

**COLLECTIVE AGREEMENT**

**B E T W E E N:**

**THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT**  
(Hereinafter referred to as the “Employer”)

**A N D:**

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter referred to as the “Union”)

**EXPIRY: December 31, 2023**

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## **PURPOSE**

WHEREAS it is the desire of the parties to provide the best possible public health services, both parties agree that for such purposes it is essential to maintain harmonious labour relations between the Employer and its nursing Employees, to provide machinery for the prompt and equitable disposition of grievances and disputes, to promote cooperation and understanding between the Employer and its Nurses, and to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages.

NOW THEREFORE to effect the foregoing, the Parties hereto hereby agree as follows:

## **ARTICLE 1 – RECOGNITION**

### 1.01 Full-time Employees

The Employer recognizes the Association as the sole bargaining agent of all Registered and Temporary Certificate of Registration Nurses employed in a nursing capacity by the Chatham-Kent Public Health Unit save and except Program Managers; persons above the rank of Program Managers; and persons regularly employed for not more than twenty-four (24) hours per week.

### 1.02 Part-time Employees

The Employer recognizes the Association as the bargaining agent of all Registered and Temporary Certificate of Registration Nurses employed in a nursing capacity, by the Chatham-Kent Public Health Unit, regularly employed for not more than twenty-four (24) hours per week, save and except Program Managers and persons above the rank of Program Managers.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

2.01 The Association recognizes that the management of the work place and the direction of the working forces are fixed exclusively with the Employer and shall remain solely with the Employer except as limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline Nurses, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- (c) determine job rating or classification, the hours of work, work assignments, and the methods of doing the work;
- (d) put into effect, enforce and alter reasonable rules and regulations governing the conduct of the Nurses; and
- (e) generally to manage the Corporation and, without restricting the generality of the foregoing, plan, direct and control operations, determine the number of personnel required from time to time, the standards of performance for all Nurses, the methods, procedures and materials used, schedules of work and all other matters concerning the Employer's operation not otherwise dealt with elsewhere in this Agreement.

2.02 These rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement.

2.03 The Employer shall retain the right to contract out work. However, the Employer shall not contract out work that would directly result in the layoff of any Employee for the life of the Collective Agreement.

### **ARTICLE 3 – NO DISCRIMINATION**

3.01 The Employer and the Association agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or any of their Representatives or Members because of a Nurse's membership or non-membership in the Association.

3.02 The Employer and the Association agree that neither of them nor their respective Representatives will contravene the applicable provisions of the *Ontario Human Rights Code*.

### **ARTICLE 4 – NO STRIKES OR LOCKOUTS**

4.01 The Employer and the Association are agreed that during the term of operation of this Agreement there shall be no strikes and/or lockouts. The terms "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*, and amendments thereto.

### **ARTICLE 5 – REPRESENTATION**

5.01 Permanent Nurses shall be eligible to serve as members of the Grievance or Negotiating Committees only if they are members of the bargaining unit and have completed their probationary period unless no one has completed the Nurse's probationary period.

5.02 Negotiation Committee

The Employer will recognize a Negotiation Committee consisting of up to two (2) permanent full-time Nurses and one (1) permanent part-time Nurse.

5.03 Grievance Committee

In order to provide an orderly procedure for the servicing of differences between the parties and of Nurses' grievances which may arise hereunder, the Association will select a Grievance Committee of two (2) Nurses whose duties shall be to assist other Nurses, if requested, in accordance with the Grievance Procedure.

5.04 Time Off for Union Business

- (a) It is understood that the members of the Grievance or Negotiation Committees have their regular work to perform on behalf of the Employer and that if it is necessary to process a grievance or negotiate during working hours, they will not leave their work without first obtaining the permission of their immediate Program Manager or designate. In obtaining such permission, which shall not be unreasonably withheld, the expected length of absence shall be stated. The Association Representative shall report to their immediate Program Manager or designate at the time of their return to work.
- (b) The Employer will pay members of the Grievance Committee at their respective salaries for all regular time lost in carrying out their duties under the Collective Agreement and while attending meetings with the Employer.
- (c) The Employer will pay members of the Negotiation Committee at their respective salaries for all regular time lost in negotiating renewals of this Agreement up to but not including conciliation.

5.05 ONA Representative

At the request of either party, a Representative of the Ontario Nurses' Association may attend any meetings of the Grievance and Negotiation Committees.

5.06 Association Interview

During the orientation period, an Officer of the Association or Nurse Representative shall be allowed fifteen (15) minutes within regular working hours to interview such Nurses and to discuss the benefits and duties of Association membership and responsibilities to the Association.

5.07 No Solicitation

The Association further agrees that there will be no solicitation for membership, or any other Association activity on Employer premises, except with the written permission of the Employer or as specifically provided for in this Agreement.

5.08 References to Representatives, Officers & Committee Members

All references to Representatives, Officers and Committee Members of the Association in this Agreement shall be deemed to mean Representatives, Officers and Committee Members of the Association's duly chartered Local namely Local #035, Ontario Nurses' Association unless otherwise indicated. It is understood that such Representatives and Committee Members will be Employees of the Employer.

5.09 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass directly to and from the Director, Public Health, or any person appointed to act in his/her place and one of the elected Officers of the Association, whose names shall be submitted to the Director, Public Health. The Association shall notify the Employer in writing of the names of members of the Association Executive upon their taking office and the names of members of the Grievance and Negotiation Committees and of any changes of such personnel before the Employer shall be required to recognize them.

5.10 Management-Association Committee

- (a) The Employer agrees to recognize a Management-Association Committee consisting of three (3) Representatives of the Employer and three (3) Representatives of the Association, one of whom shall be the Bargaining Unit President.
- (b) The Committee shall meet at a minimum every three (3) months. The duties of Chairperson and Secretary shall alternate between the parties. Agenda items to be discussed shall be exchanged in writing at least five (5) calendar days prior to the meeting. The Secretary shall take Minutes and distribute them to Committee Members.
- (c) The Committee shall meet for the purposes of discussing issues relating to the work place not covered by the Collective Agreement that affect the parties or Employees covered by the Collective Agreement.
- (d) The Association recognizes that Members of the Management-Association Committee have their regular duties to perform in connection with their employment, and that only such reasonable time as is necessary shall be spent during working hours to attend

such Committee meetings. The Employer agrees to pay for time spent during regular working hours for the Representatives of the Association for attending such meetings.

## **ARTICLE 6 – ASSOCIATION SECURITY**

- 6.01 (a) The Employer during the term of this Agreement shall deduct each month an amount equal to the regular monthly Association dues from each Nurse and remit the same, along with the names and last known addresses of Nurses from whom deductions have been made, to the Association, no later than fifteen (15) days after the end of the month for which deductions have been made.
- (b) The amount of the monthly dues to be deducted shall be those validly authorized by the Association. The Association shall notify the Employer in writing of the amount to be deducted from each Nurse. Such notification, or any amendments thereto, given with two (2) weeks' notice, shall be the Employer's authority to make the deductions.
- 6.02 In consideration of the above, the Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the operation of this Article.

## **ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURES**

- 7.01 In order to ensure that complaints of Nurses shall be remedied as quickly as possible, the parties agree that the procedure for submitting and dealing with grievances shall be as follows:

It is understood that a Nurse has no grievance until the Nurse has first given the Nurse's Program Manager an opportunity to adjust the Nurse's complaint. If a Nurse has a complaint, the Nurse shall, with the assistance of a member of the Grievance Committee if desired, discuss it with the Nurse's Program Manager within five (5) working days after the circumstances giving rise to the complaint have originated or occurred, or within five (5) working days of the time the Nurse reasonably ought to have known of the circumstances. The Program Manager shall communicate her/his reply to the complainant within three (3) working days and if not satisfied, the complainant may file a written grievance in the following manner and sequence:

### **Step No. 1**

The Nurse may with the assistance of a member of the Grievance Committee if desired, submit a written grievance signed by the Nurse to the Director, Public Health within five (5) working days after the Nurse has received the reply of the Program Manager. The Director, Public Health will

hold a meeting within seven (7) working days, with the Grievance Committee to discuss the grievance. The nature of the grievance and the remedy sought shall be clearly set out in the grievance. The Director, Public Health will deliver her/his decision in writing within five (5) working days from the date of the meeting to the Bargaining Unit President. Failing settlement, then:

#### Step No. 2

Within five (5) working days following the decision under Step No. 1, the Nurse must, with the assistance of a member of the Grievance Committee if desired, present the written grievance to the General Manager, Health and Family Services who will hold a meeting within seven (7) working days, with the Grievance Committee, to discuss the grievance. The General Manager, Health and Family Services will give her/his decision in writing within five (5) working days from the date of the meeting to the Bargaining Unit President and copied to the Labour Relations Officer. Failing settlement, the grievance may be submitted to arbitration.

### 7.02

#### Policy Grievance

A grievance arising directly between the Employer and the Association concerning the interpretation, application or alleged violation of this Agreement, shall be originated in writing under Step No.1. However, it is expressly understood that the provisions of this paragraph may not be used by the Association to institute any individual grievance directly affecting a Nurse, which such Nurse could institute and the regular Grievance Procedure shall not be thereby bypassed. Any grievance by the Employer or the Association as provided for in this paragraph shall be commenced within ten (10) working days after the circumstances giving rise to the grievance have occurred, or within ten (10) working days of the time the grieving party reasonably ought to have known of the circumstances. The grievance must be signed by the Director, Public Health or the Bargaining Unit President, respectively, or their Designates.

### 7.03

#### Discharge/Discipline Grievances

- (a) The discharge of a probationary Nurse shall not be the subject of a grievance. A claim by a Nurse that the Nurse has been discharged without just cause, suspended or otherwise disciplined shall be treated as a grievance if a written statement of such grievance setting out the nature of the grievance, and the specific remedy sought is lodged at Step No. 2 of the Grievance Procedure, with a copy to the Director, Public Health within ten (10) working days after the discharge is effected.
- (b) Prior to any notification of formal discipline of a Nurse by the Employer, such Nurse shall be advised of her right to have the presence of an Association Representative.



- (c) Should the Employer suspend, discharge or discipline a Nurse, a written copy of the notification by the Employer to such Nurse shall be sent to the Bargaining Unit President and copied to the Labour Relations Officer.

7.04 Any grievance not submitted within the time limits nor advanced by the grieving party within the time limits provided for each step of the Grievance Procedure shall be deemed to have been dropped. No matter may be submitted to Arbitration that has not been properly carried through all the requisite steps of the Grievance Procedure. Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.

7.05 All agreements reached under the Grievance Procedure between the parties will be final and binding upon the Employer and the Association and the Nurses.

7.06 If the Employer or the Association requests that a grievance as above provided be submitted to Arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time, nominate an Arbitrator. Within ten (10) working days thereafter, the other party shall nominate an Arbitrator and notify the other party. The two (2) Arbitrators so nominated shall, within ten (10) working days of the nomination of the latter of them, attempt to settle by agreement the selection of the third person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such a Chairman, they may then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

7.07 Arbitration

- a) Failing settlement at Step No.2, 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 7, if a written notice for arbitration is received within fifteen (15) 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. This provision does not affect the Arbitrator's statutory authority to modify or set aside any disciplinary penalties.
- d) The decision in writing of the Arbitrator with respect to the matters coming within their jurisdiction, shall be final and binding upon the parties hereto and the Employees.
- e) Each of the parties hereto will bear the expense of the Arbitrator equally.

7.08 Any time limit referred to in Article 7 shall be exclusive of Saturdays, Sundays, and Paid Holidays observed by the Employer.

7.09 (a) The time limits fixed in both the Grievance and Arbitration Procedures may be extended by written mutual consent of the parties to this Agreement.

(b) Any step of the Grievance Procedure may be waived by written mutual consent of the parties to this Agreement.

## **ARTICLE 8 – SENIORITY**

### 8.01 Seniority Defined

"Seniority" is the relative status of Nurses as measured by length of service within the bargaining unit. The purpose of seniority is to provide a right of preference as to layoff, recall, job posting and vacation/leave of absence for vacation purposes within the bargaining unit. The Employer will provide the Association with a seniority list calculated in accordance with Article 8.03.

### 8.02 Probationary Periods

(a) For full-time Employees, the first six (6) calendar months of employment of each newly hired Nurse shall be considered a probationary period during which period the Employer shall have the right to discharge such Nurse.

(b) For part-time Employees, the first seven hundred and seventy-five (775) hours worked or nine (9) calendar months (whichever is the shorter) of each newly hired Nurse shall be considered a probationary period during which period the Employer shall have the right to discharge such Nurse.

- (c) A Nurse on probation shall not be entitled to any of the seniority rights granted by this Agreement but on completion of the Nurse's probationary period the Nurse's name will be placed on the seniority list and the Nurse's seniority shall be retroactive to the date upon which the probationary period commenced.

## 8.03

Seniority

- (a) Seniority for Nurses shall commence and accumulate on the basis of the number of regular hours worked in each calendar year. The maximum number of hours worked in each calendar year for full time and part time Employees for seniority purposes will be 1820 hours;
- (b) A Nurse's full seniority and service shall be retained by the Nurse in the event that she is transferred from full-time to part-time or vice-versa within the Bargaining Unit. There shall be no reduction in their hourly rate as a result of the transfer. A Nurse whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of 1820 hours worked for each year of full-time seniority. A Nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority or service for each 1820 hours worked;
- (c) A full-time and a part-time seniority list showing each Nurse's name, date of hire, and hours of work as of June 30th and December 31st of each year, shall be sent to the Local ONA Representative within a four (4) week period of these dates. At the same time, a copy will be posted in the Employer's office(s). Complaints regarding an inaccuracy in the list shall be made in writing to the Director, Public Health within one (1) month of posting of the list. If no written complaint is received within the time period, the list will be considered to be accurate.

Where two or more full-time nurses are hired on the same day, seniority order shall be determined by lottery with nurses appearing on the seniority list in the order drawn. The lottery shall occur by the administrative assistant on the first day of the nurses' employment. In addition to the nurses involved, a Management and Union representative shall be present for the lottery;

- (d) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
  - (i) when on an approved leave of absence with pay;
  - (ii) when in receipt of WSIB benefits;
  - (iii) on an Association Leave as identified in 10.01;

- (iv) when on a pregnancy/parental/adoption leave;
  - (v) when on an education leave as per Article 10.06;
  - (vi) for medical reasons for a period of up to two (2) years;
  - (vii) when on an approved leave of absence without pay of less than thirty (30) consecutive calendar days per calendar year as per Article 10.07 (f).
- (e) Seniority shall be retained but not accumulated when a Nurse is absent from work under the following circumstances:
- (i) when on an approved leave of absence not specified in 8.03;
  - (ii) when a Nurse is laid off due to reduction in nursing staff, seniority shall be retained for a period of twenty-four months;
  - (iii) when a nurse transfers out of the bargaining unit as per Article 8.05;
  - (iv) when on an approved leave of absence without pay of more than thirty (30) consecutive calendar days year as per Article 10.07 (f).
- (f) Termination of Seniority

A Nurse shall lose all seniority and the Nurse's employment terminated if the Nurse:

- (i) voluntarily leaves the employ of the Employer, or is retired;
- (ii) is discharged and is not reinstated through the Grievance or Arbitration Procedure;
- (iii) is laid off continuously for a period of more than twenty-four (24) months;
- (iv) is absent from work without prior permission for three (3) consecutive working days unless a satisfactory reason is given to the Director of Public Health or designate;
- (v) fails to return to work upon termination of an authorized leave of absence unless a satisfactory reason is given to the Director of Public Health or designate, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

- (vi) fails to return to work within ten (10) working days after being recalled from layoff by notice sent by registered mail to her/his last known address as shown on the Employer's records; or
- (vii) is absent from work due to illness or disability which absence continues more than twenty-four (24) months.

This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

#### 8.04 Temporary Employees

- (a) A Nurse hired as a temporary Employee for a period not to exceed twelve (12) consecutive months, or eighteen (18) consecutive months in the case of pregnancy/parental leave, shall be advised in writing at the time of hiring of the Nurse's temporary status and of the Nurse's period of employment. Notwithstanding any other term or provision of this Agreement, the Nurse's employment shall automatically terminate at the end of the specified period. If, however, the Employer decides to offer the Nurse employment as a regular full-time or part-time Nurse, the Nurse's seniority will date from date of last hire.
- (b) Newly hired temporary Employees will receive four percent (4%) in lieu of vacation from the first day. Following three months of employment an additional ten percent (10%) in addition to their regular hourly earnings, shall be paid in lieu of Sick Leave and Health and Life benefits (Article 13), Paid Holidays (Article 11) and OMERS. Temporary Employees who elect to participate in OMERS shall have the Employer's contribution deducted from the ten percent (10%) payment. If the OMERS contribution holiday is in effect, the deduction shall be equivalent to the Employer's contribution prior to the commencement of the contribution holiday.
- (c) Temporary immunization Employees returning to a second season will have the three (3) month waiting period in (b) above waived.
- (d) Temporary Employees will receive a minimum guarantee of three (3) hours per shift at the applicable rate and/or premium.
- (e) Temporary employment may be extended on a temporary basis for a specified period by mutual written agreement of the parties to this Agreement.

#### 8.05 Transfers Out of the Bargaining Unit

A Nurse who is transferred to a position outside the bargaining unit but within the Municipality, shall retain but not accumulate seniority while in that position for a period of up to twelve (12) months. If a Nurse returns to the Nurse's previous position prior to the end of the twelve (12) months, the

Nurse will be entitled to all the rights of the Collective Agreement upon the date of return. In the event the nurse does not return to the bargaining unit, all seniority will be lost. If replaced, the Nurses' position will be filled on a temporary basis while out of the bargaining unit.

#### 8.06 Specially Funded Programs

Where it is necessary to terminate or decrease specially funded programs, the Employer will meet with the Nurses involved and the Association to review the reasons for the change, the implementation of the change and the effect on the Nurses involved. These Nurses shall have the right to another position such that any reduction of the nursing force shall be in accordance with Article 8.10.

#### 8.07 Job Posting

- (a) The Employer shall post through email all internal vacancies including temporary, stating the areas of the vacancies, for a period of six (6) working days. All permanent Nurses who have completed their probation within the bargaining unit may apply. At the time of the posting, the Employer shall also send a copy of the email to the Bargaining Unit President of the Association.

Applications from probationary and temporary Nurses will be accepted during the internal job posting process and will be considered prior to external posting. The Employer is under no obligation to interview or hire such Employees through this process. Such Employees shall not be in competition with seniority members for any job postings.

- (b) In all cases of internal posted positions in the bargaining unit, the following factors shall be considered:
- (i) ability, qualifications, experience and performance
  - (ii) seniority

Where factors (i) are relatively equal, factor (ii) shall govern.

- (c) Any newly hired Nurse or a Nurse who undertakes a new assignment will be provided an orientation period of up to four (4) weeks, in consultation with the Program Manager, taking into consideration the needs of the Nurse involved.
- (d) Should the Employer decide not to fill a vacancy, it will notify the Association at the time the vacancy occurs.

#### 8.08 Temporary Job Opportunity

It is agreed and understood that permanent full-time or part-time Employees applying for a temporary position of up to twelve (12) months or eighteen (18) months in the case of pregnancy/parental leave, must have the approval of their immediate Program Manager. The parties agree that such approval will not be unreasonably denied.

Where a permanent Employee is the successful applicant for a temporary position she will be advised of the termination date, if known, and will be afforded all rights under the Collective Agreement.

With the exception of sick leave, any extension beyond the time originally posted, will be subject to the mutual agreement between the Employer and the Association. Sick leave replacements may be extended for a period of up to 24 months without mutual agreement. At the completion of the term of replacement, the Nurse will be reinstated to her former or a comparable position. The Employer shall only be required to post one (1) additional vacancy after the initial posting for the original temporary vacancy.

8.09 Once confirmed in a permanent position, permanent full-time and part-time Nurses will not be able to move to another position for at least six (6) months unless it is to change their full-time equivalency status.

8.10 Layoff

A "layoff" shall be defined as any reduction of the work force or normal working hours.

- (a) In the event of a proposed layoff or the elimination of a position resulting in a layoff within the bargaining unit:
- i) Where possible, the Employer shall provide the Union written notice of the layoff and the manner of implementation thereof no less than thirty (30) calendar days prior to said layoff.
  - ii) Individual layoff notice to nurses shall be provided in accordance with the provisions of the *Employment Standards Act*.
  - iii) Any displaced Nurse(s) affected by a layoff shall be deemed to have been provided with the required notice upon giving the originally affected Nurse(s) notice as set out above and a notice regarding the same being posted in the respective workplaces. For Nurse(s) off on an approved leave/vacation, direct notice will be provided individually. Follow up meetings shall be held with affected individual(s) who are to be displaced.
  - iv) The parties agree to meet to discuss the reasons causing the layoff, the services the employer will undertake after the layoff

and to consider suggestions aimed toward minimizing the negative effects of such layoff.

- (b) Once the Employer has determined and identified the position(s) to be reduced or eliminated, the appropriate notice will be given to the affected Nurse's as per (a) above. A representative of the Employer and Union shall meet with the affected Nurse(s) to discuss their options.
- (c) The laid off or displaced Nurse is entitled to:
  - i. accept the layoff or;
  - ii. opt to retire if eligible under the terms of the collective agreement and OMERS legislation, or;
  - iii. elect to transfer to a vacant position (In this Article, a "vacant position" shall mean a position for which the internal posting process has been completed and no successful applicant has been appointed) or;
  - iv. displace the junior Nurse on a team provided that the Nurse is qualified to perform the work within a reasonable orientation period of four (4) weeks as per Article 8.07(c). For clarity, a team is defined as a group of Employees working in a particular area of Public Health. It does not apply to individual job functions within a team.
- (d) The Employer will provide the Association with an up-to-date seniority list, dated at the end of the pay period previous to the original date of notification as required in (a) above. This will be the 'official frozen layoff seniority list' for all layoff notifications(s) issued in the notice provided in (a) above.
- (e) Nurses choosing to exercise seniority in order to displace a less senior Nurse shall within three (3) working days of receiving notice of layoff, notify Human Resources in writing of their intent to displace and where, with a copy to the Director of Public Health and the Bargaining Unit President. The Bargaining Unit President will also be provided with a list referencing the full-time equivalent for the positions and which team they are on.
- (f) The Employer will not hire any new Nurse to fill a vacancy where there is a Nurse on layoff who is qualified to fulfil the normal requirements of the job. Subject to Articles 8.07, 8.08, and 8.10, a Nurse on layoff will have preference over external applicants to positions and will be recalled, where the Nurse is qualified to perform the normal requirements of the job.



- (g) Status of probationary and temporary Nurses shall be reviewed before a full-time or part-time nurse is laid off.
- (h) The parties agree Union representatives will be present in all meetings and at all steps of the layoff process.

#### 8.11 Exercising of Seniority Rights

For purposes of bumping:

- (a) The senior Nurse will assume the location, and hours of work originally held by the junior Nurse or vacation position;
- (b) An individual who bumps into a particular position will be advised in writing by the Human Resources Division with an effective date duly noted;
- (c) For Nurses who were laid off and/or displaced Article 8.09 shall not apply.

#### 8.12 Continuation of Benefits

A Nurse who has completed the Nurse's probationary period and if laid off may continue on said benefit plans while on recall by prepaying all premium cost in a manner acceptable to the Employer.

#### 8.13 Recall

In the event of a recall in any given program Nurses shall be recalled to positions in the bargaining unit on the basis of seniority.

All Nurses who are on layoff will be given job opportunities in the bargaining unit before any new Nurse is hired into the bargaining unit.

Recall will be by registered letter to the last address recorded with the Corporation by the Nurse. Nurses will be required to return to work within ten (10) working days of the notice sent by registered mail unless otherwise agreed between the Employer, the Nurse and the Union.

Before a Nurse is recalled from layoff, if a vacancy occurs, a Nurse that was transferred to another position as a result of being displaced will have an opportunity to return to the Nurse's former team, providing the vacancy occurs within six (6) months of the day of transfer.

#### 8.14 Change of Address

It shall be the duty of the Nurse to notify the Employer in writing promptly of any change in address or phone number. If a Nurse fails to do this, the Employer will not be responsible for failure of a notice by registered mail to reach such Nurse.

## **ARTICLE 9 – HOURS OF WORK**

9.01 The normal hours of operation for the Health Unit are 8:30 a.m. to 4:30 p.m., Monday to Friday. However, it is recognized that the nature of Public Health often requires flexible work hours and may include evenings and Saturdays.

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 biweekly pay period.

A permanent full-time or part-time Nurse may, with the approval of the Nurse's Program Manager, adjust the Nurse's work schedule within a seventy (70) hour pay period, ensuring that there is adequate coverage in her area of work during the Nurse's time off duty within normal working hours.

9.02 Travel time required to and from job functions as well as set up and dismantle time will be included in the time requirement for such functions with the exception of non-mandatory professional development. The amount of time in question will be discussed with the Nurse prior to this event.

Whether the function is mandatory or non-mandatory will be disclosed to the Employee prior to attending.

9.03 Over Time

All hours worked in excess of seventy (70) hours in a pay period (two weeks), will be considered overtime and will either be paid or banked at one and one half (1-1/2) times the Nurses' regular rate of pay. Such overtime must be pre or post-authorized by the Employee's Program Manager or Designate. In extenuating circumstances, approval of post authorized overtime may be granted on a case by case basis.

All work on weekends or statutory holidays, required by the Employer that is not a pre-scheduled shift, will be considered overtime and will be compensated at the rate of time and one-half the straight time hourly rate for Saturdays and two times the straight time salary rate for Sundays and Statutory Holidays.

All pre-scheduled work on Saturday will be self-scheduled by the Nurse in conjunction with the Nurse's Program Manager. Nurses may be required to work up to ten (10) pre-scheduled Saturdays in each calendar year.

All pre-scheduled work, with sixty (60) days' notice, on Saturday will be paid at the Nurses' straight time hourly rate with a minimum guarantee of three (3) hours pay. In addition, the Nurse will receive an allowance of ninety cents (90¢) per hour.

## 9.04

Banked Time

- (a) An Employee may bank pre-approved overtime to a maximum of thirty-five (35) straight time hours.
- (b) The banking of hours, in lieu of overtime pay, shall be at the option of the Employee.
- (c) Employees shall be credited with banked time at premium rates as specified in the Collective Agreement.
- (d) All requests to use banked time is to be requested five (5) days in advance where possible and approved by the Program Manager or designate.
- (e) Part-time only:

All part-time Employees who work in excess of forty-eight (48) hours up to seventy (70) hours in a pay period will be compensated in pay or time off at the regular rate of pay.

## 9.05

Standby

An Employee who is required to remain available for duty on standby shall receive standby pay in the amount of three hundred dollars (\$300.00). The standby period shall be from 4:30pm Friday to 8:30am the following Friday.

When a recognized Holiday occurs during an Employee's standby duty, they shall be paid an additional fifty dollars (\$50.00). The person who is working the weekend contiguous with a Friday Holiday shall receive the fifty dollars (\$50.00).

Where a Nurse is called to work from standby, where the Nurse has to work outside the home, the Nurse shall receive one and one-half (1½) times the Nurse's regular rate of pay for all hours worked with a minimum guarantee of three (3) hours' pay which the Nurse may take as banked time.

Where a Nurse is called in to work from standby, where the Nurse has to work outside the home, on a Sunday or Holiday the Nurse shall receive double the Nurse's regular rate of pay for all hours worked with a minimum guarantee of three (3) hours' pay which the Nurse may take as banked time.

Travel time required to and from job functions will be included in the calculation of hours worked.

## 9.06

Call In

Where a Nurse is not regularly scheduled and called in, on an emergent basis, for work outside of the normal hours of operation during the period of Monday to Saturday, the Nurse shall receive one and one-half (1½) times

the Nurse's regular rate of pay for all hours worked which the Nurse may take as banked time.

When an Employee is not regularly scheduled and called in, on an emergent basis, for work on a Sunday or Holiday the Nurse shall be paid for a minimum of three (3) hours at the applicable rate, which the Nurse may take as banked time.

Travel time required to and from job functions will be included in the calculation of hours worked.

- 9.07 Where a Nurse receives a communication (telephone call, text, emails, etc.) outside of her hours of work, the Nurse shall be paid premium pay for actual time of the call and documentation related to the call to the next increment of one-quarter ( $\frac{1}{4}$ ) hour.

## **ARTICLE 10 – LEAVES OF ABSENCE**

### 10.01 Association Leave

- (a) Leaves of absence for Association business shall be granted to Nurses with pay up to an aggregate of forty-five (45) working days per year, provided such leaves of absence do not interfere with the continuance of efficient operations of the Corporation. It is agreed that no more than two (2) Nurses shall be absent on such leave at one time. The Association will give the Employer two (2) weeks' written notice of a Nurse's request to be absent for Association business. During such leave of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer and the Local Association agrees to reimburse the Employer in the amount of the daily rate of the Nurse. The Employer will bill the Local Association within a reasonable period of time.
- (b) Any Nurse who is elected or selected for a full-time position with the Association, shall be granted leave of absence, without pay, by the Employer for the period of one (1) year and while on such leave of absence, shall not lose the Nurse's seniority status but shall be entitled to uninterrupted seniority.

### 10.02 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The Nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.

- (c) The Nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b), above, by written notification received by the Public Health Unit at least four (4) weeks in advance thereof. The Nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace Nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Public Health Unit, in a permanent position, the Nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The Nurse shall be credited with all hours worked toward the probationary period provided in Article 8.02.

The Public Health Unit will outline to Nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Public Health Unit's Supplemental Employment Benefit (SUB) Plan, a Nurse who is on pregnancy leave, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act*, 1997, as amended, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of the Nurse's regular weekly earnings and the sum of the Nurse's weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Public Health Unit of the Nurse's Employment Insurance cheque stub as proof that the Nurse is in receipt of Employment Insurance pregnancy benefits, and shall continue while the Nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Nurse's regular weekly earnings shall be determined by multiplying the Nurse's regular hourly rate on the Nurse's last day worked prior to the commencement of the leave times the Nurse's normal weekly hours.

The Employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration, or in respect of deferred remuneration or severance pay benefits, are not reduced or increased by payments received under the plan.

- (f) If the Employee wishes to contribute to the O.M.E.R.S. pension plan immediately upon the completion of the pregnancy leave as per O.M.E.R.S. requirements, the Employer will match the contribution for the period involved. If the Employee does not wish to contribute

to the O.M.E.R.S. pension plan at the completion of the leave and wishes to purchase O.M.E.R.S. for the leave period at a later date, the employee may arrange with O.M.E.R.S. to contribute for the broken service on behalf of both the Employee and the Employer.

### Parental Leave

- (g) A Nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (h) A Nurse who has taken a pregnancy leave under Article 10.02 (a) is eligible to be granted a parental leave of up to sixty-one (61) weeks duration, in accordance with the *Employment Standards Act*. A Nurse 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*.
- (i) The Nurse shall be reinstated to the Nurse's former position, unless the Nurse's former position has been discontinued, in which case the Nurse shall be given a comparable job.
- (j) Nurses newly hired to replace Nurses who are on approved parental leave may be released and such release shall not be the subject of grievance or arbitration. If retained by the Public Health Unit, in a permanent position, the Nurse shall be credited with seniority from the date of hire subject to successfully completing her probationary period. The Nurse shall be credited with all hours worked toward the probationary period provided in Article 8.02.

The Public Health Unit will outline to Nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (k) On confirmation by the Employment Insurance Commission of the appropriateness of the Public Health Unit's Supplemental Employment Benefit (SUB) Plan, a Nurse who is on parental leave, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, 1997, as amended, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of the Nurse's regular weekly earnings and the sum of the Nurse's weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Public Health Unit of the Nurse's Employment Insurance cheque stub as proof that the Nurse is in receipt of Employment Insurance parental benefits and shall continue while the Nurse is in receipt of

such benefits for a maximum of ten (10) weeks. The Nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

Where an Employee elects to receive parental leave benefits pursuant to Section 12 (3) (b) (ii) (61 weeks) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the Employee elected to receive the parental leave benefit pursuant to Section 12 (3) (b) (i) (35 weeks) of the *Employment Insurance Act*.

The Employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (l) If the Employee wishes to contribute to the O.M.E.R.S. pension plan immediately upon the completion of the parental leave, the Employer will match the contribution for the period involved. If the Employee does not wish to contribute to the O.M.E.R.S. pension plan at the completion of the leave and wishes to purchase O.M.E.R.S. for the leave period at a later date, the Employee may arrange with O.M.E.R.S. to contribute for the broken service on behalf of both the Employee and the Employer.

### 10.03 Bereavement Leave

- (a) In the event of the death of a father, mother, step parents, step children, spouse/common law spouse, son, daughter, brother, sister, grandparents, grandchildren, mother or father of the current spouse/common law spouse, a Nurse will be allowed time off with pay. The length of such absence with pay shall not exceed three (3) consecutive working days, beginning with the first full working day immediately following the death or in conjunction with the day of the funeral. A paid statutory holiday shall be considered a working day.
- (b) One (1) day leave of absence shall be granted, with pay, to a Nurse to attend the funeral of an aunt, uncle, niece, nephew of the Nurse. One (1) day leave of absence shall be granted, with pay, to a Nurse to attend the funeral of a sister, brother, or grandparents of the current spouse/common law spouse of such Nurse.
- (c) One-half (½) day leave of absence with pay shall be granted to attend a funeral as a pallbearer.
- (d) In addition, one Nurse designated by the Union from time to time, shall be granted up to one day off with pay, for the purpose of

attending the funeral of a Union Member or retired Union Member employed or formerly employed by the Employer.

- (e) If bereavement leave occurs during a Nurse's vacation leave, the Employee will be allowed to reschedule such vacation for the number of days equal to the bereavement leave.
- (f) 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.

#### 10.04 Witness and Jury Duty

The Employer will continue to pay the regular wages of a Nurse who is scheduled to work, who is called for jury duty or required to appear as a witness for the Crown provided that the Nurse forwards all witness or jury fees other than for expenses to the Employer. In order to be eligible for payment, Nurses must notify the Program Manager within twenty-four (24) hours of receiving the summons and must furnish proof of the date and time served and the amount of pay received.

#### 10.05 Professional Meetings

A paid leave of absence and without loss of seniority may be granted, upon application in writing to the Director, Public Health, for attendance at meetings of the R.N.A.O to a maximum of four (4) working days per request and to an annual aggregate of ten (10) working days for the bargaining unit. No more than two (2) Nurses will be given such leave at any one time.

#### 10.06 Professional Development & Education Leave

Nurses shall have the opportunity for professional growth through training opportunities designed to assist the individual to function more effectively in their current position. These shall include:

- (a) The Employer may, at its discretion, grant educational leave without pay, benefits or loss of seniority to any Nurse who has a minimum of two (2) years seniority who wishes to enroll in a post graduate, certificate or degree course of study relevant to the profession at a recognized college or university.
- (b) Leave of absence with pay will be granted to allow a Nurse to write the required examination on completion of the certification of a course of study relevant to the profession 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.
- (c) A Nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of



writing exams arising out of the Quality Assurance Program with the College of Nurses of Ontario.

- (d) Approval of such leave shall not be unreasonably denied.
- (e) All registration/exam fees needed to perform the duties related to the certification in Infection Control (CIC) as an Infection Control Practitioner or the certification in IBCLC (International Board Certified Lactation Consultant) for the Lactation Consultant role will be paid by the Employer upon successful completion and proof of payment.

#### 10.07 General Leave

The Employer may grant a leave of absence without pay to a Nurse for personal reasons within this Article provided:

- (a) During the period of such leave, no Employee may accept employment for wages or salary unless the Corporation has approved the leave for that purpose.
- (b) Requests of five (5) consecutive working days or less, must be submitted on the "Employees Days without Pay Request" form and must be properly completed, signed by the Nurse, and forwarded to the Program Manager or his/her Designate, to arrive at least ten (10) working days prior to the date of leave for approval.
- (c) In the event of an emergency of a requested leave of less than five (5) days, a telephone call to the Program Manager or his/her Designate, followed by a completed application form, will be acceptable;
- (d) In the case of absences greater than five (5) consecutive (5) working days, the request for leave must be in writing and include an explanation of the leave as well as the beginning and end date. The request must be submitted to the Director of Public Health at least fifteen (15) working days prior to the date of the leave, who will make a recommendation to the Chief Human Resources Officer for final approval.
- (e) Such absence must not conflict with the efficient operation of the Chatham-Kent Public Health Unit;
- (f) Such leave shall be without pay and without loss of seniority for any period or periods not exceeding thirty (30) consecutive calendar days in any one calendar year.
- (g) Vacation entitlement is to be used or scheduled and approved before requesting a leave of absence for vacation purposes.

- (h) Requests for leave will not be unreasonably denied.

10.08 Leave of Absence – Continuation of Benefits

When leave of absence in excess of thirty (30) consecutive calendar days has been approved, it is the responsibility of the Nurse to make arrangements with the Corporation's Manager, Compensation & Benefits for payment of the continuation of benefits such as extended health and dental insurance.

**ARTICLE 11 – PAID HOLIDAYS**

- 11.01 (a) A permanent full time Nurse within the scope of this Agreement shall be paid at the regular straight time rate of pay for each of the following agreed holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Day before Christmas Day or
Family Day	Day before New Year's Day**

\*\*choice of day to be arranged with Program Manager and should be scheduled by November 1 in any given year. Should the Employee not make application to schedule the day by December 1, it will be assigned by the Program Manager. Employees will be given the ability to use a half day on the day before Christmas and the day before New Year's to accommodate municipal closures.

- (b) For the first three months of employment, part-time Employees will receive Holiday pay pursuant to the Employment Standards Act. On the first day following three (3) months of employment, part-time Employees will be paid pursuant to Article 13.13.
- (c) For the first three (3) months of employment, temporary Employees will receive Holiday pay pursuant to the Employment Standards Act. On the first day following three (3) months of employment, temporary Employees will be paid pursuant to Article 8.04 (b).
- (d) Whenever any of the above-noted holidays falls on a Saturday and/or Sunday, the holiday(s) will be observed as deemed by the Municipality.
- 11.02 A Nurse required to work on any of the foregoing holidays shall be given equal time off in lieu at a time mutually convenient to the Program Manager and the Nurse, and the Nurse shall receive payment at the rate of two (2) times the Nurse's regular rate of pay for all hours worked.

- 11.03 A Nurse shall not qualify for holiday pay if they are on an unpaid leave of absence other than for an Association Leave for either the working day immediately preceding or immediately following the paid holiday concerned.
- 11.04 A full-time Nurse who is scheduled to work on a holiday, but does not work because of illness or injury will receive holiday pay as set out in Article 11.01, but will not receive any sick pay benefits.
- 11.05 Where the holiday falls during the vacation period of a full-time Nurse, it shall be added to the said vacation period.

**ARTICLE 12 – VACATIONS**

- 12.01 Vacation credits will be accumulated by full-time Nurses, not including temporary full-time Nurses, in the bargaining unit monthly from date of full-time employment.
- 12.02 (a) Entitlement to vacation with pay for full-time Nurses who work 35 hours per week will be based as follows:
  - (i) Less than three (3) years service – 1.66 days vacation with pay for each completed month of service.
  - (ii) Three (3) years but less than eight (8) years service – 1.83 days vacation with pay for each completed month of service.
  - (iii) Eight (8) years but less than thirteen (13) years service – 1.92 days vacation with pay for each completed month of service.
  - (iv) Thirteen (13) years but less than eighteen (18) years service – 2.08 days vacation with pay for each completed month of service.
  - (v) Eighteen (18) years but less than twenty-five (25) years service – 2.25 days vacation with pay for each completed month of service.
  - (vi) Twenty-five (25) years’ service or more – 2.50 days' vacation with pay for each completed month of service.
- (b) Full-time Nurses, who work more than 24 hours but less than 35 hours a week, will be allowed to accrue vacation prorated to their full-time equivalent. The maximum accrual will be double the yearly amount of vacation entitlement.

1 FTE	0.9 FTE	0.8 FTE	0.7 FTE
1.66	1.49	1.33	1.16
1.83	1.65	1.46	1.28

1.92	1.73	1.54	1.34
2.08	1.87	1.66	1.46
2.25	2.03	1.8	1.58
2.5	2.25	2	1.75

- 12.03 (a) Notwithstanding anything herein contained, Nurses shall be granted vacations requested 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, subject to the approval of their Program Manager or his/her Designate so far as may be required to ensure the efficient operation of the Health Unit.
- (b) Time off for vacation purposes shall be requested on the Vacation form. Vacation request 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 Nurses' first request (representing an individual consecutive block of time). Vacation schedules are to be posted by April 15<sup>th</sup> each year. Any vacation requests received after April 1<sup>st</sup> shall be granted in accordance with the date of submission.
- (c) Requests to cancel vacation with less than two (2) weeks' notice must be approved by the Director of Public Health.

12.04 Full-time Nurses may accumulate credits to the maximum limit set out below:

<u>Yearly Vacation Entitlement</u>	<u>Maximum Allowable Vacation Credit Accumulation</u>
20 working days	40 working days
22 working days	44 working days
23 working days	46 working days
25 working days	50 working days
27 working days	54 working days
30 working days	60 working days

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

12.06 A full-time Nurse shall not accrue the monthly vacation credit if the Nurse is absent from work without pay in excess of twenty (20) consecutive working days during that month.

12.07 In the event a Nurse may request vacation time in excess of the number of days estimated to be standing to the Nurse's credit at the time the vacation is to be taken, and the Program Manager or his/her Designate approves of the vacation request, the Nurse may take the vacation days providing the

request does not exceed the number of days estimated to be standing to the Nurse's credit by more than ten (10) days.

12.08 Part-time Nurses will receive in each pay period a percentage of the Nurse's gross hourly earnings as vacation pay as follows:

- (a) If the Nurse has worked less than 7,625 hours – 8%,
- (b) If the Nurse has worked 7,625 hours but less than 19,825 hours – 9%,
- (c) If the Nurse has worked 19,825 hours but less than 45,750 hours – 10%,
- (d) If the Nurse has worked more than 45,750 hours – 12%.

12.09 Part-time Employees will be allowed time off without pay for vacation purposes based on a pro-rata basis of the full-time Employee vacation entitlement.

A part-time Employee's hours of work will be divided by 1820 per year to equate their years of service. Once the years of service has been ascertained, it will be compared to the full-time vacation schedule as per Article 12.02 and calculated on a pro-rata basis for an equivalent monthly allowance.

Example of a 0.50 FTE

0 hours	-	5,459 hours	0.83 days per calendar month
5,460 hours	-	14,559 hours	0.91 days per calendar month
14,560 hours	-	23,659 hours	0.96 days per calendar month
23,660 hours	-	32,759 hours	1.04 days per calendar month
32,760 hours	-	45,499 hours	1.12 days per calendar month
45,500 hours plus			1.25 days per calendar month

Part-time vacation requests for a Leave of Absence without pay are subject to Article 12.03(b) or (c) of the Collective Agreement.

12.10 Illness During Vacation

- (a) Where a Nurse's scheduled vacation is cancelled due to the illness of a Nurse (documented by a qualified physician), which commences prior to the end of the Nurse's last scheduled shift before the vacation, and continues to the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) An Employee who is hospitalized as a result of illness or injury suffered while on vacation, such vacation shall be considered as sick leave. The time spent in the hospital shall be charged to such full time Employee's accumulated sick leave for the number of days

equal to the days of such hospitalization provided that the Employee shall provide proof of such hospitalization satisfactory to the Employer.

- (c) The Nurse shall be entitled to reschedule the Nurse's vacation at a later time, subject to the discretion and approval of the Employer.

## **ARTICLE 13 – BENEFITS**

### **FULL-TIME BENEFITS**

13.01 It is understood that the benefits listed in this Article 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.

#### 13.02 Private Hospitalization

The Employer agrees to contribute one hundred percent (100%) of the billed premium to provide Private Hospitalization coverage for each eligible Nurse in the active employ of the Employer on the first day of the month following three (3) months' employment.

#### 13.03 Extended Health Care (Including Drugs)

(a) The Employer agrees to contribute one hundred percent (100%) of the billed premium for Extended Health Care Benefits including drug coverage (voluntary generic substitution unless the health care provider writes "no substitution" on the prescription) and vision care which provides a maximum of three hundred (\$300.00) per person over a two (2) year period (or its equivalent) on behalf of each eligible Nurse in the active employ of the Employer following three (3) months' employment.

(b) Professional Services:

Chiropractor - three hundred and twenty-five dollars (\$325.00) per calendar year, plus fifty dollars (\$50.00) per calendar year for x-rays.

Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Workers (MSW) - four hundred dollars (\$400.00) per calendar year.

#### 13.04 Dental Plan

The Employer agrees to contribute one hundred percent (100%) of the billed premium for the Dental Plan based on current Ontario Dental Association rates for the year which is two years prior to the current year on behalf of each Nurse in the active employ of the Employer on the first day following three (3) months' employment.

Nine (9) month recall for those over the age of 21. Orthodontics – 50% reimbursement (\$1500 lifetime maximum per qualified subscribers).

13.05 Group Life Insurance

The Employer agrees to contribute one hundred percent (100%) of the billed premium for Group Life Insurance coverage (including Accidental Death and Dismemberment) to a maximum of two (2) times the annual salary of the Nurse rounded up to the next \$1,000 for each eligible Nurse in the employ of the Employer, following three (3) months' employment.

13.06 Long-Term Disability

Each eligible Nurse will be entitled to Long-Term Disability Insurance with the waiting period being seventeen (17) weeks or one hundred and nineteen (119) days and the benefit level being seventy percent (70%) of earnings to a maximum of \$8,000 per month. The Employer shall pay one hundred percent (100%) of the billed premium for such insurance.

- i) Nurses on long-term disability leave in accordance with this section shall have their benefits administered on the following basis:
  - (a) In regards to persons in receipt of Workplace Safety & Insurance Board or Long-Term Disability benefits, the Corporation will pay all benefit premiums for a maximum of twenty-four (24) months from date of injury or illness.
  - (b) No OMERS contribution will be made by either the Employer or the Nurse while the Nurse is on long-term disability provided the Employer initiates the application, the Nurse files the application and OMERS approves such application for a disability pension or a waiver of deductions during the period of disability as per the OMERS legislation.

13.07 Pension Plan

The Employer shall provide coverage under the Canada Pension Plan for all eligible Nurses and coverage under the Ontario Municipal Employees Retirement System on an integrated basis for all full-time Nurses who may be eligible from time to time. The contributions of the Employer and the Nurse with respect to the foregoing shall be the amounts required from time to time under the appropriate plan.

- 13.08 The Employer may at any time substitute another Carrier for any Plan (other than benefits identified under this Article) provided that the total benefits conferred thereby are not decreased and the Association shall be advised thirty (30) days in advance of such changes.

### 13.09 Workplace Safety & Insurance Board

- (a) A Nurse who is injured while at work and as a result of such injury is certified by a medical doctor as unfit to complete the working day, shall receive pay at the regular rate for time lost on the day that such injury is sustained and no deduction will be made from sick leave credits with respect to that particular working day.
- (b) Where a Nurse is absent from work as a result of an illness or injury compensable under the *Workplace Safety and Insurance Act*, the Nurse shall (providing sufficient sick leave credits are accumulated) during the first one hundred and four (104) weeks, have the Nurse's WSIB payment augmented by an amount sufficient to ensure that the payment received from the Employer and the WSIB Benefit is equivalent to the regular daily earnings of the Nurse immediately prior to the illness or injury. The amount provided by the Employer (usually one-quarter) shall be charged to the Nurse's accumulated sick leave.
- (c) The regular Nurse will receive the WSIB cheque directly. The Employer will pay the amount required to continue regular earnings (usually one-quarter of the daily earnings) on a biweekly basis. Income tax, C.P.P. and E.I. will be deducted from the amount paid by the Employer.
- (d) The Nurse will be required to complete an OMERS "Disability Elimination Election Form". If the Nurse elects not to contribute to OMERS during the first seventeen (17) weeks the Nurse is on WSIB Benefits, the absence becomes a period of broken service, which cannot be purchased as broken service. If the Nurse elects to contribute to OMERS during the disability elimination period (first seventeen [17] weeks) and accrue credited service, the Nurse shall pay the OMERS amount calculated on the Nurse's regular biweekly pay to the Employer on a biweekly basis and the Employer will match the Nurse's contribution.
- (e) In the event the sick leave credits are insufficient to carry the Nurse to the seven hundred and twenty-eighth (728<sup>th</sup>) day of disability (104 weeks), the Nurse shall receive the actual amount paid by the WSIB.

### 13.10 Retiree Benefits

The Employer shall pay billed premiums for Health Benefits, as outlined in Article 13, to age sixty-five (65) for Employees who take early retirement, as per the OMERS eligibility criteria, with the exception of:

- Life Insurance;
- AD & D;
- LTD.



Extended Health Care Benefits shall include medical and hospital coverage, vision and dental coverage, and prescription drugs, as per a managed drug care formulary.

#### 13.11 Post 65 Benefits

For Employees who reach the age of 65 and continues to work, it is agreed and understood, they will be entitled to the following benefits:

- (a) Life Insurance: Unless otherwise waived by the Employee, the Employer shall provide a \$5,000 paid up life insurance policy for all Employees upon turning 65 and coverage under Article 13.05 of the Collective Agreement will cease.
- (b) Extended Health Care: To continue as per Article 13.02 and 13.03 (with the exclusion of out of province travel) of the Collective Agreement.
- (c) Dental Care: To Continue as per Article 13.04 of the Collective Agreement.
- (d) Extended Sick Leave: Maximum of 75 days in sick bank as per 14.01(b)(i) of the Collective Agreement.

### PART-TIME BENEFITS

#### 13.12 Pension Plan

The Employer shall provide coverage under the Canada Pension Plan for all eligible Nurses and for coverage under the Ontario Municipal Employees Retirement System should the Nurse choose to belong and meet all eligibility requirements. The contributions of the Employer and the Nurse with respect to the foregoing shall be the amounts required from time to time under the appropriate plan.

#### 13.13 Workplace Safety & Insurance Board

A Nurse who is injured while at work and as a result of such injury is certified by a medical doctor as unfit to complete the working day, shall receive pay at the regular rate for time lost on the day that such injury is sustained.

#### 13.14 Percentage in Lieu

Following three months employment, part-time Employees will receive fifteen percent (15%) in addition to their regular hourly earnings, which shall be paid in lieu of Sick Leave, Health and Life Benefits (Article 13), Paid Holidays (Article 11) and OMERS.

Part-time Employees who elect to participate in OMERS shall have the Employer's contribution deducted from the fifteen percent (15%) payment.

If the OMERS contribution holiday is in effect, the deduction shall be equivalent to the Employer’s contribution prior to the commencement of the contribution holiday.

**ARTICLE 14 – SICK LEAVE PROVISIONS**

14.01 (a) Sick Leave Defined

Sick leave is defined as the period of time a Nurse is permitted to be absent from work with full pay by virtue of sickness or disability, or because of exposure to contagious disease, or because of an accident for which compensation is not payable under *the Workplace Safety and Insurance Act*.

(b) Amount of Sick Leave

- (i) Sick leave shall be earned by Nurses on the basis of one and one-half (1½) days for every month of service to be used strictly for illness or accident for the period one (1) day of illness to one hundred and nineteen (119) days from the date of illness; it being understood, that the sick leave credits accumulated, will have no ceiling and that they will have no cash value on termination or retirement. Nurses shall be entitled to an accrual of all the unused portion of sick leave benefits for their future use until the Employee turns 65. After which time, the maximum accumulation of sick leave credits will be reduced to seventy-five (75) days.
- (ii) Full-time Nurses, who work more than 24 hours but less than 35 hours a week, will be allowed to accrue sick leave credits prorated to their full-time equivalent.

1 FTE	0.9 FTE	0.8 FTE	0.7 FTE
1.5	1.35	1.2	1.05

(c) 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 13.08 (a). Absence on account of illness for less than 1.5 hours in any one day shall not be deducted.

(d) Medical Appointments

A Nurse shall be entitled, after notifying the Program Manager or his/her Designate, in advance, so that schedules can be adjusted to use accumulated sick leave to keep an appointment with a doctor, primary care provider or dentist for the Nurse. Appointments with

other health care practitioners will be scheduled at either the beginning or end of the shift. Such time will be accumulated and deducted from the Nurse's sick leave credits.

(e) Illness – Family Members

A Nurse shall be entitled, after notifying the Program Manager, or his/her Designate, in advance, to use up to three (3) days per calendar year from the Nurse's accumulated sick leave to attend the Nurse's spouse, child, parent, or grandparent who is ill. This language does not apply to pre-scheduled appointments.

(f) Sick Leave Record

A record of all unused sick leave will be kept by the Employer. A Nurse may review the records of the Employer at any reasonable time as to her/his sick leave, and verify that the accumulated sick leave is correct.

Nurses shall receive a copy of their accumulated sick leave records in January of each year.

(g) Proof of Illness

A Nurse may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) consecutive working days, certifying that such Nurse is unable to carry out the Nurse's duties due to illness.

This clause will not apply in cases where the absence is thought to be suspect, at which time the Employer can request a note.

- (h) If a Nurse is on leave of absence without pay, 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 Nurse while absent from work because of illness after the first four (4) months of such absence.

14.02 Employee Obligations (For full and part-time Nurses)

The Nurse must notify their Program Manager or designate, of the Nurse's absence as soon as possible before the beginning of their shift at which time the Nurse shall supply the following information:

- (a) reasons for absence;
- (b) estimated duration of absence;

(c) method of contacting the Nurse during the Nurse's absence.

Nurses confined to hospital or at home as a result of a serious illness or accident shall keep the Employer advised of their condition from time to time as is practical and notify the Director, Public Health or his/her Designate of the date they expect to return to work.

14.03 Premium Reduction

In consideration of the insurance provided, the Employer will retain the Nurse's share of any reduction in Employment Insurance premiums-

**ARTICLE 15 – MISCELLANEOUS**

15.01 Certificate of Registration

As a condition of continuing employment, each Nurse shall hold and maintain a valid current certificate of registration as required by *The Regulated Health Professions Act* and amendments thereto, and shall, upon the request of the Director, Public Health or designate, make available a copy of such certificate of registration for examination.

15.02 Contract Distribution

A copy of this contract will be reproduced and issued by the Employer to all Nurses now employed and as employed. The parties shall share cost of said reproduction equally.

15.03 Bulletin Boards

The Employer will provide bulletin board space for the Association for the purpose of posting notices directly relating to Nurses of the Employer provided all such notices are submitted to the Program Manager first and receive her/his approval.

15.04 Testing and Infection Control

(a) All Nurses shall have a tuberculin skin test or a chest x-ray in accordance with current provincial guidelines.

(b) Infection Control

At the request of the Employer, each Nurse shall provide a record of current immunization status. In the event that vaccine status is unknown and or not up to date, staff will be offered boosting of their routine vaccines or titres for Rubella, Measles and Hepatitis B and annual Influenza vaccination. Should vaccination be requested, this will be provided by the Chatham-Kent Public Health Unit at no cost to the Employee.

15.05 Payment of Monies Owed

It is agreed that upon the death of a Nurse, the Employer shall pay any monies owed (including vacation) to the Estate of the Nurse.

15.06 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 \$36.00 per day. In order to obtain reimbursement for meals, receipts are required.

15.07 Personnel Files

- (a) When an Employee makes a request with sufficient notice, the Nurse shall have the right to review the Nurse's personnel file in the presence of the Director of Human Resources or designate.
- (b) Employees who have a discipline free record for a period of two (2) years shall have any prior record cleared from their personnel file and it shall not be relied upon in the future in any disciplinary decision or arbitration.

15.08 Employment Insurance Premium Reduction Program

The Union agrees that the Employee's share of the Employment Insurance Premium Reduction achieved through Service Canada's Employment Insurance Premium Reduction program will be retained by the Employer towards offsetting the costs of the benefits enhancements contained in this agreement.

15.09 Car Allowance

Effective immediately, the Employer will pay to each Nurse required to operate the Nurse's own car, for the purposes of work, a cents per kilometre equal to the current municipal rate for the actual number of kilometres driven for work purposes.

**ARTICLE 16 – DURATION**

16.01 This Agreement shall remain in effect until the 31<sup>st</sup> day of December 2023 and shall remain in effect from year to year thereafter unless either party gives to the other party written notice of termination or desire to amend this Agreement.

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

- 16.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within fifteen (15) working days after the giving of such notice if requested to do so.

### **ARTICLE 17 – RETROACTIVITY**

- 17.01 Wages shall be retroactive effective January 1, 2021 and all Nurses who receive any such payments from that date shall receive such retroactive amounts as appropriate unless otherwise stipulated in this Agreement. For those no longer in the employ of the Employer, the Employer shall give notice of their entitlement to retroactive increases by ordinary mail to the last place of residence listed in the Employer's records, with a copy of the notice to be sent to the Association. Only those former Nurses who apply within thirty (30) days of the date of mailing of the notice shall be entitled to receive money under this retroactivity provision.

### **ARTICLE 18 – WAGES & CLASSIFICATIONS**

- 18.01 Increments

Increments for full time will be given annually on their anniversary date to the maximum on the grid as per Schedule A which is attached to this agreement.

Increments for part-time Nurses will be given for every 1,525 hours worked to the maximum on the grid as per Schedule A which is attached to this agreement.

- 18.02 Previous Experience Recognition

A claim for recent related nursing experience, if any, shall be made in writing by a Nurse awarded a permanent position at the time of hiring. Such Nurse shall co-operate with the Employer by providing verification of previous experience so that the Nurse's recent related nursing experience may be determined and evaluated during the Nurse's probationary period.

Having evaluated the recent related nursing experience, the Employer shall credit a Nurse Practitioner, a Public Health Nurse with a Baccalaureate in Nursing, a Public Health Nurse, or a Registered Nurse with one increment for each year of experience with a Public Health Unit, to the maximum of 4 Years on the salary grid and one increment for each two (2) years nursing experience as a Registered Nurse to the maximum of 4 Years on the salary grid. The above noted credits shall be granted provided that not more than three (3) years has elapsed since the Nurse last occupied a Public Health Nursing or a Registered Nursing position.

A temporary Employee will be credited with one increment for each three years of nursing experience to a maximum of four (4) years on the salary grid.

18.03 Temporary Certificate of Registration Status

A Nurse with a temporary Certificate of Registration in the employ of the Health Unit, shall be paid at the RN start rate as provided in Schedule A of the Collective Agreement.

Upon presenting proof of current registration by the College of Nurses of Ontario, the 'registered' Nurse shall be given the appropriate salary as provided in Schedule A attached, retroactive to the date of successfully passing the registration examination or to the date of last hire, whichever is later. A Nurse with a temporary Certificate of Registration will be allowed six (6) months to successfully complete her registration with the College of Nurses. Failure to comply may result in dismissal without recourse to grievance.

18.04 New Classifications

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, it shall determine the rate of pay for such new classification and notify the Association of the same. If the Association challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after receipt of notice from the Employer of such new occupational classification and rate. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.
- (b) The Arbitration Board shall base its decision on the relationship of the new classification to existing classifications within the bargaining unit, having regard to the functions and requirement of the respective classifications.

**ARTICLE 19 – JOB SHARING**

19.01 To recognize that some Employees desire a more flexible working arrangement than is currently provided for in the Collective Agreement between the Chatham-Kent Board of Health and the Ontario Nurses' Association and to recognize the Employer's desire to accommodate the same, the parties agree job-sharing shall be provided on the following basis:

- (a) Any two Employees with equal qualifications may propose to share a full-time job including all its responsibilities, duties and essential communication. Such arrangements will be subject to management

approval, taking into account the needs of both the Employees involved and the Health Unit, but such approval shall not be unreasonably withheld. Should only one (1) Employee come forward, and the arrangement is approved, the Employer shall post the position through the internal job posting procedure.

- (b) Upon entering into a job-sharing agreement, Employees will have a one-time option to become a part-time Employee whereby they will receive benefits as per Article 13.14 of the Collective Agreement or to have their current full-time benefits prorated. Should Employees choose to prorate their current full-time benefits and participate in the benefit plan, they will be responsible for one half of the benefit premium.
- (c) Each Employee will receive vacation with pay based on one-half (1/2) their entitlement as a full-time Employee
- (d) For purposes of coverage the job-share partner may be offered any additional hours that result from the absence of their job-share partner. Job-sharers may be required to cover for their partner in the case of prolonged or extended absences, until a temporary replacement can be found.
- (e) If one of the Employees participating in a job-sharing arrangement leaves the employ of the Employer or posts to a full-time position, the other participant has the right to fill the former job-shared position on a full-time basis, or to continue in the job-share arrangement following appointment through the internal job posting procedure. The substitute job-sharing arrangement will also be subject to management approval, but such approval shall not be unreasonably withheld. Should there be no successful applicant, the remaining job-share Employee may be required to return to full-time status.
- (g) Any vacant position resulting from the introduction or discontinuation of a job-sharing arrangement will be posted pursuant to Article 8.07 of the Collective Agreement. However, under no circumstances will the Employer be required to post one half of a job-sharing position externally.
- (h) Either party may discontinue the job-sharing arrangement with sixty (60) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.



**SIGNING PAGE**

DATED at Chatham, Ontario this 23rd day of February, 2022

FOR THE EMPLOYER:

"Teresa Bendo"

"Marnie Van Vlymen"

"Dana Boyd"

"Georgina Feys"

FOR THE UNION:

"Candis Simpraga"  
Labour Relations Officer

"Charlene Stinson"

"Nikki Gougeon"

"Robin Rideout"

**SCHEDULE A  
SALARY SCHEDULE**

**Registered Nurse**

	January 1, 2020 (1.5%)	2020 rates including pay equity adjustments effective January 1, 2021	January 1, 2021 (1.5%)	January 1, 2022 (1.85%)	January 1, 2023 (2%)
RN Start	35.55	35.69	\$36.22	\$36.89	\$37.63
RN1	37.60	37.74	\$38.31	\$39.02	\$39.80
RN2	39.57	39.72	\$40.32	\$41.07	\$41.89
RN3	42.20	42.36	\$43.00	\$43.80	\$44.68
RN4	44.88	45.06	\$45.73	\$46.58	\$47.51
RN5	47.60	47.78	\$48.50	\$49.40	\$50.39

**(WITH DPHN DIPLOMA)**

	January 1, 2020 (1.5%)	2020 rates including pay equity adjustments effective Jan. 1, 2021	January 1, 2021 (1.5%)	January 1, 2022 (1.85%)	January 1, 2023 (2%)
PHN Start	35.33	35.48	\$36.00	\$36.67	\$37.40
PHN1	37.59	37.73	\$38.30	\$39.01	\$39.79
PHN2	40.11	40.27	\$40.87	\$41.63	\$42.46
PHN3	43.05	43.21	\$43.87	\$44.68	\$45.57
PHN4	45.96	46.13	\$46.83	\$47.70	\$48.65
PHN5	47.60	47.78	\$48.50	\$49.40	\$50.39

**(WITH BSCN DEGREE)**

	January 1, 2020 (1.5%)	2020 rates including pay equity adjustments effective Jan. 1, 2021	January 1, 2021 (1.5%)	January 1, 2022 (1.85%)	January 1, 2023 (2%)
BSN Start	35.14	35.28	\$35.81	\$36.47	\$37.20
BSN1	37.45	37.60	\$38.16	\$38.87	\$39.65
BSN2	40.03	40.18	\$40.79	\$41.54	\$42.37
BSN3	43.03	43.19	\$43.85	\$44.66	\$45.55

BSN4	45.97	46.14	\$46.84	\$47.71	\$48.66
BSN5	47.60	47.78	\$48.50	\$49.40	\$50.39

## NURSE PRACTITIONER

	January 1, 2020 (1.5%)	January 1, 2021 (1.5%)	January 1, 2022 (1.85%)	January 1, 2023 (2%)
NP Start	53.31	\$54.11	\$55.11	\$56.21
NP1	55.22	\$56.05	\$57.09	\$58.23
NP2	57.17	\$58.03	\$59.10	\$60.28
NP3	59.10	\$59.99	\$61.10	\$62.32
NP4	61.07	\$61.99	\$63.14	\$64.40
NP5	62.99	\$63.93	\$65.11	\$66.41

**LETTER OF UNDERSTANDING**

**B E T W E E N:**

**THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT**  
(Hereinafter referred to as the “Employer”)

**A N D:**

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter referred to as the “Union”)

Re: Professional Responsibility

The Parties agree to place on the Management-Association Committee Meetings – Agenda, items related to professional responsibility and workload (on the appropriate form). If there is no resolution, the issues will then be presented to the Chatham-Kent Health Unit Professional Practice Council at their regular monthly meetings for discussion and suggested resolutions to be presented to the Public Health Unit Management Team. The parties agree to trial the ONA PH workload form for the duration of the Collective Agreement.

DATED at Chatham, Ontario this 23rd day of February, 2022

FOR THE EMPLOYER:

FOR THE UNION:

“Teresa Bendo”

“Candis Simpraga”

Labour Relations Officer

“Marnie Van Vlymen”

“Charlene Stinson”

“Dana Boyd”

“Nikki Gougeon”

“Georgina Feys”

“Robin Rideout”

## LETTER OF UNDERSTANDING

B E T W E E N:

**THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT**  
(Hereinafter referred to as the "Employer")

A N D:

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter referred to as the "Union")

### Re: Deferred Leave Plan

The Deferred Salary Leave Plan is being introduced as a pilot project to provide Nurses the opportunity of taking a one (1) year leave of absence and, through deferral of salary, finance the leave.

#### Qualification

Any full-time Nurse having three (3) years seniority with the Chatham-Kent Public Health Unit is eligible to participate in the plan.

#### Application

A Nurse must make written application to the Director of Public Health or his or her designate on or before September 30, requesting permission to participate in the Plan.

Written acceptance, or denial of the Nurse's request with explanation, shall be forwarded to the Nurse by November 30 in the year that the original request is made.

Approval of the individual requests to participate in the Plan shall rest solely with the Director of Public Health and will be considered based on operational requirements with the maximum number of Nurses' that may be absent in any year limited to two (2).

Criteria for acceptance will be based on: i) earliest application and ii) seniority.

## Payment Formula

Subject to approval of Revenue Canada, the number of years over which the Nurse's salary is to be deferred shall be negotiated between the Nurse and the Chatham-Kent Public Health Unit.

In each year of the Plan, preceding the year of the leave, a Nurse shall be paid an equally reduced percentage of the Nurse's proper net wage. The remaining percentage of annual salary shall be deferred and this accumulated amount plus interest earned shall be retained for the Nurse by the Chatham-Kent Public Health Unit to finance the year of leave.

Deductions will be made each pay period and remitted once a month to a trust account set up separately for each Nurse. A detailed accounting of all monies held in trust shall be provided to the Nurse.

## Employee Benefits

While a Nurse is enrolled in the Plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the Nurse would have received had the Nurse not been enrolled in the Plan, subject to any terms or restrictions of the insurance policy in effect.

A Nurse's Employee health and dental benefits will be maintained by the Chatham-Kent Public Health Unit during the Nurse's deferred leave of absence; however, the premium costs of these benefits shall be paid by the Nurse during the year of the leave.

## Terms of Reference

On return from leave and a Nurse will be returned to a Nursing position at the Chatham-Kent Public Health Unit.

Sick leave credits shall not accumulate during the year spent on leave.

Service for purposes of wage increment will not accumulate for the period of the leave.

Seniority shall be retained but not accumulated for the period of the leave.

- (i) Nurses declared redundant must withdraw from the Plan. In such case, the Nurse shall be paid a lump amount equal to the monies held in trust for such Nurse.
- (ii) Pension deductions are as prescribed by OMERS.
- (iii) All statutory deductions will be as prescribed by Revenue Canada.

Withdrawal from Deferred Leave

- Part A: A Nurse may withdraw from the Plan prior to taking the Nurse's leave of absence, providing the Nurse forwards a written notice to the Director of Public Health but the Nurse may not withdraw from the Plan after October 31 of the year preceding the Nurse's leave.
- Part B: A Nurse who resigns from the Chatham-Kent Public Health Unit's employ, is dismissed, or otherwise ceases to be employed by the Chatham-Kent Public Health Unit prior to the commencement of the Nurse's leave, shall be deemed to have withdrawn from the Plan.
- Part C: Upon withdrawal in accordance with "A" and "B" above, the Nurse shall be paid a lump amount equal to the monies held in trust for such Nurse subject to the statutory deductions required per legislation.

DATED at Chatham, Ontario this 23rd day of February, 2022

FOR THE EMPLOYER:

"Teresa Bendo"

"Marnie Van Vlymen"

"Dana Boyd"

"Georgina Feys"

FOR THE UNION:

"Candis Simpraga"  
Labour Relations Officer

"Charlene Stinson"

"Nikki Gougeon"

"Robin Rideout"

**LETTER OF UNDERSTANDING**

B E T W E E N:

**THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT**  
(Hereinafter referred to as the “Employer”)

A N D:

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter referred to as the “Union”)

Re: Compressed Work Week

The parties hereto agree that the overtime provisions of Article 9.03 will not apply to individuals working a compressed work week, except in cases where overtime has been pre-approved by the individual’s Program Manager which may include the extension of the work day, weekends that are not pre-scheduled or statutory holidays.

Overtime for individuals working a compressed work week will comprise of all hours worked in excess of their regularly scheduled hours over a two week pay period.

DATED at Chatham, Ontario this 23rd day of February, 2022

FOR THE EMPLOYER:

FOR THE UNION:

“Teresa Bendo”

“Candis Simpraga”  
Labour Relations Officer

“Marnie Van Vlymen”

“Charlene Stinson”

“Dana Boyd”

“Nikki Gougeon”

“Georgina Feys”

“Robin Rideout”