

COLLECTIVE AGREEMENT

Between:

BOARD OF HEALTH MIDDLESEX-LONDON HEALTH UNIT

And:

ONTARIO NURSES' ASSOCIATION

Expiry date: March 31, 2021

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE 1 - PURPOSE AND RECOGNITION	1
ARTICLE 2 - MANAGEMENT RESPONSIBILITY.....	2
ARTICLE 3 - REPRESENTATION AND UNION SECURITY	2
ARTICLE 4 - POSITIONS, HOURS OF WORK AND OVERTIME	4
ARTICLE 5 – SENIORITY	6
ARTICLE 6 - SALARIES AND PROFESSIONAL CLASSIFICATIONS	9
ARTICLE 7 – HOLIDAYS.....	10
ARTICLE 8 – VACATIONS.....	11
ARTICLE 9 - ILLNESS ALLOWANCE.....	12
ARTICLE 10 – MILEAGE ALLOWANCE.....	13
ARTICLE 11 - GRIEVANCE PROCEDURE	13
ARTICLE 12 - LEAVE OF ABSENCE	16
ARTICLE 13 – BEREAVEMENT	17
ARTICLE 14 - PARENTAL/PREGNANCY LEAVE.....	18
ARTICLE 15 - EDUCATIONAL LEAVE	19
ARTICLE 16 - JURY DUTY	20
ARTICLE 17 - BENEFIT PLANS	20
ARTICLE 18 - MISCELLANEOUS.....	22
ARTICLE 19 - PRE-PAID LEAVE PLAN	23
ARTICLE 20 - DURATION OF AGREEMENT	25
APPENDIX "A"	26
SALARY SCHEDULE	26
LETTER OF UNDERSTANDING	
Re: Healthy Babies Healthy Children (HBHC) and Infant Hearing (IH) Screening Program at London Health Sciences Centre (LHSC).....	28
LETTER OF UNDERSTANDING	
Re: Job Sharing	29
LETTER OF UNDERSTANDING	
Re: Part-time Nurses and Job Sharers working additional hours	33
LETTER OF UNDERSTANDING	
Re: Closing of the Employer’s Offices During the Period between December 25 th and January 1 st	35
LETTER OF UNDERSTANDING	
Re: New Job Classification Nurse Practitioner	37
LETTER OF UNDERSTANDING	
Re: Professional Responsibility	39
LETTER OF UNDERSTANDING	
Re: Supplementary Employment Benefits (SEB)	40

THIS COLLECTIVE AGREEMENT

Between:

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

And:

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

The parties hereto agree as follows:

ARTICLE 1 - PURPOSE AND RECOGNITION

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

ARTICLE 2 - MANAGEMENT RESPONSIBILITY

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

ARTICLE 3 - REPRESENTATION AND UNION SECURITY

- 3.1 The Employer will recognize a committee of three (3) Bargaining Unit members for the purpose of negotiating the renewals of the Collective Agreement. The Labour Relations Officer of the Ontario Nurses' Association will also be a member of this committee.
- 3.2 The Employer will pay such employee representatives at their respective salaries for all regular time lost in investigating or processing grievances and in negotiating renewals of this Agreement and while attending meetings with the Employer, provided that these representatives do not leave their regular duties without the consent from the Medical Officer of Health or 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 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 nurse in a month, who is covered by this Agreement, a sum equal to regular monthly Union dues of each such nurse. The Union shall notify the Employer in writing of the amount of such dues from time to time.
- 3.5 The Employer will send to the Union once each month its cheque for the dues deducted under this clause, together with a list of the names and social insurance

numbers of nurses from whom deductions were made and the amount of the deductions. The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

3.6 The Health Unit and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.

3.7 There will be a Joint Union-Management Committee that shall meet at least 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/employee communications and to address quality work environment issues. The committee will not discuss grievances.

3.8 The Employer and the Union acknowledge the importance of providing employees an opportunity to participate in and contribute to the process of quality assurance in nursing practice and excellence in practice by identifying and responding to professional nursing issues.

(a) A Professional Practice Council shall be formed to meet these objectives and this Council shall be comprised of:

- at least four (4) staff nurse representatives selected by peers from several Divisions.
- at least three (3) managers who are 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.

3.09 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 employees. The parties fully endorse their responsibilities under the Occupational Health and Safety Act and any other applicable legislation.

3.10 Early and Safe Return to Work

The Employer and the Union recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating 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 nurses, as defined by current legislation and the Employer's policies.

ARTICLE 4 - POSITIONS, HOURS OF WORK AND OVERTIME

- 4.1 (a) Full-time Nurse - is a nurse who normally works a flexible thirty-five (35) hour week, Monday through Saturday.
- (b) Part-time Nurse - is a nurse who normally works a predetermined work schedule of seventeen (17) hours per week or more.
- i) If an employee works additional hours outside of their part time or Job Share assignment they shall accumulate service and seniority, and benefits for all hours worked as per the Letter of Understanding attached under Appendix B of this Collective Agreement.
- (c) A Casual Public Health Nurse is hired for a program team or Division and works on an intermittent, occasional basis. Casual nurse work includes such activities as short one time projects and backfill coverage. Casual 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 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 public health nurses may pick up additional hours in another Division as they become available. Casual nurse positions are permanent and thus considered internal candidates for the purposes of postings of full-time and part-time permanent positions if the individual casual public health nurse possesses the performance, abilities and qualifications for the posted positions. Upon pre-approval by the manager, casual 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 Nurse is a nurse hired for a period not to exceed twelve (12) 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 Public Health Nurse is a nurse who is hired to replace longer term leaves of permanent staff e.g. maternity/parental leaves, educational leaves, long term illness, etc. after permanent 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 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 employee of MLHU within a six (6) month period from end date of last hire the seniority they gained as a temporary nurse will be added to their seniority.

Temporary nurses are considered external candidates for the purposes of job posting. Those temporary 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 for the purpose of postings of full-time and part-time positions within their program team or Division.

Notwithstanding any other term or provision of this Agreement, the employment of a temporary nurse shall automatically terminate at the end of the specified period and such release shall not be the subject of a grievance or arbitration. Temporary nurses are paid the wage rates in Appendix "A" Salary Schedule and covered by the applicable articles as noted in the Collective Agreement.

- (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. The decision re payment in time or money is at the discretion of the Employer, based on programming needs and nurse's caseload.

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

Except as outlined in the Letter of Understanding for HBHC PHNs working weekend and holiday screening shifts at LHSC, if the Employer requires any employee 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 Public Health 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: \$4.45 per hour for all on-call effective April 1, 2017, increasing to \$4.60 per hour effective April 1, 2018, and increasing to \$4.75 per hour effective April 1, 2019.

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

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

4.3 Shift Cancellation

If any nurse is cancelled with less than twenty-four (24) hours' notice of the commencement of their assigned duties 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 employee's work voice mail.

ARTICLE 5 – SENIORITY

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

the Employment Standards Act. A copy of the notice to the affected employees will be sent to the President of the Bargaining Unit and to the Labour Relations Officer.

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

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

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

(b) A seniority list showing each nurse's name and professional category shall be posted by February 1st 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 employees for information purposes only. Seniority date for all nurses is calculated on the basis of straight time hours paid.

(c) A nurse's full seniority and service shall be retained by the nurse in the event that the nurse is transferred from full-time to part-time or casual hourly-rated and the nurse shall receive credit for their full seniority and service on the basis of fifteen hundred (1500) hours service. A nurse whose status is changed from casual hourly-rated to part-time or full-time, or part-time to full-time, as may be the case, shall receive credit for 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 nurse shall be considered a probationary nurse until the 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 Staff 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 staff members via a brief voicemail and/or e-mail referring to the posting. Bargaining Unit members have a minimum of five (5) working days after the position is posted to make written

application to the Human Resources. A vacancy may be posted internally and externally at the same time, with all internal candidates being considered before external applicants.

- (b) A position is considered a vacant position for the purpose of posting if it is a new position or if it has become vacant by reason of the resignation, promotion, retirement, education leave as described in the Letter of Intent, dismissal or death of the incumbent. A position does not become vacant for the purposes of posting because a nurse has been reassigned.
- (c) Positions do not become vacant for the purposes of posting when the incumbent is absent from work due to an approved leave of absence.
- (d) Temporary nurses newly hired to replace 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 nurse shall be credited with seniority from the date of hire subject to successfully completing their probationary period.
- (e) The Employer will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- (f) Notice of all leave of absence replacement or other temporary opportunities of six (6) months or greater shall be given to all nurses. Contracts of less than six (6) months will not be extended. If a full-time or part-time nurse is awarded such an opportunity, the work assignment of the full-time or part-time nurse may be filled with a casual nurse without further posting or notice.

5.5

- (a) Seniority shall be retained and accumulated when a 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 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 nurse's illness or injury is compensable by Workers' Compensation.
 - when a nurse is laid off due to a reduction in the nursing staff, seniority shall be retained for a period of one (1) year.
- (c) Seniority shall be lost and the nurse shall cease to be employed when a nurse is absent from work under the following circumstances:
 - resignation or retirement

- discharged for just cause and is not reinstated
- absent from work for more than three (3) consecutive working days without notifying the Employer except in cases of emergency.
- subject to the Ontario Human Rights Code, when a 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 nurse by the Employer by registered mail to the last address of the 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 Nurse no later than twenty-four (24) months following the receipt of such letter, suspension or other sanction, provided the 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 nurse will be advanced from their present level to the next level set out in the Salary Schedule, twelve (12) months after s/he was last advanced on their service review date. A part-time or casual 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 nurses will be paid in accordance with Appendix "A" Salary Schedule. Salary step will be determined when negotiating each new contract.
- 6.4 A full-time nurse who transfers to part-time or vice versa will assume their same level on the salary grid. A nurse who transfers to a casual position will be paid an hourly rate comparable to the rate the nurse was paid as a full-time or part-time nurse. Credit for hours worked since the nurse's last advancement on the grid will be applied on a pro rata basis, i.e. 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 Effective September 21, 2017, 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 nurse who retires early to an OMERS pension and who is later rehired as a casual nurse, will be paid an hourly rate on the salary grid at the level at which the nurse was previously paid. Nurses rehired prior to April 1, 2012 will have their previous service at MLHU considered to be eligible to move to step 6.
- 6.7 An employee may be seconded to a non-bargaining unit position for a temporary period not to exceed thirteen (13) months. The Employee shall be paid at a rate of pay equivalent to the starting salary of the position to which the employee has been seconded, or one hundred and seven (107%) percent of the employees previous rate of pay, whichever is the higher rate provided that this does not exceed the maximum pay rate for the position to which the nurse is seconded. All benefits and rights under this collective agreement will apply during this temporary assignment.
- During the secondment, the nurse shall be treated for the purposes of seniority, payment of union dues, salary advancement, group insurance benefits, illness allowance, holidays and vacation, as if the nurse had not left the bargaining unit.
- If the position to which the nurse is seconded is a non-union (management) position, the nurse will not be eligible for overtime during the secondment, but will receive additional vacation and paid time off, on a pro-rated basis, in accordance with the vacation policy for non-union staff.

ARTICLE 7 – HOLIDAYS

- 7.1 The following shall be recognized as holidays to be paid for at regular salaries:
- | | |
|---|------------------|
| New Year's Day | Civic Holiday |
| Family Day (3 rd 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 nurse and the applicable Director/designate.

- 7.3 Part-time nurses shall be entitled to similar holidays on a pro rata basis. Casual and temporary nurses who meet the requirements under the Employment Standards Act shall be paid for the above mentioned holidays.
- 7.4 In the event that a nurse is scheduled to work on any such holiday and works on the holiday, the nurse shall be paid at the rate of double time for all hours worked in addition to the payment as per 7.1.
- 7.5 When any of the above holidays occurs during a nurse's annual vacation, another day of vacation shall be scheduled at a mutually agreeable time.

ARTICLE 8 – VACATIONS

- 8.1 Each full-time nurse shall be entitled to earn vacation at the rate of 1.67 days per paid month of employment up to a maximum of twenty (20) days per year. No nurse shall take more than four (4) weeks' vacation entitlement without the approval of the applicable Director. After ten (10) years 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 nurse shall be entitled to vacation with pay on a pro rata basis to that of a full-time nurse based on seniority. For example, a full-time nurse under Article 8.1 with 10 years of seniority receives 25 days vacation with pay; therefore, a part-time 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 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 nurse's employment is terminated for any reason, or in the event of a nurse's death, the nurse, (or the nurse's estate) shall be entitled to a terminal vacation allowance covering vacation earned but not taken. If the nurse has taken more vacation with pay than 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 Nurses shall be entitled to their vacation with pay at anytime during the year subject to the consideration of program requirements and with the approval of the applicable Director. Such approval shall not be unreasonably withheld. Vacation requests for the period of May 1 to December 31 are to be submitted by April 1 and will be considered in accordance with the posted vacation schedule and on a first come, first served basis.
- 8.6 Casual nurses shall receive four percent (4%) of their gross earnings as vacation pay, which shall be paid to them on each pay. After ten (10) years of continuous

employment as a casual nurse, this percentage shall be six percent (6%) and after twenty (20) years of continuous employment as a casual nurse this percentage shall be eight percent (8%). Casual nurses will schedule at least two (2) weeks unpaid vacation time each year, pro-rated for any part year thereof.

- 8.7
- (a) Where an employee's scheduled vacation is delayed due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
 - (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
 - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits once a sick leave certificate is provided to Human Resources.
 - (d) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 13.
 - (e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 9 - ILLNESS ALLOWANCE

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

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

When a 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 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 nurse will receive one-half (1/2) accumulated illness allowance, which payment shall not exceed the equivalent of ninety (90) days' salary.
 - (b) Employees hired after January 1, 1982 will not be eligible for benefits described in 9.2 (a).
- 9.3 When an employee 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 employee, make up the difference between such

compensation and the employee's regular pay to the extent of the maximum of the employee's accumulated sick leave with pay credits. The amount of such make up shall be deducted from such accumulated credits.

- 9.4 Employees will be allowed to use up to a maximum of ten (10) of their sick leave credits per calendar year for the purposes of personal or family preventative health care or for tending to family illness.
- 9.5 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the cost of obtaining the certificate to a maximum of twenty five dollars (\$25.00). (A Receipt is required and medical certificates will be routinely verified.) If the Employer requires the employee to complete any Functional Abilities Examination and / or Independent Medical Examination, the Employer shall pay the full cost.

ARTICLE 10 – MILEAGE ALLOWANCE

- 10.1 Each 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-one cents (\$0.51) for the first 5000 km per calendar year, and forty-five cents (\$0.45) per kilometer thereafter. Subsequent rate changes will take effect on January 1 of each year.

Employees will submit mileage on a monthly basis in accordance with the policies and or guidelines provided by the Employer.

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

- 10.2 Each nurse covered by this Agreement who is required to operate their automobile in the course of their employment shall carry Public Liability and Property Damage Insurance to a minimum of one million dollars (\$1,000,000). 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. Staff 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 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 employees shall be adjusted as quickly as possible. It is understood that the 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.

STEP NO. 1 - The nurse with the assistance of a Union representative may submit a signed, written grievance to the applicable Director and the Director, Corporate Services and/or designate. The 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 Director, Corporate Services and/or designate. The Director, Corporate Services 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.

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

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

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

11.4 (a) It is understood that the Employer may bring forward, at any meeting held with the Union Committee, any complaint with respect to the conduct of the Union, its officers or committee members or a member which may affect the Employer and that, if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and reduced to writing, and the written grievance sent to the Bargaining Unit President or

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 employee 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 employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee 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 employee shall not be subject to the grievance procedure unless the probationary employee is released for exercising a right under this Agreement.
- 11.8 A complaint by an employee 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 employee; or
 - (b) reinstating the employee 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 employee(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 nurse. Granting of such leave shall not be unreasonably withheld.
- 12.3 (a) Leave of absence without pay shall be granted to employees to attend Union functions, conventions, seminars and educational classes for an aggregate total of fifty (50) working days in any one (1) calendar year.

- (b) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, shall be granted upon request such leave(s) of absence as may be required to fulfill the duties of the position. The Employer agrees to maintain salary and applicable benefits over this period of time and the Union agrees to repay the Employer for the full cost of such salary and applicable benefits. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leave of absence. Leave of absence for board members of the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.
- (c) A nurse who is elected to the office of the President of the Ontario Nurses' Association shall be granted, upon request, a leave of absence without loss of seniority and benefits up to three (3) consecutive two (2) year terms. During such leave of absence, salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contribution to benefits. The nurse will notify the Employer of their intended date of return to their employment at the outset of the leave.
- (d) A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association, or elected to a position of Local Co-ordinator, shall be given, upon request, such leave(s) of absence as 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 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 employee's spouse as well.
- (f) Spouse, for the purpose of this section, shall include the legally married spouse of the employee, or a person of either sex cohabiting with the employee who is publicly represented as the employee's spouse.

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

A staff member 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 employee 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 nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- (c) The nurse has the right to extend the parental/pregnancy leave to twelve (12) months in total. Written notice by the nurse to extend the leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave.
- (d) A nurse shall be granted seventeen (17) weeks of unpaid parental leave for each parent who has worked for the same employer for thirteen (13) weeks. Natural mothers may take parental leave at the end of the pregnancy leave.

All other parents may take this leave within thirty-five (35) weeks of the child being born or coming into care.

- (e) A nurse shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- (f) A nurse shall continue to accumulate service and seniority rights on the following benefits:
 - Pension
 - Life insurance
 - Accidental death

- Extended health care and dental throughout pregnancy and parental leave at the Employer's cost
- (g) 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 nurse shall be reinstated to the assignment the employee 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 (SUB) plan. An employee who qualifies for pregnancy or parental leave, as set out above, will be eligible to receive SUB benefits during the leave if they have satisfactorily completed the probation period, and has applied for and is in receipt of Employment Insurance Benefits. The SUB benefits for which an employee may be eligible include:

- i) Seventy-five percent (75%) of the employee's normal basic earnings for the first two (2) weeks of the pregnancy or parental leave corresponding to the waiting period for EI benefits, and
- ii) A top-up to a maximum of seventy-five percent (75%) of the normal weekly basic earnings, for a maximum of fifteen (15) weeks of pregnancy or parental leave. The top-up will be the difference between seventy-five percent (75%) of the normal weekly basic earnings and the weekly EI benefits and all other earnings.

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

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

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

ARTICLE 15 - EDUCATIONAL LEAVE

- 15.1 (a) As it is recognized that substantial contribution can be made to the total public health program through dissemination of information obtained during educational leave and short courses, each nurse should be given the

opportunity to participate in such courses as selected by the applicable Director and as service needs permit. Information concerning such courses and/or workshops pertaining to any aspect of community nursing shall be posted as far as possible in advance, so that nurses may make application for leave.

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

If the staff member 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 nurse's final payment from the MLHU.

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

ARTICLE 16 - JURY DUTY

- 16.1 If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties at the Health Unit, the nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty, and may re-schedule any pre-approved vacation provided that the nurse:
- (a) notifies the applicable Director and Director, Corporate Services and/or designate immediately upon the nurse's notification that the nurse will be required to attend court;
 - (b) presents proof of service requiring the nurse's attendance;
 - (c) deposits with the Health Unit the full amount of compensation received excluding mileage, travelling and meal allowances, and an official receipt where available.

ARTICLE 17 - BENEFIT PLANS

- 17.1 (a) OMERS Pension Plan shall apply to all full-time nurses covered by this Agreement. Part-time 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 employees 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 employee 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 employees 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 employee 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 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.
- (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.
- (c) Semi-private Hospitalization Plan
- (d) Out of country Travel Coverage
- (e) Twenty-four (24) Month Vision Care Plan of four hundred and fifty dollars (\$450) effective September 21, 2017, increasing as of January 1, 2019 to four hundred and seventy-five dollars (\$475) 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 employees and four hundred (\$400) dollars for dependents.
- (f) Effective September 21, 2017 the Employer will pay the cost of one (1) optometric eye examination every twenty-four (24) months to a maximum of one hundred (\$100.00) 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.)

The Employer shall pay one hundred percent (100%) of the cost of the premiums for the group insurance plans in this section for all full-time nurses and a percentage of cost on a pro rata basis for part-time nurses up to their 65th birthday.

Casual 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 employee is a retiree of the Employer and is currently receiving group insurance Benefits through the Employer.

17.4 Group Insurance Benefits for employees working past their 65th birthday:

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

- (a) Group insurance Extended Health Care Benefits Plan with paramedical services and Vision Care Plan of four hundred and fifty dollars (\$450) effective September 21, 2017, increasing as of January 1, 2019 to four hundred and seventy-five dollars (\$475) 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 \$25,000.

17.5 Long Term Disability Plan

The Employer agrees to provide payroll deduction to nurses participating in the Long Term Disability Plan selected by and wholly paid for by the employees. The Employer undertakes to administer the Plan and the employees 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 employee to furnish during the probationary period or any time thereafter, medical evidence of their fitness to carry on the duties for which they are being paid. The employee shall have the choice of Physician. The Employer shall have the choice of a Specialist Medical Consultant for whose certificate the Employer shall pay all fees.
- 18.2 Normal retirement under OMERS occurs when a nurse reaches their sixty-fifth (65th) birthday but shall not be mandatory. A 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 nurse has an evening assignment scheduled which required a work-day of ten (10) continuous hours or more, the nurse shall be paid a meal allowance 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 employee 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 employees in need. The Union will designate two (2) members to sit on the EFAP Committee, which will also include representatives of other employee 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 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 Nurses of Ontario.

ARTICLE 19 - PRE-PAID LEAVE PLAN

19.1 The Employer agrees to introduce a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The Plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the applicable Director and 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 nurses that may be absent at any one time shall be two (2). The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse and the Employer.
- (d) Written applications will be reviewed by the applicable Director and 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 nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to the nurse until the year of the leave or upon withdrawal from the Plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer. The nurse will be given a statement every year of the amount of the accrued interest.

- (g) All deferred salary, plus accrued interest, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave seniority will accumulate in accordance with Article 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 nurse shall become responsible for the full payment of premiums for any group insurance benefits in which the nurse is participating.
- (i) A nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given the Director, Corporate Services and/or designate. Deferred salary, plus accrued interest, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Health Unit will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Health Unit is unable to find a suitable replacement, it may postpone the leave. The Health Unit will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to them within a reasonable period of time.
- (l) The nurse shall give ninety (90) days' notice of intent to return.
- (m) The nurse will be reinstated to the nurse's former position unless the position has been discontinued, in which case the nurse shall be given a comparable job. The nurse will commit to return for at least one (1) year at the conclusion of the leave of absence period.
- (n) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 19 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

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

ARTICLE 20 - DURATION OF AGREEMENT

- 20.1 This Agreement shall be for the period commencing the first (1st) day of April, 2017 and ending the thirty-first (31st) day of March, 2021.
- 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 September 21, 2017.

The Employer will contact former employees at their last known address on record with the Employer, with a copy to the Union, within sixty (60) days of November 20, 2014 to advise them of their entitlement to retroactivity.

All provisions other than the general wage increase will take effect on September 21, 2017, the date of ratification by both parties. Any changes to the group insurance benefits will take effect within sixty (60) days of September 21, 2017 unless otherwise specified.

Dated at London, Ontario, this 27th day of February, 2018

FOR THE MIDDLESEX LONDON
BOARD OF HEALTH

FOR THE UNION

Laura Di Cesare

Philip Sarides
Labour Relations Officer

Lisa Clayton

Alyssa Penney

Suzanne Vandervoot

Bernadette Garrity

Mary-Lou Albanese

Tracey Ashby

APPENDIX "A"

SALARY SCHEDULE – TO BE UPDATEDApril 1, 2017

	Registered Nurse	Public Health Nurse	Community Health Nursing Specialist	Nurse Practitioner
Step 1	31.88	33.86	34.93	44.01
Step 2	34.39	36.49	37.63	47.44
Step 3	36.91	39.13	40.33	50.87
Step 4	39.43	41.76	43.02	54.29
Step 5	41.94	44.40	45.72	57.72
Step 6				
Long Service Experience	42.78	45.29	46.62	58.87

April 1, 2018

	Registered Nurse	Public Health Nurse	Community Health Nursing Specialist	Nurse Practitioner
Step 1	32.36	34.36	35.46	44.67
Step 2	34.91	37.04	38.19	48.15
Step 3	37.46	39.71	40.93	51.63
Step 4	40.02	42.39	43.67	55.11
Step 5	42.57	45.07	46.41	58.59
Step 6				
Long Service Experience	43.42	45.97	47.32	59.76

April 1, 2019

	Registered Nurse	Public Health Nurse	Community Health Nursing Specialist	Nurse Practitioner
Step 1	33.00	35.05	36.17	45.57
Step 2	35.61	37.78	38.96	49.11
Step 3	38.21	40.51	41.75	52.66
Step 4	40.82	43.24	44.54	56.21
Step 5	43.42	45.97	47.33	59.76
Step 6				
Long Service Experience	44.29	46.89	48.26	60.95

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.

April 1, 2020

	Registered Nurse	Public Health Nurse	Community Health Nursing Specialist	Nurse Practitioner
Step 1	33.66	35.75	36.89	46.48
Step 2	36.32	38.53	39.74	50.10
Step 3	38.98	41.32	42.58	53.72
Step 4	41.64	44.10	45.43	57.33
Step 5	44.29	46.89	48.28	60.95
Step 6				
Long Service Experience	45.18	47.82	49.23	62.17

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) and Infant Hearing (IH) Screening Program at
London Health Sciences Centre (LHSC)

PREAMBLE:

Whereas the HBHC and IH Screening Program have an objective of providing screening to 100% of postpartum women and infant hearing screening to 100% of newborns in hospital.

And Whereas the Middlesex-London Health Unit (MLHU) proposes to provide this screening at London Health Sciences Centre (LHSC) on Saturdays, Sundays and statutory holidays by creating two part-time public health nurse positions that will be dedicated to providing this service.

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 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 Nurse positions

- (a) In order to maintain competency, the MLHU shall create two part-time public health nurse positions whose sole assignment will be to provide HBHC/IH screening services on weekends and statutory holidays at LHSC. These positions shall be posted in accordance with Article 5.4 of the collective agreement;
- (b) The part-time public health nurses appointed to these positions will normally work a predetermined work schedule of a minimum of eight (8) hours during a two (2) week pay period, on Saturdays, Sundays, and statutory holidays between the hours of 8:00 a.m. and 5:00 p.m.
- (c) Due to MLHU's training investment in the part-time public health nurses appointed to these positions and to minimize disruption to the LHSC partners, it is understood that the public health nurses appointed to these positions must commit to perform the role for 6 months and therefore will not be eligible to apply for or secure alternate internal positions at MLHU per a period of 6 consecutive months from the date they first provide HBHC/IH screening services at LHSC.
- (d) In lieu of paid vacation time, the part-time public health nurses appointed to provide these services shall receive four percent (4%) of their gross earnings as vacation pay which shall be paid to them on each pay. After ten (10) years of seniority such amount shall be increased to six percent (6%), and after twenty (20) years of seniority such amount shall be increased to eight percent (8%).

- (e) The part-time public health nurses appointed to provide these services will not accumulate illness allowance under Article 9.1 of the collective agreement.
- (f) The part-time public health nurses appointed to provide these services will not be entitled to participate in MLHU's Group Benefit plan. In lieu of group insurance benefits and paid sick leave, the part-time public health nurses shall receive six percent (6%) of their hourly wages which shall be paid to them on each pay.
- (g) Part-time employees are entitled to participate in the Ontario Municipal Employees' 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.
- (h) The part-time public health nurses appointed to provide these services will have WSIB coverage through MLHU if injured in the course of this employment.
- (i) Any disciplinary action that is required for issues relating to this assignment would be handled in accordance with the MLHU Policies and Collective Agreement.

PART B: Weekend and Statutory Holiday Premium Eligibility

- (j) For any time worked on Saturday the public health nurse will be paid straight time plus three dollars (\$3.00) shift differential per hour.
- (k) For any time worked on Sunday the public health nurse will be paid time and one half their regular straight time hourly rate.
- (l) For any time worked on a statutory holiday, the public health nurse will be paid time and one half their regular straight time hourly, plus the statutory holiday pay calculated in accordance with the Employment Standards Act, if applicable.

Dated at London, Ontario, this 27th day of February, 2018

FOR THE MIDDLESEX LONDON
BOARD OF HEALTH

FOR THE UNION

Laura Di Cesare

Philip Sarides
Labour Relations Officer

Lisa Clayton

Alyssa Penney

Suzanne Vandervoot

Bernadette Garrity

Mary-Lou Albanese

Tracey Ashby

LETTER OF UNDERSTANDING

Between:

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

And:
one

ONTARIO NURSES' ASSOCIATION

Re: Job Sharing

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

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

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

Either the Union or the Employer may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuance shall not be unreasonable or arbitrary.

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

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

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

Implementation

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

Letter of Understanding
Job Sharing
Page two

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

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

Hours of Work

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

Salaries and Professional Classifications

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

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

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

Letter of Understanding
Job Sharing
Page three

Dated at London, Ontario, this 27th day of February, 2018

FOR THE MIDDLESEX LONDON
BOARD OF HEALTH

FOR THE UNION

Laura Di Cesare

Philip Sarides
Labour Relations Officer

Lisa Clayton

Alyssa Penney

Suzanne Vandervoot

Bernadette Garrity

Mary-Lou Albanese

Tracey Ashby

LETTER OF UNDERSTANDING

Between:

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

And:

ONTARIO NURSES' ASSOCIATION

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

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

1. Hours worked by part-time nurses or job sharers in addition to their predetermined schedule shall be recorded on time sheets and approved by the Director/Manager for whom those hours were worked. All hours worked up to thirty-five hours per week shall be at the regular rate. The part-time nurse or job sharer must obtain advance approval from the Director/Manager if the nurse agrees to work additional hours that would result in the nurse working more than thirty-five hours per week, or seventy hours per pay period where a flex schedule is worked.
2. In addition to being paid for additional hours, a part-time nurse or job sharer shall also be paid vacation pay at the nurse's current vacation earning rate for all additional hours worked and paid for at the regular rate. Additional hours worked at overtime rates will be paid at time-and-one-half only, and no additional vacation pay will be paid. (Explanation for "current vacation earning rate": a part-time nurse earning four weeks vacation per year will receive 8% added to the pay for each of the additional hours worked; if earning five weeks, s/he will receive 10% vacation pay, etc.)
3. Part-time nurses and job sharers who receive vacation pay under paragraph 2 will be deemed to use the corresponding vacation time without pay during the weeks that they schedule their regular paid vacation.
4. If a part-time nurse or job sharer works more than 75 additional hours in a calendar year, an adjustment to earned sick time will be made at the end of the calendar year on a pro-rated basis. (In effect, the nurse has to work additional hours equivalent to at least one month at part-time hours before earning additional paid sick time.) 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 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 27th day of February, 2018

FOR THE MIDDLESEX LONDON
BOARD OF HEALTH

FOR THE UNION

Laura Di Cesare

Philip Sarides
Labour Relations Officer

Lisa Clayton

Alyssa Penney

Suzanne Vandervoot

Bernadette Garrity

Mary-Lou Albanese

Tracey Ashby

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 25th and January 1st

Without prejudice or precedent

During this round of bargaining, the parties agree to the option of a trial period of closing the Employer's offices between December 25th and January 1st 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 will remain open and staff may be called back to work. The Employer will discuss the specific team requirements with the Union after further consultation with the Divisional Directors and Managers.

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 employee is required to be actively at work on this day they will be compensated accordingly with designated holiday pay. All non-essential employees 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 entitlement banks in the time and attendance system will be deducted by the required vacation days. If an employee is electing to take the days unpaid, they will need to identify this by April 1 of the respective year per Article 8.5.

For 2017, employees will have the option to take the time between December 25th and January 1st as paid float and vacation time, or as unpaid time. Going forward employees will have the option to take the time as vacation or unpaid time as the float is already designated.

For greater clarity:

In 2017:

Friday, December 22 will be a half working day. The office will be closed at noon on December 22, 2017 and will re-open for regular business hours on January 2, 2018. The afternoon of December 22, and the afternoon of December 29, will continue to be paid holidays. December 27, December 28, and the morning of December 29, 2017 will constitute float, vacation, or unpaid time.

In 2018:

December 24 - half (0.5) work day.

December 27, 28 and 31 - 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 2019

December 24 - half (0.5) work day.

December 27, 30 and 31 - 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 2020

December 24 - half (0.5) work day.

December 29, 30 and 31 - 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

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 27th day of February, 2018

FOR THE MIDDLESEX LONDON
BOARD OF HEALTH

FOR THE UNION

Laura Di Cesare

Philip Sarides
Labour Relations Officer

Lisa Clayton

Alyssa Penney

Suzanne Vandervoot

Bernadette Garrity

Mary-Lou Albanese

Tracey Ashby

LETTER OF UNDERSTANDING

Between:

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

And:

ONTARIO NURSES' ASSOCIATION

Re: New Job Classification Nurse Practitioner

Whereas the Employer has established a new job classification called Nurse Practitioner, and there has been a single incumbent assigned to this classification since September 8, 2008, and the incumbent received the same annual increase as other ONA members retroactive to April 1, 2009, and

Whereas the classification of Nurse Practitioner requires that the incumbents be qualified Registered Nurses in the Extended Class.

1. That the single incumbent is currently being paid a rate of \$50.60 and will continue to be paid at that rate until the parties have reached a settlement for a new collective agreement commencing March 31, 2014.
2. The parties agree that the differential between the Public Health Nurse rates and the Nurse Practitioner will be 30% at each step of the grid commencing with the salary grid effective March 31, 2014.
3. The parties agree that in order to maintain this differential the Nurse Practitioner(s) will receive the same percentage annual salary increases negotiated for other registered nurses employed by the Middlesex-London Health Unit. This will include any wage increases effective from March 31, 2014.
4. The parties agree that this salary grid will be included into the collective agreement commencing March 31, 2014.
5. That the Articles 6.5 to 6.8 inclusive regarding placement on the grid of new hires, etc. will not apply to Nurse Practitioners.
6. That, when requested by The Employer, the Nurse Practitioner will enter into Nurse Practitioner/ Consulting Physician agreements as required by law.
7. That the Nurse Practitioner will annually provide proof of malpractice insurance in the amount of Two Million dollars (\$2,000,000), as required by law.

Dated at London, Ontario, this 27th day of February, 2018

FOR THE MIDDLESEX LONDON
BOARD OF HEALTH

FOR THE UNION

Laura Di Cesare

Philip Sarides
Labour Relations Officer

Lisa Clayton

Alyssa Penney

Suzanne Vandervoot

Bernadette Garrity

Mary-Lou Albanese

Tracey Ashby

LETTER OF UNDERSTANDING

Between:

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

And:

ONTARIO NURSES' ASSOCIATION

Re: Professional Responsibility

The Parties agree to form a sub-working group of the Joint Union-Management Committee to form a process to review the professional responsibility and workload forms submitted by nurses that meets the needs of the Employer and nurses.

Dated at London, Ontario, this 27th day of February, 2018

FOR THE MIDDLESEX LONDON
BOARD OF HEALTH

FOR THE UNION

Laura Di Cesare

Philip Sarides
Labour Relations Officer

Lisa Clayton

Alyssa Penney

Suzanne Vandervoot

Bernadette Garrity

Mary-Lou Albanese

Tracey Ashby

LETTER OF UNDERSTANDING

Between:

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

And:

ONTARIO NURSES' ASSOCIATION

Re: Supplementary Employment Benefit (SEB)

Without prejudice or precedent

The parties agree to continue discussion to bring greater clarity to Article 14 after ratification of this Agreement.

During the term of this Collective Agreement, should the changes contained in Bill C-44 that will allow extended parental leaves of up to 18 months come into effect, an employee who decides to take such an extended parental leave will be entitled to a SEB payment equal in dollar value to the SEB payment for an employee, in the same classification at the same grid step, who takes the normal 35 week parental leave. For greater clarity, the total value of the SEB payments to an employee on parental leave will be identical for all employees (in the same classification at the same grid step), taking parental leave, whether the leave is 35 weeks or longer.

Dated at London, Ontario, this 27th day of February, 2018

FOR THE MIDDLESEX LONDON
BOARD OF HEALTH

FOR THE UNION

Laura Di Cesare

Philip Sarides
Labour Relations Officer

Lisa Clayton

Alyssa Penney

Suzanne Vandervoot

Bernadette Garrity

Mary-Lou Albanese

Tracey Ashby