

**MEMORANDUM OF AGREEMENT**

Between:

**BOARD OF HEALTH MIDDLESEX-LONDON HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

**Expiry date: March 31, 2006**

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**THIS MEMORANDUM OF AGREEMENT**

Between:

**BOARD OF HEALTH MIDDLESEX-LONDON HEALTH UNIT**  
(Hereinafter called the "Employer")

And:

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

The parties hereto agree as follows:

**ARTICLE 1 - PURPOSE AND RECOGNITION**

- 1.1 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Union. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established by mutual agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community health services.
- 1.2 The Employer recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses employed by the Employer save and except the Researcher/Educator (Nursing) and persons at or above this classification.
- 1.3 All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the Union employed by the Board of Health, Middlesex-London Health Unit.
- 1.4 Protection of Employee's Position
- (a) The Employer agrees that it will not put out for tender or contract or employ a person or persons or group of persons for any job now filled by an employee falling within the scope of this Agreement, so as to have the effect of depriving any employee covered by this Agreement of his/her employment.
  - (b) Persons who are not in the bargaining unit shall not work in any jobs which are included in the bargaining unit, so as to have the effect of depriving employees covered by this Agreement of employment, except as mutually agreed upon by the parties.

**ARTICLE 2 - MANAGEMENT RESPONSIBILITY**

- 2.1 The Union acknowledges that it is the exclusive function of the Employer to hire, assign and promote nurses and also the right of the Employer to discipline or discharge any nurse for just cause, provided that a claim by a nurse who has acquired seniority that the nurse has been dealt with contrary to the provisions of this agreement may be the subject of a grievance and dealt with as hereinafter provided.
- 2.2 The Union further recognizes the right of the Employer to operate and manage the Health Unit in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number and type of nurses needed by the Employer at any time; the number and location of offices, clinics, required at any time; the right to make and alter from time to time rules and regulations to be observed by nurses, provided however that this Agreement is not abridged in so doing are solely the right of the Employer.
- 2.3 Without taking away the generality of the foregoing, the Employer specifically reserves the right to rotate nurses in the Health Unit area in order that the skills of experienced nurses may be used to the best advantage for the benefit of the community, provided that such nurses are not thereby required to expend greater time in carrying out their duties.

**ARTICLE 3 - REPRESENTATION AND UNION SECURITY**

- 3.1 The Employer will recognize a committee of three (3) Bargaining Unit members for the purpose of negotiating the renewals of the Collective Agreement. The Labour Relations Officer of the Ontario Nurses' Association will also be a member of this committee.
- 3.2 The Employer will pay such employee representatives at their respective salaries for all regular time lost in investigating or processing grievances and in negotiating renewals of this Agreement and while attending meetings with the Employer, provided that these representatives do not leave their regular duties without the consent from the Medical Officer of Health or his alternate.
- 3.3 The Employer and the Union agree that there shall be no discrimination on account of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability *Ontario Human Rights Code* (R.S.O. 1990, c. H.19, s. 5 (1); 1999, c. 6, s. 28 (5); 2001, c. 32, s. 27 (1), practiced against any nurse, and acknowledge the continued application of the Harassment Policy as it may be from time to time. The Employer and the Union agree that neither of them nor their respective Representatives will contravene the applicable provisions of the *Ontario Human Rights Code*.
- 3.4 The Employer will deduct from the first pay received by each nurse in a month, who is covered by this Agreement, a sum equal to regular monthly Union dues of each such nurse. The Union shall notify the Employer in writing of the amount of such dues from time to time.
- 3.5 The Employer will send to the Union once each month its cheque for the dues deducted under this clause, together with a list of the names and social insurance numbers of nurses from whom deductions were made and the amount of the

deductions. The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

- 3.6 The Health Unit and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.
- 3.7 There will be a Joint Union-Management Committee that shall meet at least three times annually or otherwise as agreed by the parties. The representation on this committee will include equal representation from the Bargaining Unit and the Employer, including the Human Resources and Labour Relations Manager. The purpose of the Committee will be to discuss matters of mutual concern to the parties, to improve employer/employee communications and to address quality work environment issues. The committee will not discuss grievances.
- 3.8 The Employer and the Union acknowledge the importance of providing employees an opportunity to participate in and contribute to the process of quality assurance in nursing practice and excellence in practice by identifying and responding to professional nursing issues.
- (a) A Professional Practice Council shall be formed to meet these objectives and this Council shall be comprised of:
- at least four (4) staff nurse representatives selected by peers from several Service areas.
  - at least three (3) managers who are nurses from several Service Areas
  - Professional Practice Leader Nursing
  - ONA President or designate
  - Manager, Human Resources and Labour Relations
- (b) Meetings will be held at least bi-monthly or at the call of the Chair.
- (c) Meetings will be held during working hours, but if unable to do so, then any time at meetings will be deemed to be work time and paid at the applicable rate of pay for the participants.

#### **ARTICLE 4 - POSITIONS, HOURS OF WORK AND OVERTIME**

- 4.1 (a) Full-time Nurse - is a nurse who normally works a flexible thirty-five (35) hour week, Monday through Saturday. The pattern of working time shall be established with the approval of the Employer.
- (b) Part-time Nurse - is a nurse who normally works a predetermined work schedule of seventeen (17) hours per week or more.
- i) If an employee works additional hours outside of their part time or Job Share assignment they shall accumulate service and seniority, and benefits for all hours worked as per the Letter of Understanding attached under Appendix B of this Collective Agreement.
- (c) Casual Nurse - is a nurse who works on an interim replacement or occasional basis and is paid on an hourly rate.

- (d) Hours of work may be flexed in a seventy (70) hour two-week period within the hours of 8:00 a.m. to 10:00 p.m. Monday to Friday and 8:00 a.m. to 5:00 p.m. Saturday. A weekend differential of two dollars and fifty cents (\$2.50) per hour shall be paid for all flexed hours worked on Saturdays. All work schedules will include an unpaid meal break of at least one-half hour, or two unpaid fifteen (15) minutes meal breaks, for every five hours of work. The employer will permit one 15 minute paid rest period for each half of a working day.
- (e) Overtime is defined as time beyond the seventy (70) hour flexible two-week period described in 4 (d), as assigned by the Employer. Overtime shall be paid at the rate of time and one-half (1 1/2) or on the basis of straight time as compensating time in accordance with the Hours of Work Policy. The decision re payment in time or money is at the discretion of the Employer, based on programming needs and nurse's caseload. The Employer may also approve the payment of overtime to full-time nurses who are assigned or who request and are approved, to work additional hours of work in a program other than their primary assignment, on the basis of hours worked in excess of seven hours on a week day, or for any hours worked on Saturday or Sunday. In such circumstances, shift premium or differential of two dollars and fifty cents (\$2.50) will be paid for all hours worked on Saturday or Sundays.

If the Employer requires a full-time employee to work on Sundays they will be paid at time and a half (1 ½). Payment shall be time and a half (1 ½) in money or time and a half (1 ½) in time, in the discretion of the employer.

- (f) On Call – A Public Health Nurse, as assigned by the applicable Director/designate shall be available by pager for call in or telephone consultation to respond to urgent public health matters as initiated by the on call Director/designate:
- i) On Monday, Tuesday, Wednesday and Thursday, between the hours of 4:30 p.m. and 8:30 a.m. the following day (called weeknights for the purposes of this section), and, in addition, on any statutory holiday falling on Tuesday, Wednesday or Thursday, between 8:30 a.m. and 8:30 a.m. the following day;
  - ii) From 4:30 p.m. on Friday to 8:30 am. Monday (called weekend for the purposes of this section), and, in addition, on any statutory holiday falling on a Friday or a Monday between 8:30 a.m. and 8:30 a.m. the following day.

The remuneration shall be a flat rate of: three (\$3.00) dollars per hour for all on call.

In addition, a Public Health Nurse who performs duties while on-call not involving a call-in, shall be compensated for any time worked to the nearest quarter of an hour at the applicable rate.

- (g) Call-in – A Public Health Nurse who is called in to work outside his/her scheduled work hours shall be paid the greater of:
- i) The actual number of hours worked at the applicable hourly rate, (e.g. at the regular rate if under thirty-five (35) hours per week, at the regular rate plus two dollars and fifty cents (\$2.50) if on a Saturday and

under thirty-five (35) hours a week, and at the overtime rate if over thirty-five (35) hours per week), or

- ii) Three (3) hours at the regular rate of pay, if applicable, or
- iii) Two (2) hours at the overtime rate, if applicable.

4.2 In addition to the job share arrangements, and in addition to the present five (5) part-time positions, the Employer may create up to five (5) additional part-time positions provided in doing so no existing full-time position is eliminated.

4.3 Shift Cancellation

If any nurse is cancelled with less than twenty four (24) hours notice of the commencement of their assigned duties she shall be paid a minimum of three (3) hours pay at the applicable rate of pay. Notice will be left on the employee's work voice mail.

**ARTICLE 5 – SENIORITY**

- 5.1 (a) In cases where performance, ability, and qualifications are approximately equal, seniority shall be the deciding factor when decisions are made with regard to filling a posted position. The Director/Manager responsible for the posted position shall meet with all internal applicants in person or by telephone prior to a decision being made.
- (b) Seniority shall not be considered in the assignment of work to casual hourly-rated nurses.
- (c) In the event of a proposed layoff of any employee, the Employer will give the Union thirty (30) calendar days' notice. At the meeting where notice to the Union is given, the Employer will provide the reasons causing the layoff, the expected duration of the layoff, and the names of the employees affected by the layoff. The notice of layoff to the employee shall be in accordance with the Employment Standards Act. A copy of the notice to the affected employees will be sent to the President of the Bargaining Unit and to the Labour Relations Officer.

Layoffs shall be made on the basis of the seniority list provided that nurses who are entitled to remain on the basis of seniority are qualified to do the work which is available. Nurses will be recalled in the reverse order to which they were laid off, provided, however, they are qualified to do the work in the job openings then available.

5.2 In the event that the Employer shall merge, amalgamate or combine any of its operations or functions with another Public Body, the Employer will use its best efforts to ensure retention of all seniority rights of its employees with the successor employer.

- 5.3 (a) For all provisions of this Agreement, seniority shall commence and accumulate from the nurse's last date of hire by the Employer, or the former employers, Middlesex County Health Unit or London Department of Health.
- (b) A seniority list showing each nurse's name and professional category shall be posted by February 1 of each year. At the time of posting, a copy shall also be forwarded to the Bargaining Unit President or his/her designate. Seniority for

full-time nurses will be from date of hire and seniority for part-time nurses and casual hourly-rated nurses will appear on the basis of hours paid.

- (c) A nurse's full seniority and service shall be retained by the nurse in the event that the nurse is transferred from full-time to part-time or casual hourly-rated and the nurse shall receive credit for his/her full seniority and service on the basis of fifteen hundred (1500) hours service. A nurse whose status is changed from casual hourly-rated to part-time or full-time, or part-time to full-time, as may be the case, shall receive credit for his/her full seniority and service on the basis of one (1) year of seniority or service for each fifteen hundred (1500) hours paid. Any time worked in excess of an equivalent shall be pro rated at the time of transfer.
- (d) A newly employed nurse shall be considered a probationary nurse until the nurse has completed four hundred fifty-five (455) hours of work, after which his/her name shall be placed on the seniority list, and his/her seniority shall date from the date of his/her employment.

#### 5.4 Staff Vacancies, Transfers, Reassignments

- (a) Prior to filling any full-time or part-time vacant position covered by this Agreement, that exceeds thirty (30) calendar days, the Human Resources and Labour Relations Manager shall post notice of the position on bulletin boards in the service areas where bargaining unit members are employed. At the time of posting a copy of the posting will be provided to the Bargaining Unit President. The Human Resources and Labour Relations Manager will also bring the vacant position to the attention of all staff members via a brief voicemail and/or e-mail referring to the posting. Bargaining Unit members have a minimum of five (5) working days after the position is posted on the bulletin boards to make written application to the Human Resources and Labour Relations Manager.
- (b) A position is considered a vacant position for the purpose of posting if it is a new position or if it has become vacant by reason of the resignation, promotion, retirement, education leave as described in the Letter of Intent, dismissal or death of the incumbent. A position does not become vacant for the purposes of posting because a nurse has been reassigned.
- (c) Positions do not become vacant for the purposes of posting when the incumbent is absent from work due to an approved leave of absence.
- (d) Nurses newly hired to replace nurses who are on parental/pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a permanent position, the nurse shall be credited with seniority from the date of hire subject to successfully completing his/her probationary period.
- (e) The Employer 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.
- (f) Notice of all leave of absence replacement opportunities shall be given to all casual nurses.

- 5.5 (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:



- approved leave of absence with or without pay
  - when in receipt of Workers' Compensation
  - when in receipt of illness allowance
  - when on pregnancy or parental leave.
- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- for a period of two (2) years after illness allowance credit has been used excluding where a nurse's illness or injury is compensable by Workers' Compensation.
  - when a nurse is laid off due to a reduction in the nursing staff, seniority shall be retained for a period of two (2) years.
- (c) Seniority shall be lost and the nurse shall cease to be employed when a nurse is absent from work under the following circumstances:
- resignation or retirement
  - discharged for just cause and is not reinstated
  - absent from work for more than three (3) consecutive working days without notifying the Employer except in cases of emergency.
  - is laid off and not recalled to work within a period of two (2) years from date of layoff, or after having been laid off for less than two (2) years fails to return to work within five (5) days after Notice of Recall has been sent to the nurse by the Employer by registered mail to the last address of the nurse of which the Employer has a record.

#### **ARTICLE 6 - SALARIES AND PROFESSIONAL CLASSIFICATIONS**

- 6.1 Salaries and professional classifications are set forth in Appendix "A" and remain in effect for the duration of this Agreement.
- 6.2 When duties of a position covered by this Agreement are changed or when a new position appropriately covered by this Agreement is established, the salary shall be negotiated, if the parties are unable to agree, such disputes may be submitted to arbitration. The salary shall be retroactive to the date the position was first established.
- 6.3 A full-time nurse will be advanced from his/her present level to the next level set out in the Salary Schedule, twelve (12) months after s/he was last advanced on his/her service review date. A part-time or casual nurse will be advanced from his/her present level to the next level set out in the Salary Schedule after obtaining one year's service credit calculated on the basis of fifteen hundred (1500) paid hours equals one year full-time service.
- 6.4 A full-time nurse who transfers to part-time or vice versa will assume his/her same level on the salary grid. A nurse who transfers to a casual position will assume the comparable level on the casual nurse hourly based grid.

- 6.5 Effective December 18, 2003, experience in nursing will be recognized by the Employer for all new hires, as follows:
- i) at the rate of equal time for previous direct nursing experience in public health within the last twelve (12) years, to a maximum of eight (8) years of experience, with a starting salary at step nine;
  - ii) at the rate of one-half for previous nursing experience indirectly related to public health, or nursing teaching experience, within the last twelve (12) years, to a maximum of seven (7) years of experience, with a starting salary at step eight;
  - iii) at the rate of one-half for all other nursing experience, to a maximum of six (6) years of experience, with a starting salary at step seven; or
  - iv) any combination of (i) (ii), or (iii), in the discretion of the Employer, to a maximum of eight (8) years of experience, with a starting salary at step nine.
- 6.6 Effective April 1, 2003, all casual employees whose status changes from casual to part-time or from casual to full-time, will have their experience re-assessed as provided in 6.5, on the basis of equal time for previous direct nursing experience in public health, and of one-half time for all other nursing experience, so that their salary may be adjusted to a maximum of step nine.
- 6.7 Effective January 1, 2004, there will be two rates of pay for newly hired casual nurses, one at step three and one at step five. Newly hired nurses will be paid at the corresponding rate of pay, with the lower rate (step 3) recognizing up to the equivalent of two (2) years of experience as outlined in 6.5, and the higher rate of pay (step five) recognizing equivalent experience greater than three (3) years. Casual employees hired prior to January 1, 2004 will have their rates of pay adjusted to one of the two (2) new casual nurse rates as follows:
- (a) all casual nurses at step 1 or 2 will receive an increase to step 3;
  - (b) all casual nurses at step 3 or 4 will receive an increase to step 5;
  - (c) all casual nurses who are at steps five through eight will remain at the same step as long as their status remains casual;
  - (d) any full-time or part-time nurse whose status changes to casual will be paid at an hourly rate comparable to the step at which the nurse was paid as a full-time or part-time nurse;
  - (e) The hourly rate of a casual nurse paid at the lower casual rate (step three) will be increased to the higher casual rate (step five), after the casual nurse has worked three thousand (3000) hours at the Health Unit.
- 6.8 Notwithstanding Article 6.5, a nurse who retires early to an OMERS pension and who is later rehired as a casual nurse, will be paid an hourly rate on the salary grid at the level at which the nurse was previously paid.
- 6.9 A full-time or part-time nurse other than a nurse who was placed on the grid in accordance with Article 6.6, may apply after December 18, 2003 to have her/his experience re-evaluated and the resulting change will be effective July 1, 2004.

6.10 An employee may be seconded to a non-bargaining unit position for a temporary period not to exceed thirteen (13) months. The Employee shall be paid at a rate of pay equivalent to the starting salary of the position to which the employee has been seconded, or one hundred and seven (107%) percent of the employees previous rate of pay, whichever is the higher rate provided that this does not exceed the maximum pay rate for the position to which the nurse is seconded. All benefits and rights under this collective agreement will apply during this temporary assignment.

During the secondment, the nurse shall be treated for the purposes of seniority, payment of union dues, salary advancement, group insurance benefits, illness allowance, holidays and vacation, as if the nurse had not left the bargaining unit.

If the position to which the nurse is seconded is a non-union (management) position, the nurse will not be eligible for overtime during the secondment, but will receive additional vacation and paid time off, on a pro-rated basis, in accordance with the vacation policy for non-union staff.

#### **ARTICLE 7 – HOLIDAYS**

7.1 The following shall be recognized as holidays to be paid for at regular salaries:

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

In addition to the above any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

7.2 In addition to the above, the last half of the working day preceding Christmas Day and the last half of the working day preceding New Year's Day shall be recognized as paid holidays. Also, one (1) paid float holiday may be taken within the normal calendar year. This paid float holiday is not to be accumulated or carried over from year to year. The use of such day is to be mutually agreed upon by the nurse and the applicable Director/designate.

7.3 Part-time nurses shall be entitled to similar holidays on a pro rata basis. Casual nurses who meet the requirements under the Employment Standards Act shall be paid for the above mentioned holidays.

7.4 In the event that a nurse is scheduled to work on any such holiday and works on the holiday, the nurse shall be paid at the rate of double time for all hours worked in addition to the payment as per 7.1.

7.5 When any of the above holidays occurs during a nurse's annual vacation, another day of vacation shall be scheduled at a mutually agreeable time.

#### **ARTICLE 8 – VACATIONS**

8.1 Each nurse shall be entitled to earn vacation at the rate of 1.67 days per paid month of employment up to a maximum of twenty (20) days per year. No nurse shall take more

than four (4) weeks' vacation entitlement without the approval of the applicable Director. After ten (10) years such amount shall be increased to 2.08 days per paid month of employment, to a maximum of twenty-five (25) days per year and after twenty (20) years such amount shall be increased to 2.5 days per paid month of employment to a maximum of thirty (30) days per year.

- 8.2 Part-time nurses shall be entitled to similar vacations on a pro rata basis.
- 8.3 Nurses will generally use vacation in the year they are due. Other arrangements may be considered on an individual basis by the applicable Director.
- 8.4 When a nurse's employment is terminated for any reason, or in the event of a nurse's death, the nurse, (or the nurse's estate) shall be entitled to a terminal vacation allowance covering vacation earned but not taken. If the nurse has taken more vacation with pay than she/he earned to the date of termination, the final pay will be adjusted for vacation time taken in excess of vacation earned on a monthly pro-rated basis.
- 8.5 Nurses shall be entitled to their vacation with pay at anytime during the year subject to the consideration of program requirements and with the approval of the applicable Director. Such approval shall not be unreasonably withheld.
- 8.6 Casual nurses shall receive four percent (4%) of their gross earnings as vacation pay, which shall be paid to him/her on each pay. After ten (10) years this percentage shall be six percent (6%) and after twenty (20) years this percentage shall be eight percent (8%). Casual nurses will schedule at least two (2) weeks unpaid vacation time each year, pro-rated for any part year thereof.
- 8.7
- (a) Where an employee's scheduled vacation is delayed due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
  - (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
  - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
  - (d) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 13.
  - (e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

#### **ARTICLE 9 - ILLNESS ALLOWANCE**

- 9.1 Full-time nurses and part-time nurses (on a pro rata basis) will accumulate illness allowance on the basis of one and one-half (1 1/2) working days with salary for each month of service or its equivalent, to a maximum of one hundred and eighty (180) days for full-time nurses, pro-rated for part-time nurses.

Those employees who have a current accumulated illness allowance greater than 180 days will retain their allowance for all purposes other than LTD.

- 9.2 (a) When leaving employ for any reason after five (5) years' service from January 1, 1971, and with the exception set out below in 9.2(b), the nurse will receive one-half (1/2) accumulated illness allowance, which payment shall not exceed the equivalent of ninety (90) days' salary.
- (b) Those nurses who were covered by a former contract in the County of Middlesex dated May 14, 1969 under Article 8 which states "When leaving employment for any reason after five (5) years' service the nurse will receive one-half (1/2) accumulated illness allowance; however, such allowance shall not exceed the equivalent of one hundred and twenty (120) days' salary".
- (c) Employees hired after January 1, 1982 will not be eligible for benefits described in 9.2a and 9.2b.
- 9.3 When an employee is injured in the course of her employment and in receipt of Workplace Safety Insurance Board Benefits in lieu of her regular pay, the Employer will, upon the request of the employee, make up the difference between such compensation and the employee's regular pay to the extent of the maximum of the employee's accumulated sick leave with pay credits. The amount of such make up shall be deducted from such accumulated credits.
- 9.4 Employees will be allowed to use up to a maximum of ten (10) of their sick leave credits per calendar year for the purposes of personal or family preventative health care or for tending to family illness.
- 9.5 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the cost of obtaining the certificate to a maximum of fifteen (\$15.00) dollars.

#### **ARTICLE 10 - CAR ALLOWANCE**

- 10.1 Each nurse covered by this Agreement who is required to operate his/her motor vehicle in the course of his/her employment, shall be entitled to a motor vehicle allowance based on the following scale:

Mileage for business travel will be reimbursed at the rates published on expense claims forms and in the Financial Services Guidelines Manual. These rates will be no lower than three (\$0.03) cents below the tax-exempt allowance for automobile operating expenses published annually by the federal Department of Finance. In 2003, the reimbursement rates will be thirty-nine cents (\$0.39) for the first five hundred (500) kilometres each month, and thirty-three cents (\$0.33) for mileage in excess of five hundred (500) kilometres per month, effective after December 18, 2003. Subsequent rate changes will take effect on January 1 of each year.

The Employer will pay for receipted parking for all employees while on assignments, other than adjacent to Health Unit property, excepting General In-Service Meetings.

- 10.2 Each nurse covered by this Agreement who is required to operate her/his automobile in the course of his/her employment shall carry Public Liability and Property Damage Insurance to a minimum of one million dollars (\$1,000,000). He/she may be required from time to time to provide evidence that he/she has a valid driver's licence and the required level of automobile insurance.

**ARTICLE 11 - GRIEVANCE PROCEDURE**

11.1 Parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible. Notwithstanding any provisions contained in this Article, any nurse and/or the Union may present a complaint at any time without recourse to the formal written procedure described herein. It is understood that at any step of the Grievance Procedure the parties may mutually agree to meet to discuss the complaint.

11.2 In the event of a complaint by a nurse covered by this Agreement that the nurse has been discriminated against, or been otherwise dealt with unjustly, the nurse may file a grievance against the Employer within ten (10) working days of the circumstances giving rise to the grievance. It is understood that the nurse shall speak to his/her Manager and give the Manager the opportunity to try and resolve the dispute before filing the grievance. If not resolved, all grievances shall be in writing and shall contain a Statement of Facts giving rise to the grievance, and shall be filed in accordance with the procedure outlined in this Article. The following shall be the procedure in processing and handling grievances:

STEP NO. 1 - The nurse shall present the grievance in writing to the nurse's Manager who shall give a decision in writing within three (3) working days of receipt of the grievance.

STEP NO. 2 - If the grievance is not settled at Step No. 1, the nurse and/or a representative of the Union may, within five (5) working days of the date of receiving the answer of his/her Manager (or if no answer is received under Step No. 1, then within three (3) working days after such answer ought to have been received) refer the grievance to the Division Director who shall give a decision in writing within three (3) working days of receipt of the grievance.

STEP NO. 3 - If the grievance is not settled at Step No. 2 then the Grievance Committee may, within five (5) working days of the date of receiving the answer of the applicable Director (or if no answer is received under Step No. 2 then within five (5) working days after such answer ought to have been received) refer the grievance to the Medical Officer of Health. A meeting will then be held between the Medical Officer of Health or his/her designate, the Grievance Committee and the representative of the Ontario Nurses' Association within nine (9) calendar days of the submission of the grievance at Step #3 unless extended by agreement of the parties. The decision of the Medical Officer shall be given in writing within five (5) working days following the date of such meeting. If the grievance is not settled at Step No. 3, then the Union may refer the grievance to Arbitration.

NOTE: Any of the time allowances provided above may be extended by mutual agreement between the parties.

11.3 At the time formal discipline is imposed or at any step of the grievance procedure, the nurse is entitled to be represented by a nurse representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance. Failure of a representative to be present following such notice shall not delay the imposition of discipline more than forty-eight (48) hours.

11.4 (a) It is understood that the Employer may bring forward, at any meeting held with the Union Committee, any complaint with respect to the conduct of the Union,

its officers or committee members or a member which may affect the Employer and that, if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and reduced to writing, and the written grievance sent to the Bargaining Unit President or his/her designate. If such complaint is not settled to the satisfaction of the Employer, the Bargaining Unit President or designate shall within ten (10) days of the mailing of the grievance give a reply in writing to the Employer. If the written reply has not settled the grievance, or if no reply is received within ten (10) days after mailing, the Employer may within ten (10) days after receipt of the reply or twenty (20) days after first mailing the written grievance, refer the grievance to arbitration.

(b) Union Grievance

Where a dispute involving a question of general application or interpretation occurs or the Union has a grievance which cannot be processed as an employee grievance, such a question or grievance may be directly submitted to the applicable Director.

**ARBITRATION**

- 11.5 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within three (3) days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within five (5) days of the appointment of the second of them appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson with the time limited, the appointment shall be made by the Minister of Labour for Ontario upon request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any nurse affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs.
- 11.6 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the Chairman.
- 11.7 In the event a nurse is discharged or disciplined and it is considered an injustice has been done, the matter may be taken up as a grievance at Step No. 4 of the Grievance Procedure.
- 11.8 Notwithstanding any other provisions of this Agreement grievances may be settled by confirming the Employer's action or by any other arrangement which is just and equitable in the opinion of the parties or the Arbitration Board.

**ARTICLE 12 - LEAVE OF ABSENCE**

- 12.1 Leave of absence with pay to attend professional meetings (e.g. OPHA, RNAO) up to twenty (20) days per year in total for the Bargaining Unit shall be granted at the discretion of the applicable Director.
- 12.2 Requests for leave of absence without pay for personal reasons will be considered on an individual basis by the applicable Director. Such requests are to be made as far as possible in advance, and the applicable Director will reply in writing, except in cases of emergency. If leave of absence extends beyond one (1) week, then the request must be submitted to the Medical Officer of Health. If leave extends beyond one (1) month, fringe benefits must be prepaid in full by the nurse. Granting of such leave shall not be unreasonably withheld.
- 12.3
- (a) Leave of absence without pay shall be granted to employees to attend Union functions, conventions, seminars and educational classes for an aggregate total of fifty (50) working days in any one (1) calendar year.
  - (b) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, shall be granted upon request such leave(s) of absence as may be required to fulfill the duties of the position. The Employer agrees to maintain salary and applicable benefits over this period of time and the Union agrees to repay the Employer for the full cost of such salary and applicable benefits. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leave of absence. Leave of absence for board members of the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.
  - (c) A nurse who is elected to the office of the President of the Ontario Nurses' Association shall be granted, upon request, a leave of absence without loss of seniority and benefits up to three (3) consecutive two (2) year terms. During such leave of absence, salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contribution to benefits. The nurse will notify the Employer of his/her intended date of return to his/her employment at the outset of the leave.
  - (d) A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association, or elected to a position of Local Co-ordinator, shall be given, upon request, such leave(s) of absence as she/he may require to fulfil the duties of her/his position. Reasonable notice, sufficient to allow the Employer to operate without disruption, may be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided under Article 12.3 (a). During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary (including applicable benefits).
- 12.4 During any leave of absence without pay, sick leave credits shall not accrue.



**ARTICLE 13 – BEREAVEMENT**

- 13.1 Leave of absence with pay will be granted in the following circumstances:
- (a) Five (5) days with pay for death of spouse, child or parent or sibling;
  - (b) Three (3) days with pay for death of grandparent, grandchild, step-child, brother-in-law, sister-in-law, mother-in-law or father-in-law;
  - (c) One (1) day with pay for death of uncle, aunt, cousin, nephew or niece;
  - (d) Where special circumstances arise, the time limits in this section may be extended by up to two (2) days at the discretion of the Employer.
  - (e) The above family members shall include the relatives of the employee's spouse as well.
  - (f) Spouse, for the purpose of this section, shall include the legally married spouse of the employee, or a person of either sex cohabiting with the employee who is publicly represented as the employee's spouse.

In the case of a casual employee, the days off will be granted as above, but the employee will only receive pay for the corresponding days of work scheduled prior to learning of the death of the relative.

**ARTICLE 14 - PARENTAL/PREGNANCY LEAVE**

- 14.1 Parental/pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act (ESA) as amended from time to time and as follows:
- (a) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks.
  - (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. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
  - (c) The nurse has the right to extend the parental/pregnancy leave to twelve (12) months in total. Written notice by the nurse to extend the leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave.
  - (d) A nurse shall be granted eighteen (18) weeks of unpaid parental leave for each parent who has worked for the same employer for thirteen (13) weeks. Natural mothers may take parental leave at the end of the pregnancy leave.  
  
All other parents may take this leave within thirty-five (35) weeks of the child being born or coming into care.
  - (e) A nurse shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.

- (f) A nurse shall continue to accumulate service and seniority rights on the following benefits:
- Pension
  - Life insurance
  - Accidental death
  - Extended health care and dental throughout pregnancy and parental leave at the Employer's cost
- (g) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.
- (h) On return to work a nurse shall be reinstated to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

## 14.2

The Employer agrees to implement a supplementary unemployment benefit (SUB) plan. An employee who qualifies for pregnancy or parental leave, as set out above, will be eligible to receive SUB benefits during the leave if she has satisfactorily completed the probation period, and has applied for and is in receipt of Employment Insurance Benefits. The SUB benefits for which an employee may be eligible include:

- i) Seventy percent (70%) of the employee's normal basic earnings for the first two (2) weeks of the pregnancy or parental leave corresponding to the waiting period for EI benefits, and
- ii) A top-up to a maximum of seventy percent (70%) of the normal weekly basic earnings, for a maximum of fifteen (15) weeks of pregnancy or parental leave. The top-up will be the difference between seventy percent (70%) of the normal weekly basic earnings and the weekly EI benefits and all other earnings.

Such payments shall be contingent upon the employee providing proof that s/he is eligible for, or in receipt of, Employment Insurance pregnancy or parental leave benefits during the period of SUB payments. Normal basic earnings for full-time employees shall be based on the employee's salary on the last day worked prior to the commencement of the leave. Normal basic earnings for part-time or casual employees who take pregnancy or parental leave will be based on the insurable earnings paid in the twenty-eight (28) weeks immediately preceding the pregnancy or parental leave.

Employees have no vested rights to SUB payments for periods of unemployment other than for pregnancy or parental leave. The payment of SUB benefits will not reduce or increase the employee's entitlement to other remuneration or benefits related to his or her employments, such as paid vacation time, paid sick time, pension contributions, or severance pay.

Employees on approved pregnancy and parental leave continue to accumulate seniority. Additional seniority does not accrue for additional hours worked while on pregnancy or parental leave. Other benefits and rights continue during leave in accordance with the Employment Standards Act.

**ARTICLE 15 - EDUCATIONAL LEAVE**

- 15.1 (a) As it is recognized that substantial contribution can be made to the total public health program through dissemination of information obtained during educational leave and short courses, each nurse should be given the opportunity to participate in such courses as selected by the applicable Director and as service needs permit. Information concerning such courses and/or workshops pertaining to any aspect of community nursing shall be posted as far as possible in advance, so that nurses may make application for leave.

According to its budget, the Employer agrees to pay all or part of the registration fees for such courses approved by the applicable Director. Where the educational leave budget of the Employer is limited the applicable Director may make whatever arrangement with the nurse as is deemed to be just and equitable.

- (b) If a nurse takes an approved educational leave with the condition that the nurse sign a commitment to return to the Health Unit as an employee, benefit plans with the exception of O.M.E.R.S., as set out in Article 13, will be continued by the Employer for the duration of the leave on the same basis as when the nurse was a full-time paid employee.

**ARTICLE 16 - JURY DUTY**

- 16.1 If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties at the Health Unit, the nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the nurse:

- (a) notifies the applicable Director and Human Resources and Labour Relations Manager immediately upon the nurse's notification that the nurse will be required to attend court;
- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with the Health Unit the full amount of compensation received excluding mileage, travelling and meal allowances, and an official receipt where available.

**ARTICLE 17 - BENEFIT PLANS**

- 17.1 (a) O.M.E.R.S. Pension Plan shall apply to all full-time nurses covered by this Agreement. Part-time nurses who are eligible may participate in the O.M.E.R.S. Pension Plan. The Employer will provide for an addendum to the O.M.E.R.S. Pension Plan to provide for employees who retire before age sixty-five (65) to an O.M.E.R.S. pension and who are members of the respective benefit plans at retirement where premiums are paid for wholly by the Employer, continuation of such benefits until normal retirement age and the Employer shall continue to pay full premiums for these plans until age sixty-five (65).

(b) Canada Pension Plan shall apply to all nurses covered by this Agreement.

17.2 Ontario Employer's Health Tax

The Employer agrees that should the Health Tax revert to a premium based Health Insurance Plan, the Employer will contribute one hundred per cent (100%) of the premium cost.

17.3 Group Insurance Benefits

Full-time and part-time nurses, if eligible, will be enrolled in the following group benefits:

- (a) Extended Health Care Plan including drug coverage with no deductible and paramedical services.
- (b) Dental Plan #9, with the addition of Rider #2 and #4 as of April 1, 2004; fees will be based on the Ontario Dental Association Schedule of Fees for the previous year; nine (9)-month recall examinations for adults; Riders #2 and #4 are subject to fifty percent (50%) co-payment with two thousand five hundred dollars (\$2,500) maximum per person.
- (c) Semi-private Hospitalization Plan
- (d) Deluxe Travel Plan
- (e) Twenty-four (24) Month Vision Care Plan two hundred and seventy-five (\$275.00) dollars and the Five (5) Year Hearing Aid Plan four hundred (\$400) dollars.
- (f) Group Life Insurance coverage to two (2) times salary to the maximum of One Hundred and Thirty Thousand Dollars (\$130,000). (To include the addition of Accidental Death and Dismemberment (AD&D) in the same amount.)

The Employer shall pay one hundred percent (100%) of the cost of the premiums for the group insurance plans in this section for all full-time nurses and a percentage of cost on a pro rata basis for part-time nurses.

Casual nurses shall be paid four percent (4%) of their hourly wages as pay in lieu of these group insurance benefits.

17.4 Long Term Disability Plan

The Employer agrees to provide payroll deduction to nurses participating in the Long Term Disability Plan through Maritime Life.

**ARTICLE 18 - MISCELLANEOUS**

18.1 The Employer may require an employee to furnish during the probationary period or any time thereafter, medical evidence of their fitness to carry on the duties for which they are being paid. The employee shall have the choice of Physician. The Employer shall have the choice of a Specialist Medical Consultant for whose certificate the Employer shall pay all fees.

18.2 Normal retirement shall be the last day of the month in which a nurse reaches his/her sixty-fifth (65th) birthday.

- 18.3 Meal Allowance - when any nurse has an evening assignment scheduled which required a work-day of ten (10) continuous hours or more, the nurse shall be paid a meal allowance of up to fourteen dollars (\$14.00) as receipted.
- 18.4 Business-related calls shall be paid by the Employer as part of the normal expense reimbursement process upon receipt of satisfactory written proof of the expense (e.g. copy of monthly statement for personal use cell phone). Such payment shall be at the flat rate of fourteen cents (\$0.14) per minute for cell phone use.
- 18.5 Employee Assistance Plan
- The Employer will pay the basic program costs for an Employee Assistance Program (EAP) providing confidential counselling services to employees in need. The Union will designate two (2) members to sit on the EAP Committee, which will also include representatives of other employee groups. The Committee will promote the EAP program, assess its effectiveness, and report annually to the Medical Officer of Health.
- 18.6 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 required by the College of Nurses of Ontario.

#### **ARTICLE 19 - PRE-PAID LEAVE PLAN**

- 19.1 The Employer agrees to introduce a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:
- (a) The Plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
  - (b) The nurse must make written application to the applicable Director and Medical Officer of Health at least four (4) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
  - (c) The number of nurses that may be absent at any one time shall be two (2). The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse and the Employer.
  - (d) Written applications will be reviewed by the applicable Director and Medical Officer of Health. Leaves requested for the purpose of pursuing further formal education relevant to public health practice will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. The Medical Officer of Health shall reply to the request(s) at least three (3) months prior to the intended commencement date of the program.
  - (e) During the four (4) years of salary deferral, twenty percent (20%) of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to the nurse until the year of the leave or upon withdrawal from the Plan.

- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer. The nurse will be given a statement every year of the amount of the accrued interest.
- (g) All deferred salary, plus accrued interest, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave seniority will accumulate in accordance with Article 7.03(i). Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any group insurance benefits in which the nurse is participating.
- (i) A nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given the Medical Officer of Health. Deferred salary, plus accrued interest, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Health Unit will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Health Unit is unable to find a suitable replacement, it may postpone the leave. The Health Unit will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The nurse shall give ninety (90) days' notice of intent to return.
- (m) The nurse will be reinstated to the nurse's former position unless the position has been discontinued, in which case the nurse shall be given a comparable job. The nurse will commit to return for at least one (1) year at the conclusion of the leave of absence period.
- (n) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 19 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

**ARTICLE 20 - DURATION OF AGREEMENT**

- 20.1 This Agreement shall be for the period commencing the first (1st) day of April, 2003 and ending the thirty-first (31st) day of March, 2006.
- 20.2 This Agreement shall remain in force for the period mentioned above and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) days prior to the termination date of this Agreement.
- 20.3 Negotiations with respect to renewal of this Agreement shall commence within fifteen (15) days of such notice or as may be agreed to by the parties.
- 20.4 Retroactive wages, on the basis of hours paid will be paid within five (5) full pay periods (approximately ten (10) weeks of December 18, 2003).

The Employer will contact former employees at their last known address on record with the Employer, with a copy to the Union, within sixty (60) days of December 18, 2003 to advise them of their entitlement to retroactivity.

All provisions other than the general wage increase will take effect on December 18, 2003 unless otherwise stated in this collective agreement. Benefits changes will take effect April 1, 2004.

Dated at London, Ontario, this 27<sup>th</sup> day of April, 2004.

FOR THE MIDDLESEX LONDON  
BOARD OF HEALTH

FOR THE UNION

John Judson

Donna Alexander / Diane Peckham  
Labour Relations Officer

E. Louise Tyler

Gaetane Blom

Graham L. Pollett

Aaron Aitchison

Diane R. Bewick

Jacqueline Hart

\_\_\_\_\_

## APPENDIX "A"

SALARY SCHEDULEApril 1, 2003

<u>Registered Nurse</u>	<u>Public Health Nurse</u>	<u>Community Health Nursing Specialist</u>
\$21.09	\$22.54	\$23.20
\$21.92	\$23.42	\$24.09
\$23.12	\$24.64	\$25.35
\$24.30	\$25.87	\$26.63
\$25.49	\$27.10	\$27.89
\$26.96	\$28.63	\$29.47
\$28.43	\$30.18	\$31.09
\$29.89	\$31.67	\$32.61
\$31.40	\$33.25	\$34.23

January 1, 2004

<u>Registered Nurse</u>	<u>Public Health Nurse</u>	<u>Community Health Nursing Specialist</u>
\$21.40	\$22.88	\$23.55
\$22.25	\$23.77	\$24.45
\$23.47	\$25.01	\$25.73
\$24.67	\$26.26	\$27.03
\$25.87	\$27.50	\$28.31
\$27.37	\$29.06	\$29.91
\$28.85	\$30.63	\$31.55
\$30.34	\$32.14	\$33.10
\$31.87	\$33.75	\$34.74



April 1, 2004

<u>Registered Nurse</u>	<u>Public Health Nurse</u>	<u>Community Health Nursing Specialist</u>
\$21.72	\$23.22	\$23.90
\$22.59	\$24.13	\$24.82
\$23.82	\$25.38	\$26.12
\$25.04	\$26.65	\$27.43
\$26.26	\$27.92	\$28.73
\$27.78	\$29.49	\$30.36
\$29.29	\$31.09	\$32.03
\$30.79	\$32.63	\$33.59
\$32.35	\$34.26	\$35.26

April 1, 2005

<u>Registered Nurse</u>	<u>Public Health Nurse</u>	<u>Community Health Nursing Specialist</u>
\$22.38	\$23.92	\$24.62
\$23.26	\$24.85	\$25.56
\$24.53	\$26.15	\$26.90
\$25.79	\$27.45	\$28.26
\$27.05	\$28.75	\$29.60
\$28.61	\$30.38	\$31.27
\$30.17	\$32.03	\$32.99
\$31.72	\$33.60	\$34.60
\$33.32	\$35.29	\$36.32

NOTE: Salary Rates are rounded to two digits but for payroll purposes are calculated to four digits.

**LETTER OF UNDERSTANDING**

Between:

**BOARD OF HEALTH MIDDLESEX-LONDON  
HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Letter of Intent – On-call

**PREAMBLE:**

The parties agree that the Collective Agreement will be adhered to and this Letter of Understanding will only amend or add to the present collective agreement apart from normal work schedules as provided for in Article 4 and may be assigned to be on standby/on-call.

This programme is aimed at providing public health nursing counselling to individuals and families. Questions and concerns regarding public health nursing issues would be the focus of nursing assessment and intervention. In addition, Nurses will be available by beeper to provide triage and referral for all public health inquiries during the hours outlined below. A member of the agency management team will be available for support and consultation and other public health nurses and/or public health inspectors will also be available to respond. A cellular phone shall be provided.

**PART A: Weekdays On-call**

(a) Public Health Nurses shall be required to be on standby/on-call:

Monday through Friday  
4:30 p.m. to 10:00 p.m.

(b) Public Health Nurses who are on standby/on-call for the aforementioned time periods are to receive three dollars (\$3.00) per hour on standby/on-call. For any time worked to the nearest quarter of an hour, the public health nurse will be paid straight time for actual hours worked, plus two dollars and fifty cents (\$2.50) shift differential per hour and the standby rate.

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**PART B: Weekend hours**

- (a) Public Health Nurses shall be required to be on standby/on-call:  
  
Saturday, Sunday, Paid Holidays  
8:00 a.m. to 10:00 p.m.
- (b) Weekend coverage and paid holidays coverage will be provided from the casual public health nursing pool.
- (c) Public Health Nurses who are on standby/on-call for the aforementioned time periods are to receive three dollars (\$3.00) per hour on standby/on-call. For any time worked to the nearest one-quarter hour, the public health nurse will be paid straight time for actual hours worked, plus two dollars and fifty cents (\$2.50) shift differential per hour and the standby rate.

Dated at London, Ontario, this 27<sup>th</sup> day of April, 2004.

FOR THE MIDDLESEX LONDON  
BOARD OF HEALTH

FOR THE UNION

John Judson

Donna Alexander / Diane Peckham  
Labour Relations Officer

E. Louise Tyler

Gaetane Blom

Graham L. Pollett

Aaron Aitchison

Diane R. Bewick

Jacqueline Hart

**LETTER OF UNDERSTANDING**

Between:

**BOARD OF HEALTH MIDDLESEX-LONDON  
HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Job Sharing

To recognize that some nurses desire a more flexible working arrangement than is currently provided in the Collective Agreement, the Middlesex-London Health Unit and the ONA have agreed to participate in job sharing.

“Job Sharing” is defined as an arrangement whereby with the approval of the applicable Director two nurses share the hours of work of what would otherwise be one full-time position. Such approval shall not be unreasonably denied.

Each job sharing arrangement will be on a “trial” period for three (3) months during which time the vacant position will not be filled on a permanent basis. And thereafter the vacant position will be posted according to the Collective Agreement.

Either the Union or the Employer may discontinue the job sharing arrangement with ninety (90) 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 discontinuance shall not be unreasonable or arbitrary.

The Union agrees to modify specific aspects of the Collective Agreement for the purpose of this project with the understanding that the nurses involved in this project are entitled to all provisions of the Collective Agreement as provided for a regular part-time nurse, except as herein amended.

Nurses wishing to job share will sign a tripartite job-sharing agreement with the Employer and the Union.

There will be no more than five (5) job sharing arrangements.

**Implementation**

1. Only a full-time position in the bargaining unit may be job shared, and it is understood that the integrity of the full-time position will be maintained throughout the job sharing notwithstanding the fact that it is being shared by two (2) nurses.

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Job Sharing  
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Accordingly, upon the termination of a job sharing arrangement, the shared position will revert to a full-time position.

2. If two (2) full-time nurses wish to job share and the Employer agrees, the full-time position being shared need not be posted. The vacant full-time position will be posted in accordance with this Collective Agreement.
3. An incumbent full-time nurse wishing to job share his/her position may do so if approved by the applicable Director. Upon such approval, the job share arrangement (the other half of the nurses position) will be posted and selection will be made in accordance with the provisions of the Collective Agreement. If there is no successful applicant to the posting, the applicable Director's approval will be rescinded.
4. If one of the job sharers leaves the arrangement his/her job share arrangement will be posted. If there is no successful applicant to the posting, the shared position must revert to a full-time position. The position must be posted in accordance with the Collective Agreement. If the remaining nurse was a full-time nurse prior to job sharing, then the nurse shall be given first priority to the full-time position.
5. Nothing in this Letter of Understanding shall be interpreted to imply the creation of two (2) part-time positions out of the sharing of one full-time position.

### **Hours of Work**

Each nurse involved in the job sharing program will work one half ( $\frac{1}{2}$ ) the hours of a regular full-time nurse. The manner and/or method of job sharing and distributing the hours involved must be in accordance with the job sharing program terms of reference and will be decided upon by the nurses themselves and the applicable Director.

### **Salaries and Professional Classifications**

Each nurse will be paid one half ( $\frac{1}{2}$ ) the annual salary rate at which level the nurse is presently being paid.

Each nurse in the program will advance to the next incremental level after 1500 hours paid from the time of his/her last incremental increase.

The Employer cost for the group benefits provided for the two (2) job sharers shall not exceed the Employer's cost for benefits for a full-time employee.

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Dated at London, Ontario, this 27<sup>th</sup> day of April, 2004.

FOR THE MIDDLESEX LONDON  
BOARD OF HEALTH

FOR THE UNION

John Judson

Donna Alexander / Diane Peckham  
Labour Relations Officer

E. Louise Tyler

Gaetane Blom

Graham L. Pollett

Aaron Aitchison

Diane R. Bewick

Jacqueline Hart

**LETTER OF UNDERSTANDING**

Between:

**BOARD OF HEALTH MIDDLESEX-LONDON  
HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Part-time Nurses and Job Sharers working additional hours

Whereas it is recognized that the collective agreement does not speak to the rights of part-time staff and job sharers who work hours in addition to their predetermined schedule, the parties hereby agree that this Letter of Understanding will amend the present collective agreement to permit the Employer to provide additional rights and benefits to these staff as follows:

1. Hours worked by part-time nurses or job sharers in addition to their predetermined schedule shall be recorded on time sheets and approved by the Director/Manager for whom those hours were worked. All hours worked up to thirty-five hours per week shall be at the regular rate. The part-time nurse or job sharer must obtain advance approval from the Director/Manager if the nurse agrees to work additional hours that would result in the nurse working more than thirty-five hours per week, or seventy hours per pay period where a flex schedule is worked.
2. In addition to being paid for additional hours, a part-time nurse or job sharer shall also be paid vacation pay at the nurse's current vacation earning rate for all additional hours worked and paid for at the regular rate. Additional hours worked at overtime rates will be paid at time -and- one-half only, and no additional vacation pay will be paid. (Explanation for "current vacation earning rate": a part-time nurse earning four weeks vacation per year will receive 8% added to the pay for each of the additional hours worked; if earning five weeks, s/he will receive 10% vacation pay, etc.)
3. Part-time nurses and job sharers who receive vacation pay under paragraph 2 will be deemed to use the corresponding vacation time without pay during the weeks that they schedule their regular paid vacation.
4. If a part-time nurse or job sharer works more than 75 additional hours in a calendar year, an adjustment to earned sick time will be made at the end of the calendar year on a pro-rated basis. (In effect, the nurse has to work additional hours equivalent to at least one month at part-time hours before earning additional paid sick time.)

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5. Seniority and OMERS contributions have been, and will continue to be, based on all hours paid at the regular rate. Therefore, all part-time nurses and job sharers will still earn seniority and receive matching OMERS contributions based on the total of their hours worked under their predetermined schedule plus the additional hours worked at regular rate.
6. This Letter of Understanding will be effective upon signing by both parties, and will be retroactive to September 1, 2003.

Dated at London, Ontario, this 27<sup>th</sup> day of April, 2004.

FOR THE MIDDLESEX LONDON  
BOARD OF HEALTH

FOR THE UNION

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