents per hour shall be paid for any hours scheduled by the Employer after 4:30 p.m., provided the employee is not eligible for overtime.

All staff may, with the approval of their immediate Program Manager, adjust their work schedule within a seventy (70) hour pay period, ensuring that there is adequate coverage in their area of work during their time off duty within normal working hours.

## 12.02 Afternoon Clinic Shift Premium

- a)
  - i) No employee will be required to work more than one (1) afternoon clinic shift per week, unless they agree to work more. If a new afternoon clinic shift is introduced a call for interest will be circulated through email for six (6) working days and shall be filled as per article 10.03. An afternoon clinic shift premium of ninety (90) cents per hour shall be paid.
  - ii) Saturday clinic shifts shall be on a rotational basis.
- b)
  - i) Subject to emergency circumstances, immunization clinics will be posted at a minimum of six (6) weeks prior to the date of first clinic and will be first filled by the regular immunization program staff.
  - ii) If additional staff are required for shifts in 12.02 (b) (i), clinics will be offered on a voluntary basis. If there is no volunteer, the most junior qualified employee will be required to perform the duties.

## 12.03 Notice of Schedule Change

- a) With six (6) working days notice, employees may be required to perform work related duties outside the usual work day or on Saturdays. This clause will not be administered by the Corporation arbitrarily, discriminatorily, or in bad faith. The provision of this Article shall not constitute a guarantee of hours per day or per week.
  - b) Providing they have received five (5) working days notice, if part-time employees are requested to increase their regularly scheduled hours for a temporary period of time, for scheduled assignments of three (3) working days or more or to fill in for an absent employee for three (3) working days or more, they will be paid at their regular rate of pay. In the case of an event beyond the control of the Corporation, no notice will be required.
- 12.04 All hours worked in excess of seventy (70) hours in a two (2) week pay period, except for those hours worked on Sundays or Statutory holidays shall be considered overtime and will either be paid or banked at the rate of time and one half regular rate of pay, at the employees option.

Overtime shall be offered by seniority within the classification, **within the program area. Should there be no volunteer and/or no one qualified within the program area (within the classifications), the overtime may be offered outside of the program area to qualified persons first within the classification, and then within the bargaining unit. Should there be no volunteer, the most junior qualified staff within the bargaining unit will be assigned.**

The parties agree to the practice of continuous overtime when the Employer assesses that a job assignment is reasonably expected not to exceed one and a half (1.5) hours beyond the regular work day. The employee(s) doing the work of that assignment shall be offered the overtime first prior to utilizing seniority.

Employees may be required to "flex" Saturday hours into their seventy (70) bi-weekly hours, however, employees who are required to work Saturdays without proper notice, shall be paid at the rate of time and one-half the regular rate of pay.

All work on weekends or statutory holidays, required by the Corporation that is not regularly scheduled, will be compensated at the rate of one time and one-half (1-1/2) the straight time hourly rate for Saturday and two (2) times the straight time salary rate for Sundays and Statutory Holidays.

All regularly scheduled work on Saturday will be self-scheduled by the Employee in conjunction with their immediate Program Manager and will be paid at the straight hourly rate.

12.05 It is understood that overtime requires prior authorization from the immediate Program Manager or designate.

12.06 Call-Out

An employee called to report for work by Management outside their regular work day, and having left their place of employment, shall be paid a minimum of three (3) hours pay at the prevailing overtime rates. When the work called out for is complete, the employees shall be allowed to leave.

12.07 Banked Time

In lieu of overtime payment, an employee may elect to bank the time at the appropriate overtime rate and receive an equivalent time off at a mutually agreeable time. All requests to use banked time is to be requested five (5) days in advance where possible and approved by the immediate Program Manager or designate. An employee may bank lieu time to a maximum of thirty-five (35) straight time hours at any one time.

12.08 There shall be no pyramiding of overtime or premium payments of any kind. No more than one basis of calculating overtime or premium pay shall be used for the same hours.

12.09 Employees shall not be required to take time off during regular working hours to equalize any overtime or call-out worked.

12.10 a) Standby Period

The standby period shall be from 8:30 am Thursday to 8:30 am the following Thursday.

b) Standby Allowance

- i) An employee on standby shall be paid three hundred dollars (\$300.00) for the standby period. When a recognized holiday occurs during an employee(s) standby duty, they shall be paid an additional fifty dollars (\$50.00). Should two (2) employees be on call for part of the same recognized holiday each employee will receive fifty dollars (\$50).
- ii) When the employee on standby duty is required to report for work, they shall be compensated per Article 12.06 (Call-Out) in addition to the compensation mentioned above.
- iii) Where the employee receives a “work” telephone call while on standby outside regular work hours, they shall be paid the appropriate overtime rate for the actual time of the call and documentation related to the call to the next increment of one quarter (1/4) hour.
- iv) If more than one (1) call-out occurs within the three (3) hour period of any other call, the time will be considered to be continuous.

c) Standby List

Standby Duty will be assigned to the Public Health Inspectors in order of seniority on a rotating basis. The schedule for the year will be posted prior to January 1 of each year. Such schedule will outline the rotation of assignments for the coming year which shall span from February 1 to January 31 of the following year.

In the event of a vacancy after the annual schedule is posted the vacancy will be offered in order of seniority. Where no senior volunteers are available to accept the assignment, the most junior Health Inspector will be assigned providing they are given more than 96 hours notice.

Where a vacancy cannot be filled as herein outlined, the Medical Officer of Health or Manager On Call will be scheduled on call.

- d) If the Standby person determines that additional personnel are required for a specific job, the request shall be referred to the on-call manager.
- e) Employees who are scheduled for standby duty will be provided with the appropriate communication equipment.
- f) Standby work shall consist of work that falls within the Public Health Inspector’s scope of practice.

## ARTICLE 13 – LAY-OFF AND RECALL

### 13.01 Definition of Lay-off

Lay-off shall be defined as a reduction in the workforce and shall include a reduction in the normal weekly hours of work of a bargaining unit employee(s).

### 13.02 Role of Seniority

The principal of seniority is designed to give employees an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority with the Corporation. In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority.

### 13.03 Notice of Lay-off

- a) In the event of a proposed lay-off of three (3) weeks or shorter, the Employer shall provide the affected employee(s) no less than two (2) weeks written notice or pay in lieu thereof.
- b) In the event of a proposed layoff of longer than three (3) weeks, the employer shall provide the affected employee(s) with no less than twelve (12) weeks written notice or pay in lieu thereof.
- c) Without affecting the date of termination/layoff, or period of employment, an employee who has been given notice of termination/layoff may be given temporary work during the thirteen (13) week period following the date of termination/layoff and 13.03a) and b) shall not require a further notice of termination/layoff in relation to the temporary work.
- d) **Any layoff notice given herein shall count towards as working notice for the purpose of calculating termination pay (if any) that may be owed to an Employee.**

### 13.04 Bumping

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

- a) accepting the layoff and being placed on the recall list;
- b) bumping a less senior employee(s) to retain their job and/or hours providing, however, that the retained employees are both qualified and capable of performing the job into which they are bumping.
- c) An employee bumping a less senior employee, must advise the Manager of Labour Relations of their intentions within five (5) working days of receiving their respective notice, providing layoff notice permits time to do so.

- d) Employees starting a new classification due to the bumping process will have a two (2) week training period.

#### 13.05 Recall

- a) Any vacancy shall be posted per Article 10 (Job Posting Procedure). The Employer shall keep all laid off employees apprised of all job postings within the bargaining unit.
- b) If there are employees remaining on the recall list at the end of the job posting procedure and a vacancy remains, employees will be recalled in order of seniority providing, however, that the employee so recalled is both qualified and capable to perform the job into which they are being recalled.
- c) Employees not being recalled into their previous classification may decline the recall and remain on the recall list for 24 months. The decision to remain on the recall list shall not interfere with the hiring of students or other conditions where Union approval is required.
- d) Recall will be by registered letter to the last address recorded with the Corporation by the employee. The employee will be required to report to work within ten (10) working days of the notice being given, unless otherwise agreed between the Corporation and the employee.

#### 13.06 Employee Responsibility

Employees on the recall list are required to keep the Corporation apprised of their current address and telephone number. The Corporation shall keep the Union apprised of current address and telephone numbers of employees on the recall list.

#### 13.07 Continuation of Benefits

Any employee who has completed their probationary period and if laid off may continue to participate in the hospital and medical plans for a period of twelve (12) months, provided that they pay to the Corporation, the full cost of such participation, not later than the twenty-fifth (25<sup>th</sup>) day of the month prior to the month for which payment becomes due. If such payment is not made as aforesaid, the employee's participation shall be terminated forthwith.

### ARTICLE 14 – VACATION

- 14.01 Vacation credits will be accumulated by all employees in the bargaining unit monthly from date of employment.

14.02 All full-time employees will be entitled to vacation with pay each year on the following basis:

- a) A basic vacation of three (3) weeks, (fifteen [15] days) with pay, accumulated at the rate of 1.25 days per month.
- b) After completion of three (3) years service, four (4) weeks (twenty [20] days) with pay accumulated at the rate of 1.66 days per month.
- c) After completion of eight (8) years service, twenty-three (23) days with pay accumulated at the rate of 1.92 days per month.
- d) After completion of thirteen (13) years service, five (5) weeks (twenty-five [25] days) with pay accumulated at the rate of 2.08 days per month.
- e) After completion of twenty-five (25) years service, six (6) weeks (thirty [30] days) with pay accumulated at the rate of 2.5 days per month.

14.03 a) Employees shall be granted vacation up to a maximum represented by the number of days estimated to be standing to their credit at the time the vacation is to be taken. Vacation is subject to the approval of the immediate Program Manager or designate so far as may be required to ensure the efficient operation of the unit.

b) Vacation requests for the year starting May 1<sup>st</sup> are to be submitted by April 1<sup>st</sup> each year. The vacation request shall be granted in accordance with seniority for the employee's first request (representing an individual consecutive block of time inclusive of paid/stat holidays). Vacation schedules are to be posted by April 15<sup>th</sup> of each year. Any vacation requests received after April 1<sup>st</sup> shall be granted in accordance with the date of submission. **All vacation requests are subject to operational requirements.**

c) Any vacation requested shall be submitted with sufficient notice so as to ensure the efficient operation of the unit.

14.04 Employees may accumulate vacation credits up to two (2) times their annual vacation credits.

14.05 When a full-time employee leaves the service other than a normal retirement, such full-time employee will be granted vacation pay for the number of vacation days standing to their credit as of their date of termination.

14.06 It is agreed that upon the death of an employee the Corporation shall pay the balance of any unused vacation entitlement and any other monies owed the employee to the estate of the employee.

#### 14.07 Vacation Pay During Short-Term Illness/WSIB

- a) No employee shall be entitled to accrue more than two (2) years vacation entitlement while absent due to paid sick leave (as defined in Article 18.01) or WSIB related leaves.
- e) Active employees unable to use vacation accrued in (a) above due to sick leave or WSIB related absence in any given calendar year shall lose vacation entitlement but shall receive the vacation pay to which they are entitled under the provisions of Article 14. Such vacation pay shall be paid on the last pay period of the calendar year in question.
- f) When an employee returns to work on an accommodation, vacation time will accrue if the employee is in receipt of paid sick leave credits. Sick leave credits will accumulate in the same manner as set out in Article 18.02 (c).

#### 14.08 Illness/Bereavement During Vacation

The Parties agree that an employee who is admitted to the hospital as a bed/out patient as a result of illness or injury suffered while on vacation, or if bereavement leave (per Article 16.05) occurs during an employee's vacation leave, the employee upon providing confirmation of illness\injury or bereavement will be allowed to reschedule such vacation for the number of sick leave days equal to the days of such hospital confinement or equal number of bereavement leave days.

#### 14.09 Employee Called-In During Vacation

In the case where an employee is called upon to work and agrees to work during their regularly scheduled vacation period, the employee will be paid at the applicable overtime rate plus another day off.

14.10 Part-time employees shall receive monthly vacation credits as per Article 14.02 on a pro-rated basis according to the amount of time worked at their regular rate during the month versus the total amount of working time available (reference Article 12 (Hours of Work)).

14.11 In the event an employee may request vacation time in excess of the number of days estimated to be standing to their credit at the time the vacation is to be taken, and the immediate Program Manager or their designate approves of the vacation request, they may take the vacation days providing the request does not exceed the number of days estimated to be standing to their credit by more than ten (10) days. Employees will not be permitted to borrow vacation days while on extended sick leave or for sick leave purposes.

## ARTICLE 15 – PAID HOLIDAYS

15.01 a) The Employer recognizes the following as paid holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Christmas Day	December 26
Easter Monday	Remembrance Day
Civic Holiday	One Float Day

The ½ Day before Christmas and the ½ Day before New Years or the Day before Christmas or Day before New Years

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

### 15.02 Holiday During Short Term Illness/WSIB

Active employees in receipt of short term illness benefits or employees who are absent due to a WSIB related leave receiving "top-up" to their regular day's pay from the sick bank, who are absent from work on a 'Paid Holiday', will receive their regular pay for that day and will not have such time deducted from their sick bank. In doing so, the 'paid holidays' will be considered used with no further obligation on behalf of the Corporation for either compensation or future time off for the day(s) in question.

### 15.03 Compensation for Working on A Holiday

Employees working on any paid holiday shall be paid at the rate of double time, in addition to their normal holiday pay.

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

## ARTICLE 16 – GENERAL LEAVES OF ABSENCE

16.01 a) The **Employer** may grant leave of absence, without pay, without loss of seniority or occupational classification to any employee requesting such leave for a good and sufficient cause. During the period of such leave, no employee may accept employment for wages or salary unless the **Employer** has approved the leave for that purpose.

- b) The employer will continue to pay the premiums for Health and Life Benefits (per Article 19) to the end of the first month only in the case of requested and approved leaves of absence of any employee.
- c) Seniority shall not accrue where the period of leave of absence exceeds four (4) weeks.
- d) Such absence must not conflict with the efficient operation of the Chatham-Kent Public Health Unit.
- e) Vacation is to be used before requesting a leave of absence for vacation purposes.
- f) **The parties agree that no vacation entitlements shall accrue while on an unpaid leave of absence.**

#### 16.02 Union Or Public Office Leave

Any employee who is elected or selected for a full time position with the Union, or any organization with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority for the term of office if elected, or up to three (3) years if appointed and on a year to year basis thereafter with mutual agreement between the Corporation and the Union. Public Office shall be deemed to be municipal, provincial and federal offices.

#### 16.03 Union Convention Leave

Leave of absence with pay, with accumulation of seniority, for attendance at union conventions, conferences or training will be granted to not more than two (2) employees at a time for a period not to exceed a total of eight (8) days in any one year provided that the leave request is made in writing to the Manager, Labour Relations and requested three (3) weeks in advance.

#### 16.04 Jury, Coroner's Inquest Or Witness Duty Leave

The Corporation shall grant leave of absence with pay to employees who are subpoenaed or who are requested to serve as jurors or witnesses in any court, including Coroner's inquest, in the Province of Ontario. Such leave of absence shall not constitute a break in seniority or service for the purpose of any benefits contained in this agreement. If their term of service ends before or at the mid-term of their normal shift, they shall return to work for the remaining portion of the shift. Failure to report to work may result, at the discretion of the Corporation, in loss of pay for the remaining portion of the shift.

#### 16.05 Bereavement Leave

- a) In the event of death in the immediate family, an employee shall be allowed up to three (3) working days off with pay for the purposes of arranging and/or attending a funeral. The immediate family of an employee means:

- \*Spouse
- \*Child or step-child
- Parents
- Siblings
- Parent-in-law
- Siblings-in-law
- Grandparents
- Grandchildren
- Children-in-law
- All of the above include “step” relationships

\*Employees may use two (2) sick days per year from their sick leave accumulation to supplement these bereavement leaves.

- b) In the event of death of the following, an employee shall be allowed up to one (1) working day off with pay for the purpose of arranging and/or attending a funeral:
- Aunt, uncle
  - Niece, nephew
  - Grandparent-in-law
  - To act as pallbearer or flower bearer
- c) In the case of part-time employees, the time off with pay shall only be those hours during such time that the employees in question would normally have been scheduled to work.

#### 16.06 Pregnancy and Parental/Adoption Leave

Pregnancy and parental/adoption leave shall be granted in compliance with the Employment Standards Act. During the period an employee’s seniority shall continue to accumulate. The Corporation shall continue to pay the premiums payable by the Corporation to maintain those benefits to which the employee is entitled and currently enrolled.

Upon written request, a leave of absence, without pay, shall be granted to employees after thirteen (13) weeks of continuous employment for pregnancy to a maximum of seventeen (17) weeks and parental/adoption leave up sixty-one (61) weeks. An employee who is eligible for a parental leave, who did not take a pregnancy leave, may extend the parental leave for a period of up to sixty-three (63) weeks duration, in accordance with the *Employment Standards Act*. The employees returning to work after pregnancy or parental leave shall provide the Corporation with at least two (2) weeks’ written notice.

## 16.07 Education Leave

- a) A leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the employer's service if the examination is scheduled during working hours or if it would require time off during working hours for travel time to attend the examination.
- b) When the Corporation requires an employee to attend a job related course, the employee so selected by the Corporation shall not suffer any loss of wages. The Corporation will reimburse such employee for all necessary related course materials.
- c) When an employee is specifically required by the employer to undertake any course of instruction or attend any seminar or conference the full cost thereof shall be borne by the employer, including travel and accommodation expenses where applicable. The employer agrees to pay the cost of a course for the purpose of improving the employee's qualification in the employer's service. Any such course shall be approved in advance by the employer.

## ARTICLE 17 – SAFETY SHOES

### 17.01 Safety Shoes

Upon receipt, the Corporation agrees to pay 100% of the cost of (1) pair of safety shoes or boots purchased by a Public Health Inspector and Tobacco Enforcement Officers every twelve (12) months to a maximum of \$160 per year. The Corporation shall replace any pair of boots or shoes that are damaged or destroyed in the performance of employee's work. Probationers shall receive payment upon the successful completion of the probationary period.

## ARTICLE 18 - SICKNESS AND ACCIDENT ALLOWANCE

### 18.01 Sick Leave Defined

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 prevented from working because of being exposed to contagious disease or because of an accident for which compensation is not payable under the Workers' Safety and Insurance Board.

### 18.02 Amount of Sick Leave

- a) Sick leave shall be earned by employees on the basis of one and one-half (1 ½) days for every month of service. Employees shall be entitled to an accrual of all the unused portion of sick leave benefits for their future use.

- b) Any unused sick leave days shall accumulate from year to year to a maximum of three hundred (300) days until the employee turns 65. At which time the maximum accumulation of sick days will be reduced to seventy-five (75) days.
- c) If an employee is on leave of absence without pay including unpaid sick time, there shall be deducted from the current monthly sick leave entitlement, one-half (½) day sick leave for each seven (7) days absence from work during any calendar month, or the entire sick leave entitlement for the month in the event of absence during an entire calendar month. There shall be no further accrual of sick leave credits for any employee while absent from work because of illness after the first four (4) months of such absence.

#### 18.03 Deductions from Sick Leave

The deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in Article 18.01. Absence on account of illness for less than 1.5 hours in any one (1) day shall not be deducted.

#### 18.04 Medical Appointments

An employee shall be entitled, after notifying their immediate Program Manager or designate, in advance, to use accumulated sick leave to keep an appointment with the doctor or dentist or other recognized medical specialist for the employee. Such times will be accumulated and deducted from the employee's sick leave credits. Employees will endeavour to schedule such appointments either at the beginning or the end of their shift.

A medical appointment shall be defined as:

- i) Primary Care Practitioner Services (covered by OHIP);
- ii) Dental Care;
- iii) Vision Care;
- iv) Employee Assistance Program (EAP);
- v) Extended Health Care Professional Services (as outlined in Article 19);
- vi) or as prescribed by the employee's doctor.

#### 18.05 Medical Certificates

An employee may be required to submit a doctor's certificate verifying an illness or indicating fitness for work as required by the Employer. The Employer will reimburse the cost of the requested certificate.

## 18.06 Sick Leave Record

A record of all unused sick leave will be kept by the Employer. An employee may review the records of the employer at any reasonable time as to their sick leave, and verify that the accumulated sick leave is correct. Employees shall receive a copy of their accumulated sick leave records once a year at the same time seniority lists are made and sent out.

- 18.07 a) All employees shall be covered under the Workplace Safety & Insurance Act. The parties agree that, once approved, employees off work due to a Workplace Safety & Insurance Board related absence, will receive compensation in accordance with the Workplace Safety & Insurance Act.

The Corporation shall pay employees off work due to a Workplace Safety & Insurance Board related absence and in receipt of loss of earnings benefits under the Workplace Safety and Insurance Act or the Workers Compensation Act, such further amount, that being the difference between full benefit entitlement and 100% of 'net' salary of pre-injury earnings for such period as the employee's sick leave allowance permits.

Once an employee's sick leave allowance is exhausted, the Corporation shall not be under any obligation to continue the "top-up" as provided in this paragraph.

- b) Prior to approval by Workplace Safety and Insurance Board, an employee shall be permitted to request equivalent to the net amount expected from WSIB plus the top up as provided in 18.07(a) provided they have sufficient accumulated sick time to repay the advance should the claim be denied. Should the Workplace Safety and Insurance Board deny the claims, the sick time would be paid and the advance returned to the employer out of said payment.
- c) In the case of employees with less than one (1) year of service who are absent by reason of a WSIB related absence, once accumulated sick time is exhausted as in b) above, employees shall be permitted to borrow future sick time up to a maximum of twenty (20) days.

## 18.08 WSIB Benefits

Employees on Workplace Safety & Insurance Board benefits, shall have their health and life benefits continued by the Corporation, as outlined in Article 19 for a maximum of two (2) years following the date of injury noting that OMERS contributions are based on full salary and normal employee contributions prior to the compensable injury.

#### 18.09 Re-Employment Post-WSIB

The Corporation agrees to re-employ employees on Workplace Safety & Insurance Board benefits as per the provisions of the Workplace Safety & Insurance Board Act.

#### 18.10 Reporting Absence Due to Illness

Employees recognize the need of reporting absence due to illness or other reasons as far in advance as possible. Employees must notify their immediate Program Manager or designate as far in advance of the start of their daily shift as possible. If after hours, a message may be left on the general delivery mailbox.

#### 18.11 Personal Medical Emergencies

- a) The Corporation may grant up to three (3) days per calendar year for the purpose of attending to personal medical emergencies as per (b) below. Any such leave shall be deducted from the employee's sick leave accumulation.
- b) The application of this leave is restricted to the definition of the immediate family as outlined in Article 16, and requires that the employee is the only one available and/or capable of assisting in the personal medical emergency. For clarity, this clause is not to be used for routine medical or dental appointments of immediate family members.

#### 18.12 Employment Insurance Commission Rebate

Employment Insurance Commission rebate shall be used to offset the cost of the premiums for the benefits provided by this Agreement.

### ARTICLE 19 - HEALTH & LIFE BENEFITS

19.01 Upon completion of three (3) months, the Corporation agrees to provide payment of one hundred percent (100%) of the premium cost of the following benefits covering full-time employees until the employee turns 65 and their eligible dependents who comply with the eligibility requirements of the plans.

It is understood that the benefit plans are subject to the restrictions contained within the insurance policy and are not part of this Agreement and are not subject to the grievance and arbitration procedure.

19.02 Effective February 1, 2023

- a) Life Insurance
  - 2.5x annual earnings, to a maximum of \$500,000
  
- b) Optional Life Insurance
  - Maximum of \$200,000 in \$10,000 increments (self and spouse)
  - Child(ren) – increments of \$5,000 to a maximum of \$500,00
  - Employee paid
  - Evidence of insurability must be completed and approved
  
- c) Accidental Death & Dismemberment
  - 2x annual earnings, to a maximum of \$500,000
  
- d) Long Term Disability
  - 70% of your monthly pre-disability earnings, to a maximum of \$12,000 per month
  - Qualifying period 180 days or upon the expiration of your sick leave credits, whichever is later
  
- e) Extended Health Care Coverage

i. Drug Coverage

Deductible	Co-insurance	Reimbursement	Plan
Nil	100%	100% for Eligible Expenses	Manu Script Generic Drug Plan 2

- ii. Vision Care - maximum \$400 every 24 months
- iii. Hearing Aids - maximum \$600 every 60 consecutive months
- iv. Private Duty Nursing – maximum 72 hours per calendar year

v. Hospitalization

- Nil deductible
- charges, in excess of the hospital's public ward charge, for private coverage

vi. Out-of-Province/Out-of-Country

- Travel benefits are eligible within the first 180 days per trip
- Emergency Services - Maximum \$2,000,000 per calendar year
- Referral Services \$50,000 per calendar year

Note:

Hospital and medical services beyond 180 days per trip are eligible only if your provincial government health plan provides payment toward the cost of the services received.

Manulife must be contacted by phone within 48 hours of commencement of treatment. Manulife, through consultation with the Assistance Medical team, reserves the right to repatriate the patient for treatment upon medical verification of the tolerance for travel. Carry your Manulife identification card with you when travelling.

vii. Paramedical Services

- Services of the following licensed, certified or registered practitioners:

Licensed Practitioners	Maximum Per Calendar Year
Physiotherapist , or Qualified sports specialist (referral required)	\$750
Psychiatrist Social Worker Clinical Counsellor Marriage and Family Therapist Psychoanalyst Psychotherapist	\$500 (combined)
Chiropractor Chiropractor (x-ray)	\$500 \$50
Massage (referral required) Chiropodist Podiatrist Osteopath Naturopath	\$500 (per paramedical service provider)
Dietitian (referral required)	\$500
Speech Therapist/ Pathologist (referral required)	\$500

Services listed under Clinical Psychologist, Chiropractor, and Osteopath, etc. above do not require the prior authorization of a physician. No payment will be made for the completion of reports, assessments, tests or evaluations.

\*Benefits are payable only after the annual maximum allowance under your provincial health plan has been paid.

f) Dental Care

Level	Benefit Co-insurance	Maximum
Level I Basic	100%	Unlimited
Level II Supplementary	100%	Unlimited
Level III Dentures	60%	\$2,500 per calendar year (combined for Level III and IV)
Level IV Major Restorative	60%	

Level V Orthodontics	50%	\$3,000 per lifetime
➤ Deductible Nil ➤ Fee Guide - current minus one year, based on the Ontario Dental Association Fee Guide for General Practitioners		

**g) Retiree Benefits**

- i) Retirees receiving benefits from the predecessor employer(s) as defined by the Meyboom Report or retirees from the Municipality who retired prior to ratification of this agreement, shall not have their coverage affected by this Article.
- ii) The Employer shall pay Health Benefits as outlined in Article 19.02 (e) Extended Health Care and (f) Dental Care to age sixty-five (65) for employees who take early retirement as per the OMERS eligibility criteria with the exception of 19.02 (a) Life Insurance, (b) Optimal Life, (c) Accidental Death & Dismemberment, and (d) Long Term Disability.
- iii) In the event of the death of a retiree prior to age sixty-five (65), the Employer shall continue to provide Extended Health Care and Dental Care Benefits as per Article 19.02 e) and f) to the surviving spouse and for eligible dependants until remarriage or death up to when the deceased retiree would have reached age sixty-five (65).
- iv) In the event of the death of an active employee prior to retirement, the Employer shall continue to pay one hundred percent (100%) of the premium costs to provide the continuation of Extended Health Care and Dental Care Benefits Article 19.02 e) and f) to the surviving spouse and/or all eligible dependants of said employee, for a maximum of two (2) years (the period of coverage will be terminated in the event of remarriage or should the surviving spouse reach the age of sixty-five (65) or die). In order to qualify for such coverage, an employee must have at least completed their probationary period.
- v) Unless otherwise waived by the employee, the Employer shall provide a \$5,000 paid up life insurance policy for all employees who retire as per OMERS eligibility criteria. The premium paid on behalf of the employee will be reported on the employee's T4A as a Taxable Benefit.

l) Part-time Benefits

Permanent part-time employees who have completed probation will receive fifteen per cent (15%) in addition to their regular hourly earnings which shall be paid in lieu of sick leave (Article 18), Health and Life Benefits (Article 19.02), Paid Holidays (Article 15) and OMERS. Part-time employees who elect to participate in OMERS shall have the employer's contribution deducted from the 15% payment. If an OMERS contribution holiday is in effect, the deduction shall be equivalent to the employer's contribution prior to the commencement of the contribution holiday.

19.02 Post 65 Benefits

It is agreed and understood that once an employee turns 65 and continues to work, they will only be entitled to the following benefits:

- i) Life Insurance: Unless otherwise waived by the employee, the Employer shall provide a \$5,000.00 paid up life insurance policy for all employees upon turning 65.
- ii) Extended Health Coverage: To continue as per Article 19.02 (e) of the Collective Agreement (excluding Out-of-Province/Out-of-Country).
- iii) Dental Care: To continue as per Article 19.02 (f) of the Collective Agreement.
- iv) Extended Sick Leave: Maximum accumulation of seventy-five (75) days in sick bank as per 18.02 (b) of the Collective Agreement.

*Should an employee decide to resign/retire after turning 65 their Extended Health Coverage and Dental care will continue until the end of the month in which the employee gives such notice.*

19.03 Insurance Carrier Selection

It is understood that the Corporation reserves the right to select from time to time the carrier for any insurance under this Article (other than the Ontario Health Insurance Plan) provided that the benefits conferred thereby are as good or better than the present plan and the issue of level of benefit coverage may be the subject of a policy grievance. Such substitution will not occur on less than sixty (60) days written notice to the Union and will include notice of changes, if any, to the benefits as described in Article 19.01.

19.04 OMERS

The Corporation agrees to participate in the Ontario Municipal Retirement System Pension Plan in accordance with the applicable legislation, with the Corporation and the employees contributing equally.

#### 19.05 OMERS Information

All information available from the Ontario Municipal Employees Retirement System Pension to the Corporation will be available to the Union.

19.06 Medical coverage previously provided under the Ontario Health Insurance Plan to all employees, surviving spouses, surviving dependants and early retirees and now funded through the employer's payroll health tax, or any replacement to that, will continue to be funded by the Corporation pursuant to the provisions of the law of the Province of Ontario regarding such health insurance.

### ARTICLE 20 – HEALTH AND SAFETY

#### 20.01 First Aid Kits

First aid kits will be supplied by the Corporation and kept in places easily accessible to all employees. It will be the responsibility of both parties to see the kits are properly cared for and maintained.

#### 20.02 Health and Safety Committee

The Corporation and Union shall establish a Health and Safety Committee, as per the *Occupational Health and Safety Act*, composed of equal representatives from the Corporation and the Union. Either party will have the right to call meetings, preferably at regular intervals, at which the unsafe hazardous or dangerous conditions, or policies relating thereto will be discussed. Minutes of all pertinent information resulting from these meetings will be made available to either party, and concluded policies put into effect.

#### 20.03 Employee Family Assistance Program

Employees shall have access to the Employee Family Assistance Program.

#### 20.04 Injured Worker Transportation

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Corporation. An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave.

## ARTICLE 21 – GENERAL

### 21.01 Emergency Conditions

- a) In the event emergency conditions are such that the Chief Administrative Officer or designate determines that it is necessary to close certain locations and/or halt certain municipal services due to extreme weather or an extenuating circumstance (such as a bomb threat, water leak, etc.), the staff shall be so advised and the Employer will continue the employees' wages based on a regular working day for the remainder of the initial period involved. In the event circumstances result in an extended shut-down, the Employer will make every attempt to relocate a place of employment or provide alternative work on a temporary basis or utilize the layoff provisions of the collective agreement.
- b) In the event of inclement weather, the immediate Program Manager or designate may grant an employee's request to leave for home early, report for work late, or remain home and not report for work. Employees who are granted such leave, may, in consultation with the immediate Program Manager, make up lost time in a mutually agreeable manner. The adjustment for time granted may take one of the following forms:
  - i) A charge to lieu bank, or
  - ii) A charge to vacation earned, or
  - iii) An undertaking by the employee to work extra hours at the regular rate to make up lost time, or
  - iv) Loss of wages.
- c) Nothing in this provision detracts from the expectation that employees will report for their scheduled hours and will call in when unable to report for work. Where there is inclement weather, employees may be requested to work at a more accessible location.

21.02 The Corporation agrees to grant equal pay to all bargaining unit employees for equal work regardless of the sex of the employee concerned.

### 21.03 Bulletin Board

The Corporation shall provide a bulletin board at each work location that shall be placed so all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### 21.04 No Strikes Or Lockouts

The parties agree that there will be no strikes or lock-outs during the term of this agreement.

#### 21.05 Mergers and Amalgamations

- a) In the event the employer merges or amalgamates with any other body, the employer shall undertake to ensure its best effort to preserve the employment rights of all its employees.
- b) This Agreement shall be binding upon the successors of the parties hereto insofar as it is within the power of the parties hereto respectively to bind such successors.

#### 21.06 Collective Agreement Access

**The parties agree to publish the collective agreement on the Employers internal website.**

### ARTICLE 22 – WAGES AND ALLOWANCES

22.01 It is agreed that the salaries and wages of all employees holding positions covered by this Agreement shall be determined in accordance with the classification system attached hereto as Schedule “A” and forming part of this Agreement.

It is further agreed that the increments shown in Schedule “A” shall be granted automatically as shown in Schedule “A” hereto attached.

22.02 When an employee is appointed or requested temporarily to perform work of a character for which a lower classification is provided, they shall continue to be paid the established rate for their regular classification.

22.03 If the Corporation in the exercise of its rights under Article 2.01 determines that it is appropriate to permanently change the job assignment of a Secretary, the individual involved shall be given notice of the new assignment and an explanation for the change.

#### 22.04 Relieving in a Higher Grade

When an employee is authorized to relieve in a position of higher rating, the employee will receive the rate for the position that is being relieved for the full period. However, this language will not apply to employees relieving for less than one half of a shift in duration.

#### 22.05 Meal Allowance

Employees authorized to work outside the Municipality or to attend a convention or seminar will be reimbursed for all meals that are not provided to a maximum of \$43.00 per day. In order to obtain reimbursement for meals, receipts are required.

22.06 Mileage Allowance

- a) Where employees are authorized to use their own vehicle on approved Corporation business they shall be paid a cents per kilometre equal to the current municipal rate. This provision does not apply to travel between the employee's residence and their regular work location.
- b) The parties hereto agree that the Corporation shall pay to employees who are required by the Corporation on a monthly basis to have their vehicles available for use to carry out the work of the Corporation a guaranteed minimum of seventy dollars (\$70.00) per calendar month or the actual mileage costs calculated at cents per kilometer equal to the current municipal rate, whichever is greater. This provision does not apply to travel between the employee's residence and their regular work location.
- c) Employees that are required to use their licensed motor vehicle for work will be reimbursed for parking charges and/or provided a parking pass.

ARTICLE 23 – DURATION

23.01 This agreement shall be effective on January 1, **2024**. This agreement shall remain in effect for **four (4)** years and shall continue from year to year thereafter until one of the parties serves notice in accordance with Article 23.02 to negotiate changes hereto.

23.02 A party wishing to negotiate changes to this agreement shall serve the other party with notice in writing of that intention not earlier than one hundred twenty (120) days prior to the expiry of this agreement or any yearly continuation thereof.

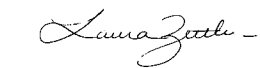
23.03 Where the notice contemplated in Article 23.02 is given the parties shall meet and negotiate with a view to concluding a collective agreement.

Dated this \_\_\_ day of \_\_\_\_\_, **2025**.

For the Employer:

  
\_\_\_\_\_

C. Carlyn  
\_\_\_\_\_

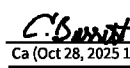
  
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Mackenzie King  
Mackenzie King (Oct 27, 2025 10:10:16 EDT)  
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For the Union:


  
Ca (Oct 28, 2025 10:31:55 EDT)  
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CUPE President (Oct 28, 2025 10:33:39 EDT)  
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Kurt Clemens (Oct 29, 2025 14:35:49 EDT)  
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Scott Dawson (Oct 31, 2025 08:37:13 EDT)  
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Sandy Kalabalikis  
Sandy Kalabalikis (Oct 31, 2025 10:30:56 EDT)  
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Terrylyn Timmermans (Nov 3, 2025 08:06:02 EST)  
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**SCHEDULE "A"**

<b>Classifications</b>		2024	2025	2026	2027
Public Health Inspectors	Step 1	44.43	45.76	47.02	48.31
Nutritionists	Step 2	46.19	47.58	48.89	50.23
	Step 3	48.04	49.48	50.84	52.24
	Step 4	49.93	51.43	52.84	54.29
Dietitians	Step 1	40.27	41.48	42.62	43.79
Health Educators	Step 2	41.89	43.15	44.34	45.56
Youth Engagement Coordinators	Step 3	43.58	44.89	46.12	47.39
Planning and Evaluation Specialists	Step 4	45.30	46.66	47.94	49.26
Age Friendly Coordinators					
Health Data Analysts					
Community Outreach and Public Relations					
Tobacco Enforcement Officers	Step 1	32.09	33.05	33.96	34.89
	Step 2	33.38	34.38	35.33	36.30
	Step 3	34.70	35.74	36.72	37.73
	Step 4	36.07	37.15	38.17	39.22
Dental Hygienists	Step 1	32.09	33.05	33.96	34.89
	Step 2	33.38	34.38	35.33	36.30
	Step 3	34.70	35.74	36.72	37.73
	Step 4	36.07	37.15	38.17	39.22
Program Assistants	Step 1	30.16	31.06	31.91	32.79
Dental Assistants	Step 2	31.89	32.33	33.22	34.13
	Step 3	32.62	33.60	34.52	35.47
Home Visitors	Step 1	26.83	27.63	28.39	29.17
	Step 2	27.7	28.53	29.31	30.12
	Step 3	28.63	29.49	30.30	31.13

**NOTES:**

1. Progression through salary steps will be on an annual basis from date of hire. Progression through salary steps for part-time employees will be based on 1550 hours worked.
2. Service with another employer as a Public Health Inspector, Dietitian, Health Educator or Nutritionist shall be recognized when hired at the rate of 50% of recognized past service. In no event shall a Public Health Inspector, Dietitian, Health Educator or Nutritionist be placed higher than Step 3 for starting rate of pay.

3. Public Health Inspector post secondary students with job related training employed by the Corporation, shall be paid at the rate of 50% of the starting rate for the classification in the first year with the Corporation, 55% in the second returning year, 60% in the third returning year and 65% in the fourth returning year.

Public Health Inspector students who have not sat and passed their Board of Certification Exam (BOC) for their Certificate of Public Health Inspection (Canada) designation((CPHI (c)) may be hired and paid at 75% of the starting rate for a Public Health Inspector as per Schedule A, if a PHI vacancy exists. Such individual will be allowed six (6) months to successfully complete the BOC exam. Failure to comply may result in dismissal without recourse to grievance.

4. All other students employed for the summer vacation period shall be paid at the current municipal student or minimum wage rate per hour, whichever is higher.
5. Retroactivity: Retroactivity for all employees' wages shall be on all hours paid. No other aspect of the agreement will be retroactive.

SCHEDULE "B"

ACKNOWLEDGEMENT AND AUTHORIZATION RE: VACATION

To: Program Manager, Chatham-Kent Board of Health

I \_\_\_\_\_, hereby acknowledge that I am receiving \_\_\_\_\_ days of vacation prior to my entitlement under the Collective Agreement. These \_\_\_\_\_ days vacation are to be taken in the month of \_\_\_\_\_ and are to be charged against my vacation credits as I become entitled to such credits in accordance with Article 14 (Vacation).

In the event that I do not become entitled to sufficient vacation credits to cover my vacation days taken, I hereby authorize, in accordance with The Employment Standards Act and regulations thereto, specifically R.R.O. 1980, Reg. 285, Section 15 and amendments thereto, the employer to set off against monies owed to me, for wages or otherwise, all vacation credits taken in excess of my entitlement.

Date \_\_\_\_\_, 2025

Date \_\_\_\_\_, 2025

For the Union:

For the Employee:

Position: \_\_\_\_\_

Dated this \_\_\_ day of \_\_\_\_\_, 2025.

For the Employer:

For the Union:

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