

## **COLLECTIVE AGREEMENT**

Between:

**BOARD OF HEALTH MIDDLESEX-LONDON HEALTH UNIT**  
(Hereinafter referred to as the "Employer")

And:

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

**Expiry date: March 31, 2025**

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## **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 Registered 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 Registered 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 Registered Nurse'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 Registered Nurse falling within the scope of this Agreement, so as to have the effect of depriving any Registered Nurse covered by this Agreement of their 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 Registered Nurses 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, reassign and promote Registered Nurses and also the right of the Employer to discipline or discharge any Registered Nurse for just cause, provided that a claim by a Registered Nurse who has acquired seniority that the Registered 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 Registered 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 Registered 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 Registered Nurses in the Health Unit area in order that the skills of experienced Registered Nurses may be used to the best advantage for the benefit of the community, provided that such Registered 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 four (4) Bargaining Unit members for the purpose of negotiating the renewals of the Collective Agreement. The Labour Relations Officer of the Ontario Registered Nurses' Association will also be a member of this committee.
- 3.2 The Employer will pay such Registered Nurse 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 their 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, gender identity, gender expression, 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 Registered 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*. The above protected grounds shall be as defined in the *Ontario Human Rights Code*.
- 3.4 The Employer will deduct from the first pay received by each Registered Nurse in a month, who is covered by this Agreement, a sum equal to regular monthly Union dues of each such Registered 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 Registered 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 There will be a Joint Union-Management Committee that shall meet at least four times annually and not during the months of July and August, or otherwise as agreed by the parties. The representation on this committee will include equal representation from the Bargaining Unit and the Employer, and will be co-Chaired by the Manager, Human Resources and the Union Bargaining Unit President. The purpose of the Committee will be to discuss matters of mutual concern to the parties, to improve employer/Registered Nurse communications and to address quality work environment issues. The committee will not discuss grievances.

- 3.7 The Employer and the Union acknowledge the importance of providing Registered Nurses 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) Registered Nurse representatives selected by peers from several Divisions.
  - at least three (3) managers who are Registered Nurses from several Divisions
  - Chief Nursing Officer
  - Community Health Nursing Specialist
  - ONA Bargaining Unit President or designate
  - Manager, Human Resources and/or designate
- (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.

### 3.08 Health & Safety

The Employer, in conjunction with the Joint Health and Safety Committee, shall develop, establish and put into effect, prevention and control measures, procedure, practices and training for the health and safety of Registered Nurses. The Employer, Union and Registered Nurses fully endorse their responsibilities under the Occupational Health and Safety Act and any other applicable legislation.

### 3.09 Safe Return to Work and Accommodation

The Employer and the Union recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating Registered Nurses who have been ill, injured or permanently disabled to enable their early and safe return to work.

The parties undertake to provide physically safe and meaningful employment for both permanently and temporarily disabled Registered Nurses, as defined by current legislation and the Employer's policies.

The parties acknowledge that the duty to accommodate based on any human rights protected ground applies to the Employer and the Union. The Employer and the Union commit themselves to finding co-operative solutions to any barriers to workers requiring accommodation as required by the *Ontario Human Rights Code* and the *Accessibility for Ontarians with Disabilities Act*. The Employer and the Union agree to observe the provisions of the *Ontario Human Rights Code* and the *Accessibility for Ontarians with Disabilities Act*, or any other statutes, and agree that this Article is not intended to impose any greater obligations on the parties than are contained in those statutes.

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

- 4.1
- (a) Full-time Registered Nurse - is a Registered Nurse who normally works a flexible thirty-five (35) hour week, Monday through Saturday.
  - (b) Part-time Registered Nurse - is a Registered Nurse who normally works a predetermined work schedule of seventeen (17) hours per week or more.
    - i) If an Registered Nurse 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 Re: Part-time Registered Nurses and Job Sharers working additional hours.
  - (c) A Casual Registered Nurse is hired for a program team or Division and works on an intermittent, occasional basis. Casual Registered Nurse work includes such activities as short one time projects and backfill coverage. Casual Registered Nurses hired for a program or Division will agree to optimally provide 210 hours (or 6 weeks) of nursing care over the course of each year when work is available in their Division/program assignment. Generally, casual Registered Nurses are assigned to a Division so that they are available to provide casual work as needed. Provided it does not impede their ability to fulfil the commitment to their primary assignment, casual Registered Nurses may pick up additional hours in another Division as they become available. Casual Registered Nurse positions are permanent once the 455 hours of the probationary period have been successfully completed and are then considered internal candidates for the purposes of postings of full-time and part-time permanent positions if the individual casual Registered Nurse possesses the performance, abilities and qualifications for the posted positions. Upon pre-approval by the manager, casual Registered Nurses should be afforded sufficient time to complete the work required of the assignment and complete organizational requirements and will be compensated accordingly.
  - (d) Temporary Registered Nurse is a Registered Nurse hired for a period not to exceed eighteen (18) consecutive months, and shall be advised in writing at the time of hiring of the temporary status and of the period of employment. A temporary Registered Nurse is hired to replace longer term leaves of permanent Registered Nurses e.g. pregnancy / parental leaves, educational leaves, long term illness, etc. after permanent Registered Nurses have been given the opportunity to apply. From time to time, additional resources may temporarily become available which would cover a full or part-time Registered Nurse for an extended period and these situations would also be considered a temporary position.

In the event they should return as a permanent or casual Registered Nurse of MLHU within a six (6) month period from end date of last hire the seniority and service they gained as a temporary Registered Nurse will be added to their seniority and service.

Temporary Registered Nurses are considered external candidates for the purposes of job posting. Those temporary Registered Nurses who have worked for the Employer for multiple consecutive contracts and greater than

eighteen (18) consecutive months with satisfactory performance as determined by the sole discretion of the Employer, will be considered internal candidates with deemed seniority equal to their continuous period of employment with the Employer for the purpose of postings of full-time and part-time positions within their program team or Division. Deemed seniority under this clause has no other effect under the Agreement.

Notwithstanding any other term or provision of this Agreement, the employment of a temporary Registered Nurse shall automatically terminate at the end of the specified period, if the incumbent they are replacing returns early from leave or prior to the end of the specified period with two weeks written notice (or other such notice required by applicable employment standards legislation) from the Employer and such release shall not be the subject of a grievance or arbitration. Temporary Registered Nurses are paid the wage rates in Appendix "A" Salary Schedule and covered by the applicable articles as noted in the Collective Agreement, including Article 6.5.

Any additional straight time hours that become available, the employer will endeavour to first offer to permanent part-time and casual part-time Registered Nurses.

- (e) Hours of work, depending on program requirements may be flexed in a seventy (70) hour two-week period within the hours of 7:30 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 three dollars (\$3.00) per hour shall be paid for all 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 at approximately mid-way through the half shift.

The pattern of working time shall be established with the prior approval of the Employer.

- (f) Overtime is defined as time beyond the seventy (70) hour flexible two-week period described in 4.1 (e), 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 and the compensating time off must be taken within a four (4) week period or be paid out at the applicable overtime rate. The decision re payment in time or money is at the discretion of the Employer, based on programming needs and Registered Nurse's caseload.

Authorization for overtime hours worked must be given by the manager in advance and confirmed in writing. When it is not feasible to obtain approval prior to accumulating overtime for business reasons, the overtime accumulation will be communicated to the Registered Nurse's leader in a timely manner.

No shift premium will be paid for hours of work for which overtime rates are paid in money.

If the Employer requires any Registered Nurse to work on any Sundays they will be paid double time (2). Payment shall be double time in money or double time, in time, at the discretion of the Employer.

- (g) On-Call – A Registered Nurse, as assigned by the applicable Director/designate shall be available by mobile device 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 a.m. on 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: \$4.75 per hour for all on-call.

In addition, a Registered 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.

If the Registered Nurse on-call is required to perform duties onsite or in the community, they shall be paid a minimum of three (3) hours at the regular rate of pay, or time worked at the applicable rate, whichever is greater.

- (h) Call-in – A Registered Nurse who is called in to work outside their 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 three dollars (\$3.00) 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 The Employer may create additional part-time positions provided in doing so no existing full-time position is eliminated.



#### 4.3 Shift Cancellation

If any Registered Nurse is cancelled with less than twenty-four (24) hours' notice of the commencement of their assigned duties or when a scheduled shift of three (3) hours or more is cancelled after reporting for duty they shall be paid a minimum of three (3) hours pay at the applicable rate of pay. Notice will be left on the Registered Nurse's work email and/or by voice mail.

### **ARTICLE 5 – SENIORITY**

5.1 (a) In cases where performance, ability, relevant experience, 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 Registered Nurses, or to full-time or part-time Registered Nurses who ask to be considered for casual or temporary assignments, such as a leave replacement.

(c) In the event of a proposed layoff of any Registered Nurse, 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 Registered Nurses affected by the layoff. The notice of layoff to the Registered Nurse shall be in accordance with the *Employment Standards Act*. A copy of the notice to the affected Registered Nurses 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 Registered Nurses who are entitled to remain on the basis of seniority are qualified to do the work which is available. A Registered Nurse who has received a notice of layoff shall be able to displace the least senior Registered Nurse on any team where they have greater seniority and are qualified to do the work, or they may assume a vacant position that has been posted and remains unfilled, if they are qualified to do the work and have related experience. Registered 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 Registered Nurses with the successor employer.

5.3 (a) For all provisions of this Agreement, seniority shall commence and accumulate from the Registered Nurse's last date of hire by the Employer. A Registered Nurse's seniority date shall not pre-date their hire date for the purposes of job posting, vacation selection, and layoff. Registered Nurses will be grandparented at their current seniority date effective as at September 21, 2017.

- (b) A seniority list showing each Registered Nurse's name and professional category shall be posted by February 1<sup>st</sup> of each year. At the time of posting, a copy shall also be forwarded to the Bargaining Unit President or their designate. The seniority list may include probationary Registered Nurses for information purposes only. Seniority date for all Registered Nurses is calculated on the basis of straight time hours paid.
- (c) A Registered Nurse's full seniority and service shall be retained by the Registered Nurse in the event that the Registered Nurse is transferred from full-time to part-time or casual hourly-rated and the Registered Nurse shall receive credit for their full seniority and service on the basis of fifteen hundred (1500) hours service. A Registered 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 their 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 Registered Nurse shall be considered a probationary Registered Nurse until the Registered Nurse has completed four hundred fifty-five (455) hours of work, after which their name shall be placed on the seniority list, and their seniority shall date from the date of their employment. Probation may be extended by mutual agreement of the Union and the Employer.

#### 5.4

#### Registered Nurse Vacancies, Transfers, Reassignments

- (a) Prior to filling any full-time or part-time vacant position covered by this Agreement, Human Resources shall post notice of the position on the Employer's intranet. At the time of posting a copy of the posting will be provided to the Bargaining Unit President. Human Resources will also bring the vacant position to the attention of all Registered Nurses via a brief voicemail and/or e-mail referring to the posting. Bargaining Unit members have a minimum of six (6) working days after the position is posted to make written application to Human Resources. A vacancy may be posted internally and externally at the same time, with all internal candidates being considered before external applicants.

If a vacant full-time or part-time position is not to be posted, the Employer and the Union will meet to discuss the reasons for this.

A Registered Nurse hired into a temporary or permanent position may not apply for another position until after they have worked nine (9) months in their current position, unless approved by their current manager. This nine (9) month restriction does not apply to temporary, casual and part-time Registered Nurses applying for permanent positions.

- (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 Registered Nurse has been temporarily 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) Temporary Registered Nurses newly hired to replace Registered Nurses who are on parental/pregnancy leave will be considered as temporary as per section 4.1 (d) and 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 Registered Nurse shall be credited with seniority and service from the date of hire subject to successfully completing their probationary period.
- (e) The Employer will outline to Registered 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 or other temporary opportunities of six (6) months or greater shall be given to all Registered Nurses. Contracts of less than six (6) months will not be extended. If a full-time or part-time Registered Nurse is awarded such an opportunity, the work assignment of the full-time or part-time Registered Nurse may be filled with a casual Registered Nurse without further posting or notice.

## 5.5

- (a) Seniority shall be retained and accumulated when a Registered Nurse is absent from work under the following circumstances:
  - when on approved statutory leave of absence (including pregnancy or parental leave) with or without pay
  - when in receipt of benefits from the Workers' Safety and Insurance Board
  - when in receipt of illness allowance.
- (b) Seniority shall be retained but not accumulated when a Registered Nurse is absent from work under the following circumstances:
  - approved personal leave of absence without pay as per Article 12
  - for a period of two (2) years after illness allowance credit has been used excluding where a Registered Nurse's illness or injury is compensable by Workers' Compensation.
  - when a Registered Nurse is laid off due to a reduction in the registered nursing staff, seniority shall be retained for a period of one (1) year.
- (c) Seniority shall be lost and the Registered Nurse shall cease to be employed when a Registered 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.
- subject to the Ontario Human Rights Code, when a Registered Nurse is absent from the workplace due to illness or injury for a period in excess of twenty-four (24) months.
- is laid off and not recalled to work within a period of one (1) year from date of layoff, or after having been laid off for less than one (1) year fails to return to work within five (5) days after Notice of Recall has been sent to the Registered Nurse by the Employer by registered mail to the last address of the Registered Nurse of which the Employer has a record.

#### 5.6 Sunset Clause:

Any letter of reprimand, suspension or other sanction will be removed from the record of a Registered Nurse no later than twenty-four (24) months following the receipt of such letter, suspension or other sanction, provided the Registered Nurse's record has been discipline free for such period of time. Leaves of absence in excess of thirty (30) continuous calendar days will not count toward the period referenced above.

### **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 Registered Nurse or temporary full-time Registered Nurse will be advanced from their present level to the next level set out in the Salary Schedule, twelve (12) months after they were last advanced on their service review date. A part-time or casual Registered Nurse will be advanced from their 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. Temporary Registered Nurses will be paid in accordance with Appendix "A" Salary Schedule.
- 6.4 A full-time Registered Nurse who transfers to part-time or vice versa will assume their same level on the salary grid. A Registered Nurse who transfers to a casual position will be paid an hourly rate comparable to the rate the Registered Nurse was paid as a full-time or part-time Registered Nurse. Credit for hours worked since the Registered Nurse's last advancement on the grid will be applied on a pro rata basis, i.e. Registered Nurses who work six months as full-time before becoming casual will only need to work 750 hours out of the 1500 hours before moving to the next salary level.

- 6.5 Upon initial hire or rehire into the organization, 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 four (4) years of experience, with a maximum starting salary at step five;
  - ii) at the rate of one-half for all other nursing experience within the last twelve (12) years, to a maximum of six (6) years of experience, with a maximum starting salary at step four; or
  - iii) any combination of (i) and (ii) to a maximum of eight (8) years of experience, with a maximum starting salary at step five.
- 6.6 Notwithstanding Article 6.5, a Registered Nurse who retires early to an OMERS pension and who is later rehired as a casual Registered Nurse, will be paid an hourly rate on the salary grid at the level at which the Registered Nurse was previously paid.
- 6.7 A Registered Nurse may be seconded to a non-bargaining unit position for a temporary period not to exceed eighteen (18) months. The Registered Nurse shall be paid at a rate of pay equivalent to the starting salary of the position to which the Registered Nurse has been seconded, or one hundred and ten (110%) percent of the Registered Nurse's previous rate of pay, whichever is the higher rate. All benefits and rights under this collective agreement will apply during this temporary assignment.
- During the secondment, the Registered 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 Registered Nurse had not left the bargaining unit.
- If the position to which the Registered Nurse is seconded is a non-union (management) position, the Registered Nurse will not be eligible for overtime during the secondment, but will receive additional paid time off, on a pro-rated basis, in accordance with the vacation policy for non-union staff.
- Notice of all seconded Registered Nurses shall be provided to the ONA LRO and Bargaining Unit President.

## **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
Family Day (3 <sup>rd</sup> Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada 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 Registered Nurse and the applicable Director/designate.
- 7.3 Part-time Registered Nurses shall be entitled to similar holidays on a pro rata basis. Casual and temporary Registered 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 Registered Nurse is scheduled to work on any such holiday and works on the holiday, the Registered 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 Registered Nurse's annual vacation, another day of vacation shall be scheduled at a mutually agreeable time.

## **ARTICLE 8 – VACATIONS**

- 8.1 Each full-time Registered 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 Registered Nurse shall take more than four (4) weeks' vacation entitlement without the approval of the applicable Director. After ten (10) years of seniority 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 of seniority 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 Each part-time Registered Nurse shall be entitled to vacation with pay on a pro rata basis to that of a full-time Registered Nurse based on seniority. For example, a full-time Registered Nurse under Article 8.1 with 10 years of seniority receives 25 days vacation with pay; therefore, a part-time Registered Nurse with 10 years of seniority would receive 12.5 days (87.5 hours) with pay when working a regular 17.5 hour weekly assignment.
- 8.3 Registered Nurses will generally use vacation in the year they are due. A maximum of five (5) days of vacation earned in any one (1) year may be carried forward to the next year if approved by the Director or designate, and such approval will not be unreasonably denied. Such carried forward vacation then must be used by March 31st of the next calendar year.
- 8.4 When a Registered Nurse's employment is terminated for any reason, or in the event of a Registered Nurse's death, the Registered Nurse, (or the Registered Nurse's estate) shall be entitled to a terminal vacation allowance covering vacation earned but not taken. If the Registered Nurse has taken more vacation with pay than they 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 Registered Nurses shall be entitled to their vacation with pay at any time during the year subject to the consideration of program requirements and with the approval of the applicable manager and/or designate. Such approval shall not be unreasonably withheld. Vacation requests for the period of February 1 to December 31 are to be submitted by January 15 and will be approved within each team based on ONA seniority date. The approved schedule will be posted by January 31. Requests submitted after January 15 will be considered in accordance with the posted vacation schedule and on a first come, first served basis.
- 8.6 Casual Registered Nurses shall receive four percent (4%) of their gross earnings as vacation pay, which shall be paid to them on each pay. After five (5) years of continuous employment as a casual Registered Nurse, this percentage shall be six percent (6%) and after twenty (20) years of continuous employment as a casual Registered Nurse this percentage shall be eight percent (8%). Casual Registered Nurses will schedule at least two (2) weeks unpaid vacation time each year, pro-rated for any part year thereof.
- 8.7
- (a) Where a Registered Nurse'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 a Registered Nurse's scheduled vacation is interrupted due to serious illness requiring the Registered Nurse to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
  - (c) The portion of the Registered Nurse's vacation which is deemed to be sick leave under the above provisions will not be counted against the Registered Nurse's vacation credits once a sick leave certificate is provided to Human Resources.
  - (d) Where a Registered Nurse's scheduled vacation is interrupted due to a bereavement, the Registered Nurse shall be entitled to bereavement leave in accordance with Article 13.
  - (e) The portion of the Registered Nurse's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the Registered Nurse's vacation credits.

## **ARTICLE 9 - ILLNESS ALLOWANCE**

- 9.1 Full-time Registered Nurses and part-time Registered 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 Registered Nurses, pro-rated for part-time Registered Nurses.

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

When a Registered Nurse transfers from full-time to part-time they shall be allowed to keep the illness allowance in their bank at the time of the transfer. However, if the illness allowance is greater than the upper limit of a part-time maximum allowance of

ninety (90) days they will not continue to accrue further allowance in their bank until they fall below the ninety (90) days. For greater clarity, a part-time Registered Nurse shall not be allowed to accrue illness allowance greater than ninety (90) days.

- 9.2 (a) When leaving employ for any reason after five (5) years' service from January 1, 1971, the Registered Nurse will receive one-half (1/2) accumulated illness allowance, which payment shall not exceed the equivalent of ninety (90) days' salary.
- (b) Registered Nurses hired after January 1, 1982 will not be eligible for benefits described in 9.2 (a).
- 9.3 When an Registered Nurse is injured in the course of their employment and in receipt of Workplace Safety Insurance Board Benefits in lieu of their regular pay, the Employer will, upon the request of the Registered Nurse, make up the difference between such compensation and the Registered Nurse's regular pay to the extent of the maximum of the Registered Nurse's accumulated sick leave with pay credits. The amount of such make up shall be deducted from such accumulated credits.
- 9.4 Registered Nurses will be allowed to use up to a maximum of ten (10) of their sick leave credits, pro-rated for part-time, per calendar year for the purposes of personal or family preventative health care or for tending to family illness of applicable family members as listed in the Family Caregiver Leave defined in the *Employment Standards Act, 2000*.
- 9.5 If the Employer requires the Registered Nurse to obtain a medical certificate, the employer shall pay the cost of obtaining the certificate to a maximum of twenty five dollars (\$25.00). (A Receipt is required and medical certificates will be routinely verified.) If the Employer requires the Registered Nurse to complete any Functional Abilities Examination the Employer shall pay the cost of obtaining the Functional Abilities Form. If the Employer requires the Registered Nurse to complete an Independent Medical Examination (IME) the Employer may choose three (3) practitioners the Registered Nurse can select from and the Employer shall pay the full cost of the IME.

## **ARTICLE 10 – MILEAGE ALLOWANCE**

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

Mileage for business travel will be reimbursed at the current rate, or as defined by company policy, whichever is greater. Currently, the reimbursement rates are fifty-five cents (\$0.55) for the first 5000 km per calendar year, and fifty cents (\$0.50) per kilometre thereafter.

The Employer will pay for receipted parking for all Registered Nurses while on assignments, other than adjacent to Health Unit property.



Registered Nurses will submit mileage and offsite business-related parking claims on a monthly basis in accordance with the policies and or guidelines provided by the Employer. Claims that are submitted more than three months late, or that are submitted more than one month after the end of the calendar year will not be accepted.

- 10.2 Each Registered Nurse covered by this Agreement who is required to operate their automobile in the course of their employment shall carry Public Liability and Property Damage Insurance to a minimum of two million dollars (\$2,000,000). They may be required from time to time to provide evidence that they have a valid driver's licence and the required level of automobile insurance.
- 10.3 The Employer, in its sole discretion, reserves the right to require rental/share car usage versus paying a mileage allowance as may be defined by policy. Registered Nurses with documented mobility or accommodation issues will be given special consideration.

## **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 Registered Nurse and/or the Union may present a complaint without recourse provided they adhere 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 It is the mutual desire of the parties hereto that complaints of Registered Nurses shall be adjusted as quickly as possible. It is understood that the Registered Nurse shall speak to their Manager within ten (10) working days after the circumstances giving rise to the complaint and give the Manager and applicable Director the opportunity to try and resolve the dispute before filing the grievance. If not resolved within ten (10) working days from receiving the complaint it shall then be taken up as a written grievance in the following manner and sequence. Grievances shall not be filed in writing at Step 1 unless raised in accordance with this paragraph.

STEP NO. 1 - The Registered Nurse with the assistance of a Union representative may submit a signed, written grievance to the Manager, Human Resources and/or designate. The Registered Nurse will provide a copy of the written grievance, including the statement of facts, the remedy sought and the section or sections of the Agreement which are alleged to have been violated to the Manager, Human Resources and/or designate. The Manager, Human Resources and/or designate will deliver their decision in writing within ten (10) working days following the day on which the grievance was presented.

STEP NO. 2 - If the grievance is not settled at Step No. 1, the Union Grievance Committee, including the ONA Labour Relations Officer, may within 10 days of receiving a decision, refer the matter to the Director, Corporate Services and/or designate. A meeting will then be held between the Director, Corporate Services and/or designate, applicable Employer representatives and the Union Grievance Committee within ten (10) calendar days of the submission of the grievance at Step No. 2. It is understood and agreed that a representative of the Union and the grievor may be present at this meeting. A decision of the Employer shall be

delivered in writing ten (10) working days following the date of such meeting. If the grievance is not settled at Step No. 2, then the Union may refer the grievance to Arbitration.

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

- 11.3 At the time formal discipline is imposed or at any step of the grievance procedure, the Registered Nurse is entitled to be represented by a Registered Nurse representative. In the case of suspension or discharge, the Employer shall notify the Registered 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 their designate at Step 2. 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 Registered Nurse grievance, such a question or grievance may be directly submitted to the applicable Director at Step 2.
- 11.5 Where a response is not given by a party within the specified time-limit in the grievance procedure, the other party may submit the grievance to the next step of the grievance procedure.
- 11.6 Where a number of Registered Nurses have identical grievances and each Registered Nurse would be entitled to grieve separately, they may present a group grievance in writing, signed by each Registered Nurse who is grieving to the Director, Corporate Services and/or designate within ten (10) working days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated, as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 11.7 The release of a probationary Registered Nurse shall not be subject to the grievance procedure unless the probationary Registered Nurse is released for exercising a right under this Agreement.

- 11.8 A complaint by an Registered Nurse who has completed their probationary period that they have been unjustly discharged shall be made within ten (10) working days after the date the discharge is effected and shall be treated as a grievance commencing at Step 2. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Employer's action in dismissing the Registered Nurse; or
  - (b) reinstating the Registered Nurse with or without loss of seniority and with or without full compensation for the time lost; or
  - (c) by any other arrangement which may be deemed just and equitable.
- 11.9 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, such grievance may be submitted to arbitration. If no written request for arbitration is received within ten (10) working days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

### **ARBITRATION**

- 11.10 Where a party requests that any matter be submitted to arbitration as provided in the foregoing provisions of this Article, it shall make such request in writing addressed to the other party to this Agreement, and, at the same time, it shall propose the names of three (3) suitable sole arbitrators. Within ten (10) calendar days thereafter, the other party shall agree in writing to one of the arbitrators or shall propose an alternate name(s). If there is no agreement within a period of fourteen (14) calendar days after the other party has responded, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure.
- 11.11 The sole arbitrator shall hear and determine the grievance. The written decision of the Chairperson shall be final and binding upon the parties and upon the Registered Nurse(s) affected by it.
- 11.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance unless agreed to by the parties.
- 11.13 The sole arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 11.14 The parties will share equally the fees and expenses of the sole arbitrator.
- 11.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48(16) of the Labour Relations Act.

- 11.16 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure within the times specified, provided that the parties may extend the time-limits in the grievance procedure by mutual agreement in writing.
- 11.17 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals.

## **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 Director, Corporate Services and/or designate. If leave extends beyond one (1) month, group insurance benefits must be prepaid in full by the Registered Nurse. Granting of such leave shall not be unreasonably withheld.
- 12.3
- (a) Leave of absence without pay shall be granted to Registered Nurses 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 Registered Nurse who is elected to the Board of Directors of the Ontario Registered 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 Registered Nurses' Association will be separate from the Union leave provided in (a) above.
  - (c) A Registered Nurse who is elected to the office of the President of the Ontario Registered 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 Registered Nurse will notify the Employer of their intended date of return to their employment at the outset of the leave.
  - (d) A Registered Nurse who is elected to a Provincial Committee of the Ontario Registered Nurses' Association, or elected to a position of Local Co-ordinator, shall be given, upon request, such leave(s) of absence as they

may require to fulfil the duties of their 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 Registered 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 and vacation 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, son/daughter in-law, step-child, grandchild, parent, step-parent, sibling or step-sibling;
  - (b) Three (3) days with pay for death of grandparent, brother-in-law, sister-in-law, mother-in-law or father-in-law;
  - (c) One (1) day with pay for death of grandparent-in-law, uncle, aunt, cousin, nephew or niece for the purpose of attending related events, such as funerals, memorial services, interment, etc.;
  - (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 family members listed in section (c) shall include the relatives of the Registered Nurse's spouse as well.
  - (f) Spouse, for the purpose of this section, shall include the legally married spouse of the Registered Nurse, or a person cohabiting with the Registered Nurse who is publicly represented as the Registered Nurse's spouse.

In the case of a casual or part-time Registered Nurse, the days off will be granted as above, but the Registered Nurse will only receive pay for the corresponding days of work scheduled prior to learning of the death of the relative. In the case of a temporary Registered Nurse, the days off will be granted as above, without pay.

A Registered Nurse may request that part of their bereavement leave be taken at a later time in order to attend a delayed funeral, memorial service or interment. Otherwise, the time off will be taken within a reasonable time of the Registered Nurse becoming informed of the death.

## **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 Registered 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 Registered Nurse has the right to extend the parental/pregnancy leave in accordance with applicable legislation (currently eighteen (18) months in total). Written notice by the Registered 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 Registered Nurse shall be granted seventeen (17) weeks of unpaid parental leave for each parent who has worked for the same employer for thirteen (13) weeks. Pregnant Registered Nurses 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 Registered 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 Registered 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) A parent includes the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of a child and who intends to treat the child as their own.
- (h) On return to work a Registered Nurse shall be reinstated to the assignment the Registered Nurse most recently held with the Employer, if it still exists, or to a comparable assignment, if it does not.

14.2 The Employer agrees to implement a supplementary unemployment benefit (SEB) plan. An Registered Nurse who qualifies for pregnancy or parental leave, as set out above, will be eligible to receive SEB benefits during the leave if they have

satisfactorily completed the probation period, and has applied for and is in receipt of Employment Insurance Benefits. The SEB benefits for which an Registered Nurse may be eligible include:

- i) a payment equivalent to eighty (80%) of the Registered Nurse's regular base weekly earnings during the one (1) week mandatory employment insurance waiting period stipulated in the *Employment Insurance Act*; and,
- ii) weekly payments equivalent to the difference between eighty (80%) of the normal weekly basic earnings and the regular weekly employment insurance benefit amount, for a maximum of sixteen (16) weeks of pregnancy or parental leave.

Registered Nurses who take an extended pregnancy/parental leave of eighteen (18) months will be entitled to a SEB payment equal in dollar value to the SEB payment for an Registered Nurse, in the same classification at the same grid step, who takes the normal thirty-five (35) week parental leave.

Such payments shall be contingent upon the Registered Nurse providing proof that they are eligible for, or in receipt of, Employment Insurance pregnancy or parental leave benefits during the period of SEB payments. Normal basic earnings for full-time Registered Nurses shall be based on the Registered Nurse's salary on the last day worked prior to the commencement of the leave. Normal basic earnings for part-time or casual Registered Nurses 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.

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

Registered Nurses 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.

Effective the 1<sup>st</sup> of the month following ratification, a Registered Nurse who begins pregnancy/parental leave will receive pro-rated vacation credits based on gross pay (i.e. SEB Plan payment) during the leave and will receive unpaid vacation relating to the unpaid portion of their leave.

## **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 Registered 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 Registered 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 Registered Nurse as is deemed to be just and equitable.

If the Registered Nurse leaves the employment of Middlesex London Health Unit within two years of completing the education, they must repay the amount provided, on a monthly proportionate basis, and such repayment amount shall be withheld from the Registered Nurse's final payment from the MLHU.

- (b) If a Registered Nurse takes an approved educational leave with the condition that the Registered Nurse sign a commitment to return to the Health Unit as an Registered Nurse, 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 Registered Nurse was a full-time paid Registered Nurse.

## **ARTICLE 16 - JURY DUTY**

- 16.1 If a Registered 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 Registered Nurse's duties at the Health Unit, the Registered Nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty, and may re-schedule any pre-approved vacation provided that the Registered Nurse:
- (a) notifies the applicable Director and Director, Corporate Services and/or designate immediately upon the Registered Nurse's notification that the Registered Nurse will be required to attend court;
  - (b) presents proof of service requiring the Registered 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) OMERS Pension Plan shall apply to all full-time Registered Nurses covered by this Agreement. Part-time Registered Nurses who are eligible may participate in the OMERS Pension Plan. The Employer will provide for an addendum to the OMERS Pension Plan to provide for Registered Nurses who retire before age sixty-five (65) with ten or more years of continuous service with the Employer to an OMERS 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 age 65 and the Employer shall continue to pay full premiums for these plans until age sixty-five (65) where the Registered Nurse will be responsible to pay any subsequent increase in premium rates. The Employer will provide for an addendum to the OMERS Pension Plan to provide for Registered Nurses who retire before age sixty-five (65) with less than ten years continuous service with the Employer to an OMERS pension and who are members of the respective benefit plans at retirement continuation of such benefits until age 65 provided the Registered Nurse agrees to pay the full cost of the premiums, according to a payment schedule arranged with the Employer.

## 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 Registered Nurses, if eligible, will be enrolled in the following group benefits up to age 65:

- (a) Extended Health Care Plan including drug coverage with no deductible and paramedical services.

Note: Enhanced Generic Substitution: Unless medical evidence is provided to Canada Life that indicates why a drug is not to be substituted, Canada Life can limit the covered expense to the cost of the lowest priced interchangeable drug.

- (b) Group Insurance Dental Plan coverage fees will be based on the Ontario Dental Association Schedule of Fees for the current less one year. The Dental plan includes 100% coverage for basic dental services and 50% coinsurance for major dental services (i.e. crown, dentures and bridges) to a calendar year maximum of \$2,500 and 50% coinsurance for Orthodontic to a lifetime maximum of \$2500.
- (c) Semi-private Hospitalization Plan
- (d) Out of country Travel Coverage
- (e) Twenty-four (24) Month Vision Care Plan of five-hundred and twenty-five dollars (\$525) effective May 25, 2021, every twenty-four (24) months and may be applied to laser surgery and the Five (5) Year Hearing Aid Plan to a maximum of one thousand (\$1000.00) dollars for Registered Nurses and four hundred (\$400) dollars for dependents.
- (f) Effective May 25, 2021, the Employer will pay the cost of one (1) optometric eye examination every twenty-four (24) months to a maximum of one-hundred and ten (\$110.00) dollars.

- (g) 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.)
- (h) Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Workers (MSW) for a total of \$600 annually, no per visit maximum.

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 Registered Nurses and a percentage of cost on a pro rata basis for part-time Registered Nurses up to their 65<sup>th</sup> birthday.

Casual Registered Nurses shall be paid four percent (4%) of their hourly wages as pay in lieu of these group insurance benefits under 17.3 or 17.4 unless the casual Registered Nurse is a retiree of the Employer and is currently receiving group insurance Benefits through the Employer.

#### 17.4 Group Insurance Benefits for Registered Nurses working past their 65<sup>th</sup> birthday:

For eligible Registered Nurses who continue to work after their 65<sup>th</sup> birthday, the Employer will contribute 100% of the premiums, or a pro rata basis for part-time Registered Nurses, for the following Benefit Plans until the Registered Nurses reach age 70:

- (a) Group insurance Extended Health Care Benefits Plan with paramedical services and Vision Care Plan of five-hundred and twenty-five (\$525) every twenty-four (24) months and the Vision care benefit may be applied to laser surgery. At age 65 claims for drugs and other items covered by the Ontario Drug Plan (ODP) shall be made to the ODB as first payer.
- (b) Group insurance Dental Plan No.9 and Riders 2 and 4, or equivalent coverage, with Ontario Dental Association Fee Schedule for the current less one year.
- (c) Group Life Insurance coverage of two (2) times salary to the maximum of one-hundred and thirty thousand dollars (\$130,000).

#### 17.5 Long Term Disability Plan

The Employer agrees to provide payroll deduction to Registered Nurses participating in the Long Term Disability Plan selected by and wholly paid for by the Registered Nurses. The Employer undertakes to administer the Plan and the Registered Nurses agree to save harmless the Employer for any and all liability arising from such administration.

### **ARTICLE 18 - MISCELLANEOUS**

- 18.1 The Employer may require an Registered Nurse 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 Registered Nurse 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 under OMERS occurs when a Registered Nurse reaches their sixty-fifth (65th) birthday but shall not be mandatory. A Registered Nurse approaching their sixty-fifth birthday will advise the Employer of their intentions to continue working or to retire.
- 18.3 Meal Allowance - when any Registered Nurse has an evening assignment onsite or in the community scheduled which required a work-day of ten (10) continuous hours or more, the Registered Nurse shall be paid a meal allowance for one individual meal of up to fourteen dollars (\$14.00) as receipted.
- 18.4 If an electronic device, such as a cell phone, is required for business use, it will be provided to the Registered Nurse at the Employer's cost, and all reasonable work related costs will be paid by the Employer. All use of electronic devices provided by the Employer will comply with Employer policy.
- 18.5 Employee and Family Assistance Plan
- The Employer will pay the basic program costs for an Employee and Family Assistance Program (EFAP) providing confidential counselling services to Registered Nurses in need. The Union will designate two (2) members to sit on the EFAP Committee, which will also include representatives of other Registered Nurse groups. The Committee will promote the EFAP program, assess its effectiveness, and report annually to the Director, Corporate Services and/or designate.
- 18.6 A Registered Nurse shall be entitled to leave of absence without loss of earnings from their regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Registered 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 Registered Nurse, subject to the following terms and conditions:
- (a) The Plan is available to Registered 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 Registered Nurse must make written application to the applicable Director and Director, Corporate Services and/or designate 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 Registered 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 Registered Nurse and the Employer.

- (d) Written applications will be reviewed by the applicable Director and Director, Corporate Services and/or designate. 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 Director, Corporate Services and/or designate 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 Registered Nurse's gross annual earnings will be deducted and held for the Registered Nurse and will not be accessible to the Registered 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 Registered 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 Registered 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 Registered 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 5.5 (a). 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 Registered Nurse shall become responsible for the full payment of premiums for any group insurance benefits in which the Registered Nurse is participating.
- (i) A Registered Nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given the Director, Corporate Services and/or designate. Deferred salary, plus accrued interest, will be returned to the Registered Nurse, within a reasonable period of time.
- (j) If the Registered Nurse terminates employment, the deferred salary held by the Employer plus accrued interest, will be returned to the Registered Nurse within a reasonable period of time. In case of the Registered Nurse's death, the funds will be paid to the Registered Nurse's estate.
- (k) The Health Unit will endeavour to find a temporary replacement for the Registered 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 Registered Nurse as much notice as is reasonably possible. The Registered 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 them within a reasonable period of time.
- (l) The Registered Nurse shall give ninety (90) days' notice of intent to return.

- (m) The Registered Nurse will be reinstated to the Registered Nurse's former position unless the position has been discontinued, in which case the Registered Nurse shall be given a comparable job. The Registered 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 Registered Nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the Registered Nurse's pay. Such agreement will include:
  - i) A statement that the Registered 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 Registered 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, 2021 and ending the thirty-first (31st) day of March, 2025.
- 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 three (3) full pay periods following May 25, 2021.

The Employer will contact former Registered Nurses at their last known address on record with the Employer, with a copy to the Union, within sixty (60) days of May 25, 2021 to advise them of their entitlement to retroactivity.

All provisions other than the general wage increase will take effect on May 25, 2021, the date of ratification by both parties. Any changes to the group insurance benefits will take effect within sixty (60) days of May 25, 2021, unless otherwise specified.

Dated at London, Ontario, this 7th day of June, 2021

FOR THE MIDDLESEX LONDON  
BOARD OF HEALTH

*EWilliams*

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*Cynthia Bo*

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*M. McCormick*

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*Isabel Resendes*

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FOR THE UNION

*Saride*

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Labour Relations Officer

*John*

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*Heane Powell*

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*MK*

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**APPENDIX "A"****SALARY SCHEDULE – TO BE UPDATED**April 1, 2021

	Registered Nurse	Public Health Registered Nurse	Community Health Nursing Specialist	Nurse Practitioner
Step 1	34.17	36.29	37.44	47.17
Step 2	36.87	39.11	40.33	50.85
Step 3	39.56	41.94	43.22	54.52
Step 4	42.26	44.77	46.11	58.19
Step 5	44.96	47.59	49.00	61.87
Step 6				
Long Service Experience	45.86	48.54	49.97	63.10

April 1, 2022

	Registered Nurse	Public Health Registered Nurse	Community Health Nursing Specialist	Nurse Practitioner
Step 1	34.77	36.92	38.10	48.00
Step 2	37.51	39.80	41.04	51.74
Step 3	40.26	42.67	43.98	55.48
Step 4	43.00	45.55	46.92	59.21
Step 5	45.75	48.42	49.86	62.95
Step 6				
Long Service Experience	46.66	49.39	50.84	64.21

April 1, 2023

	Registered Nurse	Public Health Registered Nurse	Community Health Nursing Specialist	Nurse Practitioner
Step 1	35.46	37.67	38.86	48.96
Step 2	38.26	40.59	41.86	52.77
Step 3	41.06	43.53	44.86	56.58
Step 4	43.86	46.46	47.86	60.40
Step 5	46.66	49.39	50.86	64.21
Step 6				
Long Service Experience	47.59	50.38	51.86	65.49

Long Service Experience = 15 years seniority with MLHU in addition to registration as an RN of twenty (20) years.

April 1, 2024

	Registered Nurse	Public Health Registered Nurse	Community Health Nursing Specialist	Nurse Practitioner
Step 1	36.17	38.41	39.64	49.94
Step 2	39.03	41.41	42.70	53.83
Step 3	41.88	44.40	45.76	57.72
Step 4	44.74	47.39	48.82	61.61
Step 5	47.59	50.38	51.88	65.49
Step 6				
Long Service Experience	48.54	51.39	52.90	66.80

Long Service Experience = 15 years seniority with MLHU in addition to registration as an RN of twenty (20) years.

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



## LETTER OF UNDERSTANDING

Between:

### BOARD OF HEALTH MIDDLESEX-LONDON HEALTH UNIT

And:  
one

### ONTARIO NURSES' ASSOCIATION

Re: Healthy Babies Healthy Children (HBHC) Screening Program at London Health Sciences Centre (LHSC)

#### PREAMBLE:

Whereas the HBHC Screening Program has an objective of providing screening to 100% of postpartum women in hospital.

And Whereas the Middlesex-London Health Unit (MLHU) provides this screening at London Health Sciences Centre (LHSC) on weekdays, weekends and statutory holidays.

Now, therefore, the parties agree that all the provisions of the collective agreement between the Board of Health – Middlesex-London Health Unit and the Ontario Nurses' Association will apply to part-time public health Registered Nurses appointed to provide these Program services at LHSC, save and except as modified by this Letter of Understanding,

#### **PART A: Two Part-time Public Health Registered Nurse positions**

- (a) In order to provide sufficient coverage, the MLHU shall have two part-time public health Registered Nurse positions whose sole assignment is to provide HBHC screening services at LHSC. These positions shall be posted in accordance with Article 5.4 of the collective agreement;
- (b) The part-time public health Registered Nurses appointed to these positions will normally work a predetermined work schedule of a minimum of twenty-one (21) hours per week on weekdays, weekends and statutory holidays between the hours of 7:30 a.m. and 5:00 p.m. as scheduled by the manager and/or their designate. It is agreed that this schedule will require regular review and may require revision based on program requirements.
- (c) The part-time Registered Nurses appointed to these positions are expected to provide relief coverage for each other during vacation and other planned absences. This will result in extra hours beyond the regular twenty-one hours per week, for which they shall accumulate service, seniority and additional benefits as per the Letter of Understanding for Part-time Registered Nurses and Job Sharers working additional hours. The changes to the regular schedule for requesting the additional coverage hours shall be assigned no later than 4 weeks in advance, unless a shorter notice period is agreed to by the Registered Nurse providing coverage. For unplanned absences (e.g. sick time) the other part-time Registered Nurse will be called-in to provide coverage, and if available for work will be compensated as per article 4.1 (h).
- (d) Part-time Registered Nurses are entitled to participate in the Ontario Municipal Registered Nurses' Retirement System (OMERS) pension plan after two years of

employment, if they work a minimum number of hours in each of two consecutive calendar years.

- (e) The part-time Registered Nurses appointed to provide these services will have WSIB coverage through MLHU if injured in the course of this employment.
- (f) Any disciplinary action that is required for issues relating to this assignment would be handled in accordance with the MLHU Policies and Collective Agreement.

Dated at London, Ontario, this 7th day of June, 2021

FOR THE MIDDLESEX LONDON  
BOARD OF HEALTH

*E Williams*

*Cynthia Bos*

*m. mccormick*

*Isabel Resendes*

FOR THE UNION

*Sarides*

Labour Relations Officer

*Joshua*

*Leanne Powell*

*MK*

## LETTER OF UNDERSTANDING

Between:

### BOARD OF HEALTH MIDDLESEX-LONDON HEALTH UNIT

And:  
one

### ONTARIO NURSES' ASSOCIATION

#### Re: Job Sharing

To recognize that some Registered 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 Registered 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 Registered Nurses involved in this project are entitled to all provisions of the Collective Agreement as provided for a regular part-time Registered Nurse, except as herein amended.

Registered 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) Registered 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 Registered 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 Registered Nurse wishing to job share their position may do so if approved by the applicable Director. Upon such approval, the job share arrangement (the other half of the Registered 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.
  - i) If the incumbent leaves the job share arrangement, the position will revert back to full-time and will be posted in accordance with the Collective Agreement. If the job share partner is not the successful candidate to the full-time posting, they will revert to their previous status and role, if it still exists. If their previous role no longer exists and they have seniority rights, they may displace the least senior Registered Nurse of equal status, given they are qualified to do the work which is available.
  - ii) If the job share partner leaves the job share arrangement, the incumbent can choose to have the position reverted back to full-time or request to post the job share position in accordance with the Collective Agreement. If there is no successful applicant to the posting, the shared position must revert to a full-time position and offered to the incumbent.
  - iii) If the incumbent leaves the position temporarily, the job share position will be posted as a temporary assignment. If there is no successful applicant to the posting, the position will revert to temporary full-time and the job share partner will be offered the temporary 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 Registered Nurse involved in the job sharing program will work one half ( $\frac{1}{2}$ ) the hours of a regular full-time Registered 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 Registered Nurses themselves and the applicable Director.

### **Salaries and Professional Classifications**

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

Each Registered Nurse in the program will advance to the next incremental level after 1500 hours paid from the time of their 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 Registered Nurse.

Dated at London, Ontario, this 7th day of June, 2021

FOR THE MIDDLESEX LONDON  
BOARD OF HEALTH

EWilliams

Cynthia Boer

m.mccormick

Isabel Resendes

FOR THE UNION

Sarides

Labour Relations Officer

Gash

Leanne Farrell

MK

## LETTER OF UNDERSTANDING

Between:

### BOARD OF HEALTH MIDDLESEX-LONDON HEALTH UNIT

And:

### ONTARIO NURSES' ASSOCIATION

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

Whereas it is recognized that the collective agreement does not speak to the rights of part-time Registered Nurses 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 Registered Nurses as follows:

1. Hours worked by part-time Registered 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 Registered Nurse or job sharer must obtain advance approval from the Director/Manager if the Registered Nurse agrees to work additional hours that would result in the Registered 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 Registered Nurse or job sharer shall also be paid vacation pay at the Registered 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 Registered 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 Registered 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 Registered 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 Registered Nurse has to work additional hours equivalent to at least one month at part-time hours before earning additional paid sick time.) Additional hours worked refers to hours paid at the regular rate of pay, ie. including on call hours paid at the regular rate.

Letter of Understanding  
Additional hours  
Page two

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 Registered 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, i.e. Including on call hours paid at the 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 7th day of June, 2021

FOR THE MIDDLESEX LONDON  
BOARD OF HEALTH

*E. Williams*

*Cynthia Bo*

*m. mccormick*

*Isabel Resendes*

FOR THE UNION

*Sarides*  
Labour Relations Officer

*John*

*Leanne Porel*

*MK*

**LETTER OF UNDERSTANDING**

Between:

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

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Closing of the Employer's Offices During the Period between December 25<sup>th</sup> and January 1<sup>st</sup>

**Without prejudice or precedent**

The parties agree to closing the Employer's offices between December 25<sup>th</sup> and January 1<sup>st</sup> in each of the years of this agreement. Both parties recognize this initiative will require certain roles to remain either on-call or actively at work in order to provide essential services. In the event that a public health emergency is declared the office may remain open and Registered Nurses may be called back to work. The Employer will share the specific team requirements with the Union prior to the annual closure period.

The office will remain open from 8:30 a.m. – 12:00 p.m. on the last business day preceding Christmas Day.

The "float day holiday" will replace the business day following Boxing Day. If the Registered Nurse is required to be actively at work on this day they will be compensated accordingly with designated holiday pay. All non-essential Registered Nurses will be placed on vacation and will use their annual vacation allotment for the business days that fall between the day after Boxing Day and New Year's Day, except for the half of the day preceding New Year's Day, which will continue to be a paid holiday, as previously negotiated. Therefore, the vacation time in the time and attendance system will be deducted by the required vacation days. If an Registered Nurse is electing to take the days unpaid, they will need to identify this by April 1 of the respective year.

Registered Nurses will have the option to take the time as vacation or unpaid time as the float is already designated.

For greater clarity:

**In 2021**

December 24 - half (0.5) work day.

December 29, 30 and 31 - half (0.5) work day - office closed. Time off would equate to 2.5 vacation days (1 float day and 1.5 vacation or unpaid days.)

January 4 - office open for regular business hours



In 2022

December 23 - half (0.5) work day.

December 28, 29 and 30 - half (0.5) work day - office closed. Time off would equate to 2.5 vacation days (1 float day and 1.5 vacation or unpaid days.)

January 3 - office open for regular business hours

In 2023

December 24 - half (0.5) work day.

December 27, 28 and 29 - half (0.5) work day - office closed. Time off would equate to 2.5 vacation days (1 float day and 1.5 vacation or unpaid days.)

January 2 - office open for regular business hours

In 2024

December 24 - half (0.5) work day.

December 27, 30 and 31 - half (0.5) work day - office closed. Time off would equate to 2.5 vacation days (1 float day and 1.5 vacation or unpaid days.)

January 2 - office open for regular business hours

This letter of understanding will impact Article 7.2 with respect to the float day entitlement and also impacts Article 8 – the utilization of the Vacation accrued as outlined above.

The parties will also have the ability to meet and adjust accordingly in the event issues arise within the term of this letter of understanding.

Dated at London, Ontario, this 7th day of June, 2021

FOR THE MIDDLESEX LONDON  
BOARD OF HEALTH

*E Williams*

*Cynthia Bo*

*m. mclennan*

*Isabel Resendes*

FOR THE UNION

*Sarides*

Labour Relations Officer

*John*

*Leanne Puzel*

*MK*

## LETTER OF UNDERSTANDING

Between:

BOARD OF HEALTH MIDDLESEX-LONDON  
HEALTH UNIT

And:

ONTARIO NURSES' ASSOCIATION

Re: Professional Responsibility

The Parties agree to follow the process as established by the Joint Union Management Committee to address workload concerns.

Dated at London, Ontario, this 7th day of June, 2021

FOR THE MIDDLESEX LONDON  
BOARD OF HEALTHE WilliamsCynthia BarM. McCormickIsabel Resendes

FOR THE UNION

Sarides  
Labour Relations OfficerJohnHeanne PuxelMK