

**MEMORANDUM OF AGREEMENT**

BETWEEN

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

AND

**ONTARIO NURSES' ASSOCIATION**

**Expiry date:** March 31, 2000

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MDDL02.C00



# INDEX

ARTICLE	PAGE
ARTICLE 1 - <b>PURPOSE</b> AND RECOGNITION .....	1
ARTICLE 2 - MANAGEMENT RESPONSIBILITY .....	2
ARTICLE 3 - REPRESENTATION AND ASSOCIATION SECURITY .....	2
ARTICLE 4 - POSITIONS, HOURS OF <b>WORK</b> AND OVERTIME .....	3
ARTICLE 5 - SENIORITY .....	3
ARTICLE 6 - <i>SALARIES</i> AND PROFESSIONAL CLASSIFICATIONS .....	6
ARTICLE 7 - HOLIDAYS .....	7
ARTICLE 8 - VACATIONS .....	7
ARTICLE 9 - ILLNESS ALLOWANCE .....	8
ARTICLE 10 - CAR ALLOWANCE .....	9
ARTICLE 11 - GRIEVANCE PROCEDURE .....	9
ARBITRATION .....	11
ARTICLE 12 - LEAVE OF ABSENCE .....	12
ARTICLE 13 - BEREAVEMENT .....	13
ARTICLE 14 - PARENTAL/PREGNANCY LEAVE .....	13
ARTICLE 15 - EDUCATIONAL LEAVE .....	14
ARTICLE 16 - JURY DUTY .....	15
ARTICLE 17 - BENEFIT PLANS .....	15
ARTICLE 18 - MISCELLANEOUS .....	16
ARTICLE 19 - DURATION OF AGREEMENT .....	17
APPENDIX "A" .....	18
LETTER OF INTENT .....	19
LETTER OF UNDERSTANDING .....	21
Number of <b>Regular Part-time</b> Nurses	
LETTER OF UNDERSTANDING .....	22
Project	
LETTER OF UNDERSTANDING .....	24
Job <b>Sharing</b>	



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 "Association")

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 Association. 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 Association as the exclusive bargaining agent for all registered **and** graduate nurses employed by the Employer save and except the Nurse Managers and persons above this classification.
- 1.3 All references to officers, representatives and committee members of the Association in this Agreement shall be deemed to mean officers, representatives and committee members of the Association employed by the Board of Health, Middlesex-London Health Unit.



## **ARTICLE 2 - MANAGEMENT RESPONSIBILITY**

- 2.1 The Association 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 she 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 Association 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 ASSOCIATION SECURITY**

- 3.1 The Employer will recognize a committee of three (3) Association members with seniority for the purpose of negotiating and administering the Collective Agreement. Regular and special meetings of this Committee and Employer representatives will be held at the request of either party. A staff representative of the Ontario Nurses' Association may attend meetings at the request of the Association 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 Association agree that there shall be no discrimination on account of race, creed, colour, gender or residence, practised against any nurse, and acknowledge the continued application of the Harassment Policy as it may be from time to time.
- 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 Association dues of each such nurse. The Association shall notify the Employer in writing of the amount of such dues from time to time.

- 3.5 The Employer will send to the Association 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 Association shall indemnify and save the Employer harmless with respect to **all** dues so deducted and remitted.
- 3.6 Professional Responsibility - The Employer recognizes that nurses have obligations under the Regulated Health Professions Act and the Health Protection and Promotion Act. Problems relating to such obligations shall be referred to and considered by the Liaison Committee. The Public Health Nursing Liaison Committee shall meet at least four **(4)** times a year and otherwise as agreed by the parties.

#### **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 and is paid on a pro rata basis.
- (c) Casual Hourly-rated Nurse - is a nurse who works on an interim replacement or occasional basis and is paid on an hourly rate.
- (d) The work week shall be flexed 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 one dollar (\$1.00) per hour shall be paid for all hours worked on Saturday.
- (e) Overtime is defined as time beyond the thirty-five (35) hour flexible work week described in 4 (a), 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.

#### **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.

- (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 Local and to the Employment 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 Related experience in nursing which adds to the value of a nurse's service will in part be recognized by the Employer, at the rate of one-half ( 1/2) previous related experience. The nurse shall be paid at the corresponding salary level to the maximum of the salary scale.
- 5.4
  - (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 local President or 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 she is transferred from full-time to part-time or casual hourly-rated and she shall receive credit for her full seniority and service on the basis of 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 her full seniority and service on the basis of one (1) year of seniority or service for each 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 she has completed sixty-five (65) days of service, after which her name shall be placed on the seniority list, and her seniority shall date **from** the date of her employment.

## 5.5

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 divisions where bargaining unit members are employed, for a minimum of five (5) working days, in order that all staff will **know** that the position is open and be able 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 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.

## 5.6

- (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
  - 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 her by the Employer by registered mail to the last address of the employee 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 her present level to the next level set out in the Salary Schedule, 12 months after she was last advanced on her service review date. Effective April 1, 1989, a part-time nurse will be advanced from 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 1500 paid hours equals one year full-time service.

- 6.4 Effective April 1, 1989, a full-time nurse who transfers to part-time or vice versa will assume her same level on the salary **grid**. A nurse who transfers to casual hourly-rated will be paid at the casual hourly rate.

### **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 1997, in addition to the above, the one-half (1/2) working day preceding Christmas and the one-half (1/2) working day before New Year's Day or days celebrated in lieu of any such holiday, and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government. In lieu of Remembrance Day, the other one-half (1/2) working day preceding Christmas and the other one-half (1/2) working day before New Year's Day.

- 7.2 Effective in 1998, 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 Division Director/designate.
- 7.3 Part-time nurses shall be entitled to similar holidays on a pro rata basis. Effective April 1, 1998 casual hourly-rated nurses shall be paid seven percent (7%) of income earned in lieu of vacation entitlements, all benefits, and holidays except casual hourly-rated 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, she shall be paid at the rate of double time.
- 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. No nurse shall take more than four (4) weeks' vacation entitlement

without the approval of the Director of Nursing. After ten (10) years such amount shall be ~~increased~~ to 2.08 days per paid month of employment, and after twenty (20) years such amount shall be increased to 2.5 days per paid month of employment.

- 8.2 Part-time nurses shall be entitled to similar vacations on a pro rata basis. Effective April 1, 1998 casual hourly-rated nurses shall be paid seven percent (7%) of income earned in lieu of holidays, vacation entitlements and all benefits.
- 8.3 Nurses will generally use vacation in the year they are due. Other arrangements may be considered on an individual basis by the Director of Nursing.
- 8.4 When a nurse's employment is terminated for any reason, she shall be entitled to a terminal vacation allowance covering vacation earned but not taken.
- 8.5 On request, a nurse shall receive vacation pay before leaving on vacation, provided that this is requested no later than two (2) weeks in advance and provided that the date of such advance does not fall on the date of the last pay day in the calendar year.
- 8.6 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 Director of Nursing. Such approval shall not be unreasonably withheld.
- 8.7 Casual Hourly-rated Vacation Pay

Casual hourly-rated vacation pay shall be paid at the rate of seven percent (7%) of gross salary. Such amount shall be paid to each nurse on each pay for every hour paid.

#### **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.
- 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 Workers' Compensation in lieu of her regular pay, the Employer will, upon the request of the employee, make up the difference between such compensation and her 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.

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

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

0 - 700 km/month .32 per km

701 + km/month .28 per km

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

- 10.2 Each part-time and casual hourly-rated nurse covered by this Agreement who is required to operate her automobile in the course of her employment shall be entitled to a car allowance based on the rates as established in Article 10.1.
- 10.3 Each nurse covered by this Agreement who is required to operate her automobile in the course of her employment shall carry Public Liability and Property Damage Insurance to a minimum of \$500,000.

#### **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 Association 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 she has been discriminated against, or been otherwise dealt with unjustly, she 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 her Manager and give her 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 her Manager who shall give her 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 Association may, within five (5) working days of the date of receiving the answer of 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 Director of Nursing (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 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.

STEP NO. 4 - If the grievance is not settled at Step No. 3, then the Grievance Committee may, within five (5) working days of the date of receiving the answer of the Medical Officer of Health (or if no answer is received under Step No. 3 then within five (5) working days **after** such answer ought to have been received), refer the grievance to the Board of Health who shall give its decision in writing within five (5) working days of receipt of the grievance. If the grievance is not settled at Step No. 4, then the Association 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 her 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 Association Committee, any complaint with respect to the conduct of the Association, 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 President of the Association or her designate. If such complaint is not settled to the satisfaction of the Employer, the 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) Association Grievance
- Where a dispute involving a question of general application or interpretation occurs or the Association has a grievance which cannot be processed as an employee grievance, such a question or grievance may be directly submitted to the Director of Nursing.

### 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 Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman 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 Chairman 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 Director of Nursing.
- 12.2 Requests for leave of absence without pay for personal reasons will be considered on an individual basis by the Director of Nursing. Such requests are to be made as far as possible in advance, and the Director of Nursing 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 Association functions, conventions, seminars and educational classes for an aggregate total of thirty (30) 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 leave of absence without pay to a total of fifty (50) days annually. 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 Association 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 two (2) years. During such leave of absence, salary and benefits will be kept whole by the Employer and the Association **agrees** to reimburse the Employer for such salary and Employer contribution

to benefits. The nurse will notify the Employer of her intended date of return to her employment at the outset of the leave.

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, significant other, child or parent;
- (b) Three **(3)** days with pay for death of grandparent, grandchild, brother, sister, 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.

### **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.

#### **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 Director of Nursing 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 Director of Nursing. Where the educational leave budget of the Employer is limited the Director of Nursing 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 she 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 she was a full-time paid employee.

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- (c) The Letter of Intent for educational purposes shall be honoured for this contract as attached hereto.

#### **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 Division Director and Human Resources and Labour Relations Manager immediately upon the nurse's notification that she 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.
- (b) Canada Pension Plan shall apply to all nurses covered by this Agreement.
- 17.2 Ontario Employer's Health Tax
- (a) 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.
  - (b) Full-time and part-time nurses, if eligible, will be enrolled in a Semi-private Hospitalization Plan for which the Employer shall pay eighty percent (80%) of the billed premium.
- 17.3 (a) Full-time nurses, if eligible, will be enrolled in an Extended Health Care Plan including Drug coverage with no deductible and the Employer shall pay eighty percent (80%) of the cost of this Plan.

- (b) Part-time nurses, if eligible, will be enrolled and the Employer will pay a percentage of the cost on a pro rata basis.
  - (c) The Employer will provide coverage for all full-time and part-time nurses under Liberty Health Dental Plan #9 and will pay eighty percent (80%) of the cost of this plan. Enrolment under a plan is compulsory for all full-time employees. Dental Plan #9 will be based on the Ontario Dental Association Schedule of Fees for the previous year.
- 17.4 The Employer will provide Group Life Insurance coverage to two (2) times salary to the maximum of Ninety Thousand Dollars (\$90,000) and will pay eighty percent (80%) of the cost.
- 17.5 Full-time **and** part-time nurses, if eligible, will be enrolled in the Two Hundred Dollar (\$200.00)/Twenty-four (24) Month Vision Care Plan and, commencing January 1, 1993, in the Four Hundred Dollar (\$400.00)/Five (5) Year Hearing Aid Plan and the Employer shall pay eighty percent (80%) of the Plans.
- 17.6 Full-time and part-time nurses, if eligible, **will** be enrolled in the Liberty Health Deluxe Travel Plan effective January 1, 1992 and the Employer shall pay eighty percent (80%) of the premium.
- 17.7 Long Term Disability Plan
- The Employer **agrees** to provide payroll deduction to nurses participating in the Long Term Disability Plan through Liberty Health.

#### **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 her sixty-fifth (65th) birthday.
- 18.3 Meal Allowance - when any nurse has **an** evening assignment scheduled which required a work-day of nine (9) hours or more, she shall be paid a meal allowance of four dollars and **fifty** cents (\$4.50) on each occasion.
- 18.4 At the time of **posting**, a copy of the **posting** will be provided to the Union President.

**ARTICLE 19 - DURATION OF AGREEMENT**

- 19.1 This Agreement shall be for the period commencing the first (1st) day of **April**, 1998 and ending the thirty-first (31st) day of March, 2000.
- 19.2 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.
- 19.3 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.

SIGNED THIS *30<sup>th</sup>* day of *July* 1998.

**SIGNED ON BEHALF OF THE  
MIDDLESEX-LONDON  
BOARD OF HEALTH**

*Cathy D'Arbelle*

*Diane Bewick*

*Mariam L. Allen*

\_\_\_\_\_

**SIGNED ON BEHALF OF  
ONTARIO NURSES' ASSOCIATION**

*Donna Alexander*  
Employment Relations Officer

*Barbara L. ...*

*Reyanne Cherry*

*Shelley Carnie*

**APPENDIX "A"**  
**SALARY SCHEDULE**

January 1, 1999

<u>Registered Nurse</u>		<u>Public Health Nurse</u>		<u>Community Health Nursing: Specialist</u>	
<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
33997.60	18.68	36345.40	19.97	37401.00	20.55
35362.60	19.43	37765.00	20.75	38857.00	21.35
37291.80	20.49	39730.60	21.83	40895.40	22.47
39184.60	21.53	41714.40	22.92	42933.80	23.59
41095.60	22.58	43698.20	24.01	44972.20	24.71
43479.80	23.89	46173.40	25.37	47520.20	26.11
45845.80	25.19	48666.80	26.74	50122.80	27.54
48211.80	26.49	51069.20	28.06	52579.80	28.89
50632.40	27.82	53635.40	29.47	55200.60	30.33

Casual Part-time

21.53

22.92

July 1, 1999

<u>Registered Nurse</u>		<u>Public Health Nurse</u>		<u>Community Health Nursing Specialist</u>	
<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
34343.40	18.87	36709.40	20.17	37783.20	20.76
35708.40	19.62	38147.20	20.96	39239.20	21.56
37655.80	20.69	40131.00	22.05	41295.80	22.69
39585.00	21.75	42133.00	23.15	43370.60	23.83
41514.20	22.81	44135.00	24.25	45427.20	24.96
43916.60	24.13	46628.40	25.62	47993.40	26.37
46300.80	25.44	49158.20	27.01	50632.40	27.82
48685.00	26.75	51578.80	28.34	53107.60	29.18
51142.00	28.10	54163.20	29.76	55746.60	30.63

Casual Part-time

21.75

23.15

**Note:**

Every full-time and part-time nurse will be given a lump sum payment of \$300.00 at the time of signing of the agreement.

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**RE: Article 15****LETTER OF INTENT**

Leave of absence for educational purposes shall be granted with pay at the salary Level 1, less any grant support which the nurse receives subject to the following:

1. That all educational opportunities available and approved be posted at least three months in advance.
2. That a nurse can bring to management's attention ~~an~~ educational course that warrants consideration. This course will then be considered by a committee consisting of the Medical Officer of Health, the Director of Nursing and a representative ~~from~~ the Health Sciences, University of Western Ontario, as well as the nurse requesting the course acceptance. Each application will be considered on its own merit and will require approval by the Board of Health.
3. That to be eligible to apply for an approved educational course a nurse be employed by the Middlesex-London Health Unit a minimum of five consecutive years on a full-time basis.
4. That the nurse submit her request for consideration of an approved educational course, an approval of admission to the course from the educational institution offering the program.
5. That the geographic location of the institution offering the approved course not be a limitation but that the course must be taken by correspondence if it is available in that manner.
6. That the duration of any program be a maximum of one academic year.
7. That the nurse selected be willing to sign that she will return to this agency for a minimum of two years.
8. That an educational course be offered no more than once in a two year period and that no more than one nurse will attend a course in a **two** year period.
9. That a nurse's seniority would be maintained and accumulated during the approved educational program.
10. The decision of the Board, approving or disapproving an application pursuant to the provisions of Paragraph 2 above, shall be final and shall not be open to review by grievance or any other appeal notwithstanding the provisions of this Collective Agreement or the Ontario Labour Relations **Act**.

Signed this 30<sup>th</sup> day of July, 1998.

FOR THE BOARD OF HEALTH  
MIDDLESEX-LONDON HEALTH UNIT

FOR THE ONTARIO NURSES'  
ASSOCIATION

Cortney D'Amico

Donna Alexander  
Employment Relations Officer

D. Bewick

Barbara Scott

Adam A. Pollock

Lexanne Emery

\_\_\_\_\_

Shelley Carnie

**LETTER OF UNDERSTANDING**

Between:

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

And:

**ONTARIO NURSES' ASSOCIATION**

It is understood by the Parties that during the term of this Collective Agreement:

- 1. During the term of the Collective Agreement, the number of regular part-time nurses within the Bargaining Unit will be limited to five (5).
- 2. All newly hired employees will be clearly instructed that there are two offices of the Middlesex-London Health Unit, one in Strathroy and one in London, and it shall be made clear to them that they may be assigned to either of those offices according to the needs of the Health Unit;
- 3. Existing staff Will not be reassigned during the term of the Collective Agreement as between these two offices without their consent;
- 4. Any person on temporary assignment to the Strathroy office will be paid for mileage.

Signed this 30<sup>th</sup> day of July, 1998.

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

FOR THE ASSOCIATION

Corky D'Arrelle

Donna Alexander  
Employment Relations Officer

Bewick

Ann Marie Liss

Abraham A. Preece

Roxanne Emery

\_\_\_\_\_

Shelley Carney

**LETTER OF UNDERSTANDING**

Between:

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

And:

**ONTARIO NURSES' ASSOCIATION**

**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 project 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. Nurses will be available by beeper to respond to public inquiries during the hours outlined below. A member of the agency management team will be available for support and consultation. A cellular phone shall be provided.

This project will be in effect for a one year period with a review at 6 months and a year.

**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~~ 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 one dollar (\$1.00) ~~shift differential~~ per hour and the standby rate.

Letter of Understanding  
Preamble  
Page two

**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 a one dollar (\$1.00) shift differential per hour and the standby rate.

Signed this 30<sup>th</sup> day of July, 1998.

FOR BOARD OF HEALTH -  
MIDDLESEX-LONDON HEALTH UNIT

FOR THE ASSOCIATION

Corby D'Amico

Donna Alexander  
Employment Relations Officer

D. Bewick

Robin Luss

Michael P. Pless

Deanne Emery

\_\_\_\_\_

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**LETTER OF UNDERSTANDING**

Between:

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

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: JOB SEARING**

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 Division 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 three no more than (3) 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.

Letter of Understanding  
 Job Sharing  
 Page two

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 her position may do so if approved by the Division 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 Division Director's approval will be rescinded.
4. If one of the job sharers leaves the arrangement 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 she 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 Division Director.

**Salaries and Professional Classifications**

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

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

Letter of Understanding  
Job **Sharing**  
Page three

Signed this 30<sup>th</sup> day of July, 1998.

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

FOR THE ASSOCIATION

Cosby D'Arnell

Donna Alexander  
Employment Relations Officer

D Bewick

Debra Lees

Michael A. Preece

Lorraine Emery

\_\_\_\_\_

Shelley Carnie

