

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CITY OF HAMILTON**

**AND**

**ONTARIO NURSES' ASSOCIATION  
(MACASSA/WENTWORTH LODGES)**

**April 1, 2005 – March 31, 2007**

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THE CITY OF HAMILTON  
(Hereinafter referred to as "the Employer")

of the first part

and

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

of the second part

## **ARTICLE 1 – RECOGNITION**

1.01 The Employer recognizes the Association as the sole bargaining agent of all registered and graduate nurses employed by the Employer engaged in a nursing capacity at Macassa Lodge and Wentworth Lodge, save and except the Director of Nursing, Director of Care, Assistant Director of Nursing/Care and Nurse Manager.

1.02 No bargaining unit member shall be laid off or terminated as a result of the Employer contracting out any of its work or services.

### **1.03 DEFINITIONS**

#### FULL-TIME NURSE

For the purpose of this agreement, a full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 16.01(a).

#### PART-TIME NURSE

For the purposes of this agreement, part-time nurses shall mean nurses who regularly work the scheduled days off of a full-time nurse under Article 16. Such nurses shall be offered the right to work the vacation and short term sick days of the full-time nurses.

#### CASUAL NURSE

For the purposes of this agreement, a casual nurse shall mean a nurse who is neither a full-time nurse nor a part-time nurse.

Note: All references in the Collective Agreement to Part-Time Nurses shall include Casual Nurses except articles 1.03, 12.08, 12.11 (i), 12.12, 16.02 (d), 16.05 (b), 16.06, 16.07 (b) 16.07 (c) and the Charge Nurse Letter of Understanding.

## **ARTICLE 2 - RESERVATION OF MANAGEMENT RIGHTS**

2.01 The Association acknowledges that it is the exclusive function of the Employer:

- (a) Generally to manage and operate its establishments in all respects and, without in any way restricting the generality of the foregoing, to determine the kinds, location and number of the Employer's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, instruments and equipment to be used; to select, control and direct the use of all materials and facilities required in the operation of the Employer's establishments; to schedule the work and services to be performed and provided, and to make, alter and enforce regulations governing the use of all materials, facilities and services as may be deemed necessary in the interests of the safety and well being of the Macassa Lodge and Wentworth Lodge residents and the public.
- (b) To maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the nurses, provided such rules and regulations are not inconsistent with the provisions of this Agreement.
- (c) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses; to assign nurses to shifts, and to increase and decrease the working forces, provided that a claim by any nurse of discriminatory retirement, transfer, demotion, discipline or suspension, or a claim by any nurse that he or she has been discharged without just cause may become the subject of a grievance and be dealt with as hereinafter provided.

2.02 The Employer shall exercise these rights in a manner consistent with the provisions of this Agreement.

## **ARTICLE 3 - RELATIONSHIP**

3.01 The Employer agrees that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practised with respect to nurses because of their membership, or non-membership, in the Association or activities on behalf of the Association.

3.02 The Association agrees that there will be no intimidation, interference, restriction or coercion exercised or practised on the nurses by any of its members or representatives, and that there will be no solicitation for membership in the Association during the nurses' working hours, and no Association activity or meetings on the Employer's premises except as otherwise provided in this Collective Agreement, or unless specific permission is granted by the Employer.

3.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement in compliance with the Ontario Human Rights Code.

3.04 The Employer and the Association shall recognize their respective obligations under the Occupational Health and Safety Act, R.S.O. 658-79.

3.05 Harassment-Free Environment

The Employer and the Association agree that there will be no discrimination, harassment, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of the nurse's membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her/his rights under the Collective Agreement.

It is agreed that there will be no discrimination or harassment by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, national origin, gender, sexual orientation, marital status, family status, age, handicap, religious affiliation or any other factor which is not pertinent to the employment relationship.

The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below:

- (a) The parties recommend and encourage any nurse who may have a harassment or discrimination complaint to follow the complaints process as set out in the employer's harassment policies and procedures.
- (b) In recognizing the importance of a harassment free environment, the Employer and the Association will review Employer policies and processes with respect to harassment with the nurse during her/his orientation period.
- (c) Where a nurse requests the assistance and support of the Association in dealing with harassment or discrimination issues, such representation shall be allowed.
- (d) The Association may file a grievance under article 7 of this Agreement where a nurse or the Association believes that its members have been harassed contrary to this provision.

3.06 Transitional Work (Return to Work; Modified Work) Programs

- (i) The Employer and the Union recognize the purpose of transitional work programs, is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties understand their obligation in accordance with the *Ontario Human Rights Code* and the *Workplace Safety and Insurance Act*.

- (ii) The Employer agrees that a joint accommodation committee consisting of an equal number of Union and Management representatives will facilitate any accommodation of disabled employees. All employees accessing the Transitional Work Program will be informed of such committee and their right to union representation at any such meetings to discuss their Return to Work Program, by

the employer, prior to the employer meeting with them at the first Return to Work/Transitional Work meeting.

3.07 Assignment of Resident Care Duties

The assignment of resident care duties, including the delegation or direction of duties by the members of the bargaining unit to other health care providers, shall be in accordance with the *regulated Health Professions Act* and related statutes and regulations and in accordance with the guidelines established by the College of Nurses of Ontario from time to time and any Employer policy related thereto shall meet those requirements.

3.08 Whistle Blower Protection

Provided a nurse has followed reasonable policies or procedures issued by the Employer to protect the Employer's entitlement to investigate and address any allegation of wrongdoing, nurses will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations, including those related to patient advocacy.

**ARTICLE 4 - ASSOCIATION SECURITY**

- 4.01 It is understood that any nurse may exercise or refrain from exercising the right to become a member of the Association.

The Employer will deduct regular monthly Association dues from each nurse on the last pay period of each month and remit same to the Association. If there are no earnings in the last pay period, dues will be carried forward until they are paid. The Association shall notify the Employer in writing of the amount of such dues from time to time.

The Employer will send to the Association once each month a cheque for the dues so deducted, including the names and Social Insurance numbers of those nurses from whom pay deductions have been made, including a list of nurses on unpaid leaves of absence and nurses who have terminated.

The Association shall indemnify and save the Employer harmless with respect to any liability for such deductions and remittances.

- 4.02 The Employer shall provide each nurse with a statement of income and deductions for income tax purposes (T4 Supplementary Slip), which shall include therein the deduction for Association dues.
- 4.03 The Employer will provide the Association with the names and addresses of the nurses within one (1) month of the date of their employment and semi-annually. The nurse will provide change of address within two (2) weeks of any change.

**ARTICLE 5 - NO STRIKES OR LOCKOUTS**

- 5.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. R.S.O.1970 C. 232 -S.36.

## ARTICLE 6 - ASSOCIATION REPRESENTATION

6.01 The Employer agrees to recognize the following representatives of the local Association:

- (a) A Negotiating Committee of not more than four (4) employee nurses.
- (b) A Grievance Committee of not more than three (3) nurses. Every attempt will be made to have a representatives from each Lodge where a grievance occurs attend the grievance meeting. The employer recognizes the Bargaining Unit President, or their designate as a member of the grievance committee.

6.02 The Negotiating Committee and the Grievance Committee shall have the right of the assistance of their Labour Relations Officer of the Ontario Nurses' Association at these meetings with the Employer.

6.03 The Association acknowledges that Committee members have regular duties which must be performed on behalf of the Employer and that all absences from regular duties to attend Grievance or Committee meetings must be authorized by the Employer. Such permission will not be withheld unreasonably.

In accordance with this understanding and provided the time is kept at a minimum, the Employer will pay Committee members for such time when it is spent during the nurses' scheduled working hours and on the premises of the Employer. Provided, however, that the foregoing shall not be operative at the arbitration stage of the grievance procedure or to such other arbitration, conciliation and mediation as may be provided by legislation or by mutual agreement.

6.04 The Employer agrees with the Local Association to the establishment of a Labour Management Committee. This Committee, which shall be composed of not more than three (3) members from each party, shall endeavour to meet not less than every second month, at the request of either party, for the purpose of discussing items relevant to the services to residents of the Lodge, matters of safety, health and welfare and other matters of mutual concern, other than grievances, relative to the operation of the Lodge.

An agenda of items to be put forward for discussion shall be forwarded to the other party by the party requesting the meeting at least two (2) weeks in advance of the proposed meeting.

At the request of either party a Representative of the Ontario Nurses' Association may be present at any meeting of the Labour Management Committee.

6.05 The Employer agrees that an Officer of the Association or nurse representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance as determined by the Director of Nursing/Care.

6.06 Every effort will be made to schedule committee meetings as referenced in article 6 when committee members are working. In the event that a committee meeting is scheduled on a day off for the committee member, the member will be paid straight time for all hours in attendance at the committee meeting.

## ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 Within the terms of this Agreement, a complaint shall be defined as a difference between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement.

Within the terms of this Agreement, a grievance shall be defined as a difference between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement and which has been submitted by the Association to the Employer in writing. All grievances shall specify the nature of the grievance and the section or sections allegedly violated.

- 7.02 It is the mutual desire of the parties hereto that any differences between the parties are remedied as quickly as possible, and it is understood that a nurse has no grievance until the immediate supervisor has been given the opportunity of dealing with the issue. The parties agree that the following procedure for submitting and dealing with complaints and grievances shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended, in writing, by mutual consent.

- 7.03 **STEP ONE:** The Association shall submit a written grievance to the Director of Employee and Labour Relations within fifteen (15) calendar days of an issue being identified.

The Administrator or her/his designate shall, where practicable, meet with the Grievance Committee, within fifteen (15) calendar days of the receipt of the grievance. The grievor may attend the meeting.

The Administrator or her/his designate will issue a response in writing to the Chairperson of the Grievance Committee within fifteen (15) calendar days of the above meeting. In the event the Administrator, or her/his designate, denies the grievance, (s)he shall state the reasons in writing.

A grievance placed in the interoffice mail, with notification emailed or faxed to the D.O.N./Administrator of the appropriate lodge and the Director of Employee and Labour Relations or designate on the same day. The grievance shall be deemed to be received as of the email or facsimile time and date stamped.

- 7.04 **STEP TWO:** Failing a satisfactory settlement at Step One, the Chairperson of the Grievance Committee shall submit the grievance to the Director of Employee and Labour Relations, within fifteen (15) calendar days of the receipt of the response of the Administrator or designate.

The Director of Employee and Labour Relations, or designate, will meet with the Grievance Committee and the nurse within fifteen (15) calendar days of the receipt of the grievance. Director of Employee and Labour Relations, or designate will issue a response in writing to the Chairperson of the Grievance Committee within fifteen (15) calendar days of the meeting. In the event the Director of Employee and Labour Relations, or designate, denies the grievance, the reasons shall be stated in writing.

- 7.05 Where a dispute involves:
- (a) the question of general application or interpretation of the provisions of this Agreement,
  - or
  - (b) a group of nurses,
  - or
  - (c) the suspension or dismissal of any nurse or group of nurses

the grievance may be submitted by the Chairperson of the Grievance Committee at Step Two.

In the case of a group grievance or a number of grievances arising from a common complaint, the Association will select one (1) or two (2) nurses as representatives of all the affected nurses at any and all hearings held in conjunction with the grievance or grievances.

- 7.06 When a nurse is required to attend a meeting with the Administrator or designate which may result in a notation being made on the record, disciplinary action or dismissal, the nurse shall be entitled to have present, if so requested, the Bargaining Unit President or designate. Should the nurse wish to file a grievance against the dismissal or disciplinary action, it should be in writing and filed within fifteen (15) calendar days at Step Two of the grievance procedure.
- 7.07 Where a satisfactory settlement of the matter in dispute is not reached at step two (2), the parties may agree to refer the grievance to mediation within thirty (30) calendar days of the receipt of the response by the Director of Employee and Labour Relations, or their designate. Failing resolution at this step, or if the mediation step is not used, either party may refer the grievance to arbitration as referred in article 8 within thirty (30) calendar days.
- The mediator shall be selected by mutual agreement of the parties and expenses shall be shared equally.
- 7.08 Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred to Arbitration under the provisions of Article 8 within thirty (30) calendar days of the receipt of the Director of Employee and Labour Relations response.
- 7.09 The Grievance Committee may be accompanied by an authorized representative of the Ontario Nurses' Association at Step Two of the grievance procedure.
- 7.10 Meetings with the Director of Employee and Labour Relations and/or authorized representatives of the Employer, in reference to grievances, shall be held during the regularly scheduled working hours. Payment shall be at the prevailing rate of pay.
- 7.11 Any letter of reprimand, suspension or other sanction will be removed from the nurse's file twenty-four (24) months following the receipt of such letter, suspension or other

sanction provided that there has been no related notation made in that twenty-four (24) month period.

- 7.12 A grievance from the employer shall be filed with the Bargaining Unit President or designate at step two (2), and there after Article 7 applies.

For clarity, Article 7 shall be read to substitute Director of Employee and Labour Relations where Association or Labour Relations Officer of the Association occurs and vice versa.

## **ARTICLE 8 - ARBITRATION**

- 8.01 The Board of Arbitration shall be duly constituted as provided by Section 48 (2) of the Ontario Labour Relations Act:

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint a nominee or if the two (2) appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any nurse or Employer affected by it. The decision of the majority is the decision of the arbitration board but if there is no majority the decision of the Chairperson governs.

- 8.02 The Board of Arbitration shall not have jurisdiction or authority to alter or modify any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with terms and provisions of this Agreement.

- 8.03 Each of the parties hereto will bear the expense of the nominee appointed by it, and the parties will equally share the expense of the chairperson.

- 8.04 The time limits and other procedural requirements set out in Article 7 are mandatory and not merely directory, and no matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the times specified. The provisions of this clause shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing, signed by both parties. If the Employer does not consider or process a grievance which has been presented late, the Employer shall not be estopped or precluded at any stage of the grievance procedure from taking the position that the grievance is late and not arbitrable.

## ARTICLE 9 – SENIORITY

9.01 New nurses shall have a probationary period of nine hundred (900) hours worked during which time they will have no seniority and may be terminated without notice and without recourse to the grievance procedure. For part-time nurses such probationary period shall be nine hundred (900) hours worked.

9.02 Upon completion of the probationary period, seniority shall be calculated in the following manner:

Seniority for full-time and part-time nurses shall commence and accumulate from the date of last hire as a registered nurse within the scope of this ONA bargaining unit.

A nurse's full seniority shall be retained by the nurse in the event that the nurse transfers from full-time to part-time status or vice versa.

A nurse whose status is changed from full-time to part-time shall receive credit for her or his seniority on the basis of 1500 hours paid for each year of full-time seniority.

A nurse whose status is changed from part-time to full-time shall receive credit for her or his seniority on the basis of one year of seniority for each 1500 hours paid.

Any time in excess of the equivalent shall be pro-rated at the time of transfer.

Service for full-time and part-time nurses shall include all time with the employer since the last date of hire and is separate and distinct from seniority above.

### 9.03 Loss of Seniority

A nurse's seniority rating shall be broken by reason of:

- (a) Dismissal for just cause.
- (b) Voluntary resignation.
- (c) Failure to notify the Employer of the intention to return to work (within fifteen (15) days) within a period of five (5) working days after receipt of notice to return to work after lay-off.
- (d) Absence from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer.
- (e) After a lay-off extending for a period of twenty-four (24) months.
- (f) Nurses who are not working or in receipt of regular wages for a period of the length of seniority or a maximum of thirty (30) months, whichever is greater, for any reason, shall have their name removed from the payroll at the end of this period.

- 9.04 The Employer agrees to compile separate seniority lists for full-time and part-time nurses and post yearly by March 1st and make available at the Human Resources Centre in the month of March, a list of the names of all nurses, showing seniority standing of each nurse. The Employer will provide the Association with three (3) copies of the seniority list.

For full-time nurses such lists shall include their start date and seniority date.

For part-time nurses such lists shall include their start date and all hours worked which shall include any hours paid when a nurse qualifies for statutory holiday pay.

- 9.05 Protest regarding seniority standing must be submitted by the nurse or the Association, in writing, to the Director of Employee and Labour Relations or his/her designate within thirty (30) days from the date seniority lists are posted. When proof of error is presented by a nurse or the Association, such error shall be corrected, and when so corrected the agreed upon seniority date shall be final.

No change shall be made in the existing seniority status of any nurse unless concurred in by the Association.

- 9.06 The Employer shall have the exclusive right to discharge nurses during the probationary period provided the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the Human Rights Code, the Employment Standards Act or other employment related legislation.

- 9.07 Part-time nurses and casual nurses advance on the pay grid (1) year for each 1500 paid hours. Overtime worked will be credited straight time for the purposes of seniority.

## **ARTICLE 10 - PROMOTION, TRANSFER AND REDUCTION OF STAFF**

- 10.01 (a) In all cases of transfer, demotion, or promotion, where qualification performance, ability and experience are relatively equal, seniority shall govern. Notice of permanent vacancies shall be posted in a prominent place in all departments for a period of five (5) days not including Saturday, Sunday and Paid Holidays.

Permanent vacancies shall be filled in accordance with the provisions of Article 10.01(a) by considering Requests for Transfer and Applications for Internal Posting in the following order:

- (i) Requests or Applications from within the Lodge
  - (ii) Applications from the other Lodge.
- (b) A nurse may make a written request for transfer of shift or area by filing a Request for Transfer form. A Request for Transfer is limited to the Lodge where the nurse is employed and must be renewed by the nurse annually by December 31st.

Such requests will be activated and considered whenever a vacancy occurs as per Article 10.01(a). It is understood that such transfer requests are reviewed at the same time as job applications (not prior).

- (c) Temporary vacancies of six (6) weeks or more shall be posted immediately upon notice to the Employer so that all interested nurses may apply.

Nurses shall be given first opportunity to fill temporary vacancies in the full-time service according to seniority. The Employer will outline to the nurse selected, the circumstances and conditions giving rise to the vacancy, the conditions and expected duration of the vacancy.

In any event, such temporary vacancy shall not exceed the time required to complete the specific circumstances which give rise to the temporary vacancy.

Nurses, who are absent due to illness or on authorized leave of absence, shall have the right to their former classification subject to the provisions governing loss of seniority as set out herein.

- (d) When so determined by management that a vacancy of either a temporary or permanent nature shall not be filled, the Employer will inform the Association of its decision within ten (10) working days of the decision and will notify the Association that either the duties are being distributed to other nurses or not performed.

10.02 In the event of a proposed lay-off at the Lodges including any permanent or temporary bed cutback or cutback in service, the Employer will provide the Association with no less than fifteen (15) days notice of such lay-off and will meet with the Association to review such lay-off.

- (a) Nurses shall be laid off in the reverse order of seniority as per their category of full-time or part-time in their Lodge.
- (b) Nurses shall be recalled in order of seniority to the category (full-time to full-time and part-time to part-time) the nurse was laid off first and then to other if required.
- (c) It is understood that senior nurses who have requested transfers according to Article 10.01(b) above shall have first options to vacated positions prior to the laid-off nurse being recalled to a position.
- (d) In the event a laid-off nurse is recalled on a temporary basis for either full-time or on-line relief work for a minimum of sixty (60) calendar days, the nurse shall have a new lay-off date effective at the conclusion of such temporary work.
- (e) The Employer will not hire any new nurse to fill a vacancy where there is a nurse on lay-off who is willing and qualified, subject to the provisions of Article 10.02(b), to fulfil the normal requirements of the job. This will apply regardless of whether the nurse was full-time or part-time at the time of the lay-off.

- (f) In cases of lay-off or recall from lay-offs, a nurse working at Macassa Lodge shall only exercise seniority in that Lodge and a nurse working at Wentworth Lodge shall only exercise seniority at Wentworth Lodge.

- 10.03 (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than three (3) months, or is seconded to teach for an academic year, not to exceed eight months, shall not suffer any loss of seniority, service or benefits.

A nurse who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit. In the case of a transfer to fill an absence for the purposes of LTD or WSIB, it is agreed that the transfer may be extended up to thirty (30) months.

A nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, or thirty (30) months as specified above, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Employer will advise the local Association of the names of any nurses performing the duties of positions outside of the bargaining unit pursuant to Articles 10.03, the date the assignment commenced, the area of assignment and the duration of such assignments.

## **ARTICLE 11 - LEAVE OF ABSENCE**

- 11.01 (a) Personal Leave

Subject to the exigencies of the service, the Employer may grant a leave of absence without pay to a nurse for a legitimate reason. A request for such leave shall be made in writing except in extenuating circumstances, and shall be replied to in writing and the granting of such leave must have formal approval of the Employer. Such leave of absence shall not be unreasonably denied.

(b) Association Leave

Nurses requesting time off to attend to Association business not connected with this Agreement shall be granted such time off subject to Article 11.01(c) and the following conditions:

- (i) number of nurses not to exceed three (3) for each period of leave and
- (ii) total aggregate of days off for the entire bargaining unit for these purposes will not exceed forty-five (45) in a calendar year, effective January 1, 1992.
- (iii) the Association shall notify the Director of Nursing/Care and Director of Employee and Labour Relations in writing of the names of nurses to be granted time off not less than twenty-one (21) calendar days before such leave is to be taken. In the event that the request for leave is made less than twenty-one (21) calendar days before such leave is to be taken, the Employer reserves the right to deny the leave request subject to the operational needs of the Lodge.

(c) Provincial Association Leave

On request of the Association, the elected Provincial President or a member of the Board of Directors of the Provincial Association shall be granted leave of absence without loss of accrued benefits and seniority for the purpose of holding office in the Association. On completion of such leave, it being understood the nurse shall return to the nurse's same position and step in the salary scale as the nurse occupied prior to such leave.

For a nurse on these authorized leaves of absence for Association business, as provided for in this Article, the Employer shall continue the nurse's normal salary payments. The Association shall be invoiced quarterly by the Employer for reimbursements of salary plus the Employer's share of benefits paid to such nurse during such leave of absence.

11.02 Bereavement Leave

A nurse shall be granted three (3) regularly scheduled consecutive work days leave of absence without loss of pay or benefits in the event of the death of her/his spouse, common-law spouse, same sex partner, child, parent, brother, sister, mother-in-law, father-in-law, foster or adopted parent, son-in-law, daughter-in-law, grandparent, grandparent of spouse, grandchild, brother-in-law, or sister-in-law.

"Spouse" for the purposes of bereavement leave will be defined as in the Family Law Act.

Such bereavement shall be taken at the time of the bereavement or at the time the Nurse received notification of such bereavement. Proof of bereavement may be required by the Director of Labour Relations or designate. The definition of immediate family shall be deemed to apply equally to spouses pursuant to the Family Law Reform Act, as amended.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding three (3) days in total, in order to accommodate religious and cultural diversity.

Where the burial occurs outside the Province, reasonable traveling time up to five (5) working days without pay may be granted at the discretion of the Employee's Department Head.

PART-TIME: It is understood that should bereavement occur during a period of time where a nurse has less than three (3) regularly scheduled consecutive work days the nurse will be eligible for only the number of days regularly scheduled for bereavement leave purposes.

In order to receive the paid leave provided for in this section, absence must result in loss of time and pay from a regular shift and the nurse must have worked the last scheduled working day before and first scheduled working day after, provided that a nurse granted leave without pay for compassionate purposes within (20) weeks prior to death shall not lose benefits under this Clause.

#### 11.03 Jury Duty

A nurse who is required to serve as a juror, or as a witness in any court, shall be paid the nurse's regular rate of pay for the nurse's normally scheduled working hours for any day or part of a day that the nurse is absent because of such service. Jury duty pay, less reasonable expenses incurred by the nurse as a result of serving as a juror, shall be paid to the City of Hamilton on receipt thereof by such nurse provided the nurse;

- (a) notifies the Employer immediately upon the nurse's notification that the nurse will be required to attend court; and
- (b) presents proof of service requiring the nurse's attendance; and
- (c) Promptly repays the amount (other than expenses) paid to the nurse for such service or attendance to the Employer.

#### 11.04 Pregnancy/Parental Leave

Pregnancy/Parental 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 pregnancy/parental leave shall be thirteen (13) weeks;
- (b) the nurse shall give written notification at least two (2) weeks 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 leave of absence for pregnancy or adoption shall be of seventeen (17) weeks duration or such shorter leave of absence as the nurse may request;

- (d) a nurse shall be granted thirty-five (35) or thirty-seven (37) weeks parental leave, subject to 11.04 (i), for each parent who has worked for thirteen (13) weeks. Natural mothers may take parental leave at the end of the pregnancy leave;
- (e) all other parents must begin this leave not later than fifty-two (52) weeks of the child being born or coming into care;
- (f) a nurse shall be allowed to commence her pregnancy leave at anytime up to seventeen (17) weeks before the expected date of delivery;
- (g) the nurse has the right to extend the pregnancy/parental 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.

Where the nurse returns to work at the expiration of the pregnancy/parental leave, the Employer shall reinstate the nurse in the nurse's position or provide the nurse with alternative work of a comparable nature with no loss of wages;

- (h) parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own;
- (i) on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SEB) Plan, a nurse who is on parental/pregnancy leave as provided under this Agreement and who is in receipt of Employment Insurance Parental/Pregnancy benefits pursuant to Section 22 and 23 of the Employment Insurance Act, 1997 shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty per cent (80%) of the nurse's regular weekly earnings and the sum of the nurse's weekly employment insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week employment insurance waiting period, and receipt by the Employer of the nurse's employment insurance cheque stub as proof that she is in receipt of such benefits for a maximum period of fifteen (15) weeks pregnancy and fifteen (15) weeks parental leave. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours;
- (j) the nurse shall be entitled to accumulate all seniority and service and shall be entitled to participate in the benefits as prescribed in the Collective Agreement;
- (k) the Employer shall not terminate the employment of, or lay off a nurse because of pregnancy/ parental leave.

#### 11.05 Education Leave

Leave of absence for educational purposes may be granted with or without pay at the discretion of the Employer, without loss of seniority.

A full-time or part-time nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing any examinations required in any course recognized and approved by Management, in which nurses are enrolled to enhance their nursing qualifications, including examinations for the nurses' certificate of registration from the College of Nurses of Ontario. Any course or examination required by the College, shall be deemed to be approved by Management. For greater clarity, the period of the leave shall include the night shift prior to or any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

#### 11.06 Prepaid Leave Plan

The Employer agrees to introduce a prepaid 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 to pursue formal education following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Administrator or designate at least six (6) 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 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, the local Association and the Employer. There shall be one (1) nurse allowed off at any one time.
- (d) Written applications for the purpose of pursuing further formal education will be reviewed by the Administrator or designate for leaves requested.
- (e) During the four (4) years of salary deferral, 20% of the nurses' gross annual earnings will be deducted and held for the nurse and will not be accessible to her/him 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.
- (g) All deferred salary, plus accrued interest, if any, 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. 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 health and welfare benefits in which she is participating. Contributions to the Ontario Municipal Nurses Retirement System will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.

- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Administrator or designate. Deferred salary, plus accrued interest, if any, 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, if any, 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 Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave.

The Employer 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 the nurse within a reasonable period of time.

- (l) The nurse will be reinstated to her/his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job.
- (m) 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 prepaid leave program in accordance with Article 11.06 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 prepaid leave program will be appended to and form part of the written agreement.

## ARTICLE 12 - ANNUAL VACATIONS

12.01 A nurse shall be granted, except as otherwise expressly provided herein, an annual vacation with pay according to the nurse's credited service as follows.

Vacation with pay as shown in Column II during the calendar year in which the nurse completes the years of service in Column I:

Column I	Column II
1 year	15 days
3 years	20 days
14 years	25 days
22 years	30 days
28 years	35 days

Nurses employed on the date of ratification shall continue to earn vacation at the rates set out in the 1998-2001 Collective Agreement until such time as this Collective Agreement provides a vacation benefit equal or greater to the 1998-2001 Collective Agreement (see Appendix A).

- 12.02 Notwithstanding the schedule of vacation leave above noted, a nurse who has been granted and taken vacation leave and terminates employment with the Employer before the anniversary date when the nurse commenced work, shall have the unearned portion of vacation leave deducted from the termination pay as per Article 13.
- 12.03 A nurse's vacation period and pay shall be based on the nurse's standard work week and the nurse's standard rate of pay, but shall not include any shift premium, overtime, or other premiums.
- 12.04 A week's pay for hourly paid nurses shall be the basic hours worked per week multiplied by the nurse's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime rates, or other premiums.
- 12.05 A week's pay for salaried nurses shall be the nurse's basic salary paid per week on a weekly basis, but shall not include overtime, shift premium or other premiums.
- 12.06 The vacation period shall commence from and including January 1st, and continue to and including December 31st of the same year. All nurses are expected and encouraged to take their vacation during the current year. However, it is understood that special circumstances may develop which would make it desirable for a nurse to carry over up to one year's vacation entitlement to the following year. Requests to carry over vacation must be submitted in writing not later than September 1st in any year and will be subject to the approval of the Administrator concerned.
- 12.07 When a statutory holiday falls on a day of the scheduled vacation, a nurse shall be entitled to an additional day of vacation. Such additional day or days off may, subject to mutual agreement between the nurse and Director of Nursing/Care, be either added to the end of the scheduled vacation or taken at another date.

12.08 Nurses shall, when practicable, be granted the vacation period preferred by the nurse subject to the operational requirements of the Employer. Preference in choice of vacation dates shall be given to senior nurses provided that the efficiency of operations of the Employer is not unduly interrupted thereby. Vacation requests for the period of May 1 to December 31 shall be filed by March 15 and posted April 1. Vacation requests for the period January 1 to April 30 shall be filed by October 1 and posted October 15.

For vacation purposes only, regular part-time nurses will indicate their willingness to replace full-time nurses they are assigned to by March 15 and November 1 of each year.

12.09 Where a nurse

(a) Who qualifies for sick leave is on vacation and is:

(i) hospitalized, or

(ii) convalescing following hospitalization, or

(iii) in Home Care under OHIP, there shall be no deduction from vacation credits for such absence if, on or before the third day of such illness, the nurse files with the Director of Employee and Labour Relations, a certificate from a physician licensed to practice medicine setting forth the reason for such absence is to be deducted from the nurse's vacation credits. Where the said certificate is filed, the period of vacation so displaced shall either be added to the vacation period, or reinstated at a later date at the nurse's option.

(b) is entitled to bereavement pay under the terms of Article 11.02 there shall be no deduction from vacation credits for such absence. Such additional day or days off may, subject to mutual agreement between the nurse and Director of Nursing/Care be either added to the end of the scheduled vacation or taken at another date.

(c) Where a nurse has gone on sick leave prior to her/his scheduled vacation, and continues to be ill during her/his scheduled vacation time, the parties agree that the affected vacation can be scheduled to a later date. The parties also agree that this right is conditional upon supplying a medical note confirming the nurse's inability to work for the days in question, if requested by the employer.

12.10 All vacations granted in any year shall be determined on the basis of the aggregate credited service of the nurse and such service is to include any period or periods of paid absence or leave of absence for Association business. All other periods of absence, other than those noted above, will reduce a nurse's vacation entitlement in the same proportions as the factor by which the period of absence relates to the full calendar year.

## 12.11 Part-time Nurses

Part-time nurses are entitled to vacation on the following basis:

- (i) Vacation time as shown in Column II for the calendar year in which the nurse completes the years of service in Column I.
- (ii) Part-time nurses shall be paid their vacation entitlement on a bi-weekly basis, at the % rate shown in column three, of earnings in the calendar year in which the nurse completes the years of service in Column I.

COLUMN I YEARS OF SERVICE	COLUMN II VACATION TIME	COLUMN III VACATION PAY
1 year	15 days	06.00%
3 years	20 days	08.00%
14 years	25 days	10.00%
22 years	30 days	12.00%
28 years	35 days	14.00%

Nurses employed on the date of ratification shall continue to earn vacation at the rates set out in the 1998-2001 Collective Agreement until such time as this Collective Agreement provides a vacation benefit equal or greater to the 1998-2001 Collective Agreement (see Appendix A).

- 12.12 There shall be one (1) full-time nurse and one (1) part-time nurse allowed off per Lodge per vacation period granted. The Employer shall endeavour to permit two (2) full-time nurses and two (2) part-time nurses to be allowed off per Lodge per vacation period granted.

## **ARTICLE 13 - VACATION PAY ON RETIREMENT OR ON SEPARATION FROM SERVICE**

- 13.01 A nurse who separates or retires under the Ontario Municipal Employees Retirement System shall be paid vacation pay on the basis of the following:

Vacation Qualification	Vacation Pay
28 years	14.00%
22 years	12.00%
14 years	10.00%
3 years	08.00%
1 year	06.00%

Nurses employed on the date of ratification shall continue to earn vacation at the rates set out in the 1998-2001 Collective Agreement until such time as this Collective Agreement provides a vacation benefit equal or greater to the 1998-2001 Collective Agreement (see Appendix A).

- 13.02 Separation vacation entitlements, as set out in 13.01, shall be calculated on the basis of the following, subject to clause 12.02.

- (a) Separation vacation pay entitlement for year of separation for nurses employed by the Employer after January 1, 1982, shall be the relevant percentage for the period between the nurses last anniversary date of when the nurse commenced work and the date the nurse actually separates from employment with the Employer;
- (b) Vacation pay on separation for nurses employed before January 1, 1982, shall be the sum of:
  - (i) the full vacation entitlement for the year preceding the nurse's termination regardless of the nurse's anniversary date, and,
  - (ii) the relevant percentage of earnings for the period January 1, in the year of separation, to the effective date of separation.

13.03 Notwithstanding the vacation entitlements noted above, a nurse who has been granted and taken vacation leave and terminates employment with the Employer before the anniversary date as per 13.02, shall have the unearned portion of vacation leave deducted from the nurse's termination pay.

13.04 Nurses who have not completed one (1) year of service at the time of retirement or separation shall be paid vacation pay at the rate of 4% of their actual earnings.

13.05 Should death occur to a nurse any unpaid vacation monies owing will be paid to the estate of the deceased nurse.

**ARTICLE 14 - STATUTORY HOLIDAYS**

14.01 (a) The parties agree to the following Statutory Holidays with pay:

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

and such other holidays as may be proclaimed or declared by law are recognized by the Employer. Payment for Statutory or Proclaimed Holidays shall be at the nurse's standard basic daily rate of pay.

- (b) For a full-time nurse who normally works Monday to Friday, where any Statutory or Proclaimed Holiday, described in Clause 14.01 (a) of the Article, falls on a Saturday or Sunday and are not proclaimed as being observed on another day, the immediately preceding Friday or immediately following Monday, at the discretion of the Employer, are to be deemed a holiday for all purposes of this Agreement. This lieu day, as described above, shall be the only day on which premium pay shall be paid.

A full-time nurse who works on a regularly scheduled seven (7) day shift work basis shall be paid the premium for the Statutory Holiday only on the actual day on which the Statutory Holiday falls. The "actual day" shall conform to any Federal or Provincial statutes which govern the day on which a Statutory Holiday must fall.

- 14.02 (a) A full-time nurse who works on a paid holiday shall receive time and one-half (1½) for all hours worked and shall receive time off with pay equal to a normal work day in lieu of the holiday. Such time off shall be scheduled by the Employer at a mutually agreeable time within thirty (30) days prior to or succeeding the paid holiday.
- (b) Part-time nurses who are scheduled to work on a holiday as designated in Section 14.01 (a), shall be paid at the rate of two and one-half (2½) times the nurse's regular rate of pay for hours worked.
- (c) When a holiday falls during a nurse's regularly scheduled day or days off, an additional day off with pay will be scheduled at a mutually agreeable time.
- (d) Nurses will be scheduled for three (3) days off consecutively at either Christmas or at New Year's. For the purpose of this clause Christmas time off will include December 24, 25 and 26 and New Year's time off will include December 31, January 1 and January 2 if so requested. Paid holidays or days in lieu thereof shall be scheduled in conjunction with other days off. These arrangements are subject to a request from a Nurse and the staffing requirements of the Lodges.

If, at the Employer's sole discretion, a nurse can receive both the time off at Christmas and the time off at New Years, the offers will be made to nurses in descending order of seniority on a rotating basis from year to year. Once such an offer has been made to the most junior nurse, the next offer shall be made once again to the most senior Nurse.

Article 16.05 may be waived between December 15 and January 5.

14.03 A nurse shall not be paid for any Statutory Holiday:

- (a) if the nurse does not work on such Holiday without good cause when the nurse has been scheduled to do so; or
- (b) if the nurse has been absent without good cause on the scheduled working day immediately preceding or succeeding such Holiday; or
- (c) the Employer shall determine whether there has been good cause for such absence, subject to the limitation that holiday pay shall not be unjustly withheld;
- (d) when a nurse has not earned wages on at least twelve (12) days during the four (4) weeks immediately preceding such holiday.

14.04 For the purpose of this Article, the paid holiday shall commence at 11:00 p.m. on the day preceding such holiday and the premium day provisions, as outlined herein, shall apply to the successive shifts commencing from 11:00 p.m. as noted above.

## ARTICLE 15 - BENEFIT PLANS

- 15.01 The benefits provided hereunder shall continue for the life of this Agreement.
- 15.02 The Employer shall pay the full cost of the premiums for all benefits provided hereunder.
- 15.03 On completion of the probationary period a full-time nurse shall be entitled to the following benefits:
- (a) Group Life Insurance with benefits equal to one and one-half (1½) times the annual basic wage rate of the nurse to the nearest one thousand dollars.
  - (b) Extended Medical Plan, including hospital coverage and Prescription Drug plan.
  - (c) Dental care plan under the terms of the current Ontario Dental Association (O.D.A.) schedule. The Dental Plan shall include coverage for orthodontics for dependent children (to the age of 18 or until completion of secondary school whichever is later or up to the age of 25 if they are attending a post secondary institution) on the basis of a 50% co-insurance with a life time maximum payment of \$1,500.00.  
  
Coverage for removable prosthodontics, fixed prosthodontics and major restorative shall be on the basis of a 50% co-insurance with a twelve (12) consecutive month maximum amount payable of \$1,000.00 (including lab fees).
  - (d) Vision care plan to cover the nurse and the nurse's dependents \$300.00 each every twenty-four (24) months, plus one (1) eye exam every twenty-four (24) months up to a maximum of \$100.00)
  - (e) Short Term Income Protection as detailed in APPENDIX "B". The provisions of the "Cumulative Sick Leave Allowance", Bylaw 78-74, as amended, shall continue as modified by the Income Protection Plan.
    - (i) In order to qualify for short-term disability benefits, nurses must provide a fully completed short-term disability claim form, attached hereto as Section "C" of Appendix "B".
    - (ii) Claim forms covering any illness or injury will not be accepted by the Employer and the nurses will not be eligible for STD benefits for the absence in question, unless the form is submitted within two (2) weeks from the date the nurse's obligation to provide documentary verification for their absence first arose, under the Regulations to Section "C".
  - (f) Long Term Disability protection as detailed in the attached plan.
- 15.04 All nurses shall be enrolled in the Ontario Health Insurance Plan (O.H.I.P.).
- 15.05 All nurses shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.), in accordance with the prevailing OMERS regulations.

15.06 The normal date of retirement for nurses shall be in accordance with the current Ontario legislation.

At the Employer's sole discretion, following the month in which an active nurse attains the age of sixty-five (65), the Employer shall either maintain the benefit coverage provided or provide the percentage in lieu of benefits that are otherwise paid to part-time nurses.

15.07 The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Association.

15.08 The Association agrees that the Employer may allocate the Employment Insurance Premium Rebate received for each nurse towards the annual cost of benefit plans.

15.09 Whenever a nurse recovers from a third party, any amount claimed for loss of wages or sick leave, the nurse shall repay to the Employer forthwith the amount of all monies paid to the nurse by the Employer, in respect of the period for which such amount is recovered from the third party, provided that the amount to be repaid to the Employer shall not exceed the amount recovered from the third party.

15.10 The following benefits will be available to any nurse retiring under the OMERS 90 factor, or any nurse between the ages of 55 and 65 who retires on an early OMERS pension if there is a minimum of twenty (20) years continuous employment with the Employer at the time of retirement:

Ontario Health Insurance Plan

Extended Medical Plan

Dental Plan

Vision Care Plan

Life Insurance (1 1/2 times the annual basic wage rate of the nurse at time of retirement rounded to the nearest one thousand dollars.)

The following conditions apply:

- (a) The above benefits terminate on the last day of the month in which the nurse attains age sixty-five (65).
- (b) The above benefits will only be available to retirees if benefit coverage is not available through other means (i.e. other employment or spousal coverage).

15.11 A part-time nurse shall be entitled to payment in lieu of benefits as provided for in A.02.

## **ARTICLE 16 - HOURS OF WORK, SHIFTS, OVERTIME AND REST PERIODS**

16.01 (a) The normal standard hours of work shall be an average thirty-seven and one-half (37½) per week based upon one hundred and fifty hours (150) over a four (4) week period, exclusive of a one-half (½) hour unpaid meal time period.

- (b) When a nurse is the only nurse on duty, the nurse will receive for each half hour meal period worked, pay at one and one-half (1½) times the nurse's basic rate of pay in money or time off duty with pay calculated at one and one-half (1½) times for each half hour meal period worked. Such time off shall be granted at the discretion of the Employer but, subject to the exigencies of the service, will endeavour to grant such lieu time off at the convenience of the nurse.
- 16.02 (a) The normal standard hours for all full-time nurses including the Infection Control Practitioner(s), other than the Nurse Practitioner(s), shall be seven and one half (7 ½) consecutive hours per day, and seventy-five (75) hours in any bi-weekly period.

The normal standard shifts shall be as follows:

0700 –1500 (Day Shift)  
1500 – 2300 (Evening Shift)  
2300 – 0700 (Night Shift)

The Employer may change the normal shifts of work consistently for all bargaining unit staff in the same classification at a single Home.

The Nurse Practitioner(s) shall continue working their current hours of work.

The aforementioned standard hours of work and shift schedule are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum or a restriction on any maximum number of hours worked, at the applicable rates.

No payment for overtime will be paid for the first fifteen (15) minutes worked after the end of a shift, but those who work more than fifteen (15) minutes of overtime will be paid for all overtime, including the first fifteen (15) minutes, at the applicable rate.

- (b) If the Employer wishes to engage in discussion for the implementation of extended tours, they must meet with the Association. The provisions governing extended tours will be negotiated between the parties and the members who will be working the extended tours shall vote on these provisions. In order to implement extended tours a minimum of eighty-five percent (85%) of the members who will be working the extended tours must vote in favour of the change.
- (c) A rest period of fifteen (15) minutes shall be granted in the first half and second half of each shift period.
- (d) Part-time nurses will not be pre-scheduled for more than two different shifts in a week.

### 16.03 Overtime

Save as herein provided, overtime means authorized hours worked:

- (a) in excess of the scheduled hours of work per day
- (b) on the regularly scheduled day off
- (c) in excess of one hundred and fifty (150) hours of four (4) full shift schedules
- (d) there shall be no pyramiding of overtime
- (e) for all authorized overtime designated by the Employer, the nurse shall be granted time and one-half (1½) the nurse's regular rate or lieu time off at the rate of time and one-half (1½). If the nurse chooses lieu time off, it shall be granted at the discretion of the Employer but, subject to the exigencies of the service, will endeavour to grant such lieu time off at the convenience of the nurse.
- (f) where a nurse is required to work on a day for which the nurse receives one and one-half (1½) times the nurse's regular salary (other than overtime premium compensation) for the nurse's regular hours worked on that day and the nurse is required to work additional hours following the nurse's full tour on that day, the nurse shall receive two (2) times the nurse's regular salary for such additional hours worked (but no further premium payment for such additional hours).

16.04 (a) Scheduled shifts showing the days and hours to be worked and days off will be posted at least four (4) weeks in advance in order to have a minimum of four (4) weeks of the schedule showing at all times. Should it be necessary for the Employer to make changes in the posted time with less than twenty-four (24) hours notice, nurses affected by such change shall be paid time and one-half (1½) for the first shift of the new schedule. Nurses shall be entitled to personal notification of any changes to the posted time schedules (including additions or deletions of shifts).

(b) Nurses shall be allowed to mutually exchange tours of duty. Such exchanges initiated by nurses shall not result in any premium payments and shall be communicated to the Director of Nursing or his/her designate for approval.

16.05 (a) Full-time nurses shall be entitled to alternate weekends off. Should a nurse work on a second or subsequent weekend, such nurse shall receive time and one-half (1½) of her or his basic straight time hourly rate for all hours worked on such additional weekends, save and except where:

- (i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
- (ii) such nurse requested weekend work; or
- (iii) such weekend is worked as a result of an exchange of tours with another nurse, or

- (iv) such weekend is worked as a result of agreement by the nurse to work an additional weekend to accommodate the nurse's specific vacation requests.
  - (b) Part-time nurses shall be entitled to two (2) weekends off in four (4) weekends. Should a nurse work on a third or subsequent weekend, such nurse shall receive time and one-half (1½) of the nurse's basic straight time hourly rate for all hours worked on such additional weekends, save and except where:
    - (i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
    - (ii) such nurse has requested weekend work; or
    - (iii) such weekend is worked as a result of an exchange of tours with another nurse, or
    - (iv) such weekend is worked as a result of agreement by the nurse to work an additional weekend to accommodate the nurse's specific vacation requests.
- 16.06 A part-time nurse scheduled to work the Saturday and Sunday of a holiday weekend will be offered the opportunity to work the holiday, if required.
- 16.07 (a) Full-time nurses presently in the employ shall continue to work preferred shifts. A change of preferred shifts will only be made by mutual consent. Rotating shifts may be implemented by mutual consent of the nurse and the Director of Nursing/Care or designate.
- (b) Part-time nurses
- All Part-time nurses will indicate their preferences to be pre-scheduled for two (2) or three (3) shifts according to seniority.
- (c) Where the Employer cannot cover a shift using casual nurses and respecting the preferences of part-time nurses, the Employer may assign the shift to part-time nurses in ascending order of seniority. Where a shift remains uncovered after exhausting casual and part-time nurses, the Employer may assign the shift to full-time nurses in ascending order of seniority notwithstanding clause (a) above
- 16.08 Innovative Scheduling
- Schedules which are inconsistent with the Collective Agreement provisions may be developed in order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources, and support cost-efficiency:
- (a) Such schedules shall be established by mutual agreement of the home(s) and the Association;
  - (b) These schedules may pertain to full-time and/or part-time employees;

- (c) The introduction of such schedules and trial periods, if any, shall be determined by the parties. Such schedules may be discontinued by either party with ninety (90) days notice.
- (d) Upon written agreement of the home(s) and the Association, the parties may agree to amend collective agreement provisions to accommodate any Innovative unit schedules;
- (e) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis, and will be brought to the attention of the Union a minimum of twenty-one (21) days prior to any changes being implemented.

#### 16.09 Regular Part-time Scheduling

Regular part-time nurses as defined in Article 1.03 will be scheduled accordingly. For the purposes of covering unpredictable shifts the following will apply:

- (a) All shifts not covered by regular scheduling will be offered as follows:
 

Regular part-time nurses on day shift who are available will be offered day shifts in order of seniority, Regular part-time nurses on evening shift who are available will be offered evening shifts in order of seniority, Regular part-time nurses on night shift who are available will be offered night shifts in order of seniority. If the shifts cannot be covered by the Regular part-time nurses on that shift, then they will be offered to available nurse's from the other two shifts in order of seniority.
- (b) It is understood that the employer is not obligated to offer shifts that will result in premium pay when there are other nurses available at regular straight time hourly rates.
- (c) If there are no regular part-time nurses available, the employer may offer shifts to casual nurses.

### **ARTICLE 17 - SALARY PLAN SCHEDULE "A"**

The salary plan as outlined in Schedule "A" shall remain in effect for the term of this Agreement.

- 17.01 A full-time nurse who has transferred to part-time or vice versa shall assume the same level on the salary grid as at the date of transfer and shall receive full credit for all paid tours accumulated since last increment advance towards the next level on the grid.
- 17.02 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Employer and the matter is not

resolved in the grievance procedure, it may be referred to Arbitration in accordance with Article 8, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Lodges and duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Association or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

- 17.03 The starting salary for new nurses shall include recognition of relevant and recent past nursing experience, and on the basis that for every one (1) year of such experience, the nurse will receive one (1) annual increment, up to and including the maximum provided in the salary scale.

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer. For full-time nurses, the Employer may also give effect to part-time nursing experience in special circumstances.

If a nurse is not registered on the first writing of the examinations, the examinations must be rewritten the next time they are offered, unless the nurse can establish, by appropriate medical certification, that he or she is medically unfit to write the examinations. In such circumstance, the nurse is required to write the examinations at the first opportunity that he or she is medically able to do so. If registration is not achieved in accordance with the policies of the College of Nurses, the nurse's employment will be terminated.

In order to recognize the incumbent nurses who were limited in their placement on hire on the salary schedule by the provision of the former contract, these nurses must make application, in writing, to the Employer providing verification of previous experience so that her/his relevant and recent past nursing experience may be determined and, once determined, the nurse will be placed on the appropriate salary grid on the basis of one (1) year of experience the nurse will receive one (1) annual increment up to and including the maximum provided on the salary scale effective the date of the Memorandum of Settlement.

Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for recent related experience will be retroactive to the nurse's date of hire. The nurse shall co-operate with the Employer by providing verification of previous experience so that her/his recent related clinical experience may be determined and evaluated during her/his probationary period. Having established the recent related clinical experience, the Employer will credit a new nurse with one (1) annual service increment for each year of experience up to the maximum of the salary grid.

- 17.04 A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the grid of the higher rated classification so that the nurse shall receive no less an increase in salary than the equivalent of one step in the salary range of the nurse's previous classification (provided that it does not exceed the salary range of the classification to which the nurse has been promoted) and the nurse shall retain the

nurse's service review date for the purpose of wage progression. A nurse who is transferred or demoted to a lower rated classification will be placed on the position in the grid (if any) which most closely recognizes the nurse's experience level recognized on the other grid.

- 17.05 (a) Any nurse who works the evening shift, as defined in Article 16.02 (a) hereof, shall receive a shift allowance of one dollar and ten cents (\$1.10) per hour for each hour worked. Effective March 31, 2007 the premium shall increase to one dollar and thirty cents (\$1.30) per hour worked.
- (b) Any nurse who works the night shift, as defined in Article 16.02 (a) hereof, shall receive a shift allowance of one dollar and thirty-five cents (\$1.35) per hour for each hour worked. Effective March 31, 2007 the premium will increase to one dollar and forty-five cents (\$1.45) per hour worked.
- (c) A nurse shall be paid a weekend premium of one dollar and forty-five cents (\$1.45) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. Effective March 31, 2007 the premium will increase to one dollar and fifty-five cents (\$1.55) per hour worked. Weekend premium will be paid in addition to shift allowance but will not be paid for overtime hours.

17.06 Responsibility

- (a) The nurse who is assigned the responsibility of charge on the evening shift and on the night shift shall receive a responsibility allowance of ten dollars (\$10.00) per shift.
- (b) Any nurse who is assigned the responsibility of being in charge on weekend day shift in the absence of the Director of Nursing/Care, or designate shall receive a responsibility allowance of ten dollars (\$10.00) per shift for each shift worked.

**ARTICLE 18 - BULLETIN BOARDS**

- 18.01 The Employer shall provide bulletin board space for the use of the Association with the approval of the Administrator.

**ARTICLE 19 - MISCELLANEOUS**

- 19.01 Where the singular is used, it may also be deemed to mean plural.
- 19.02 A photo-reduced copy of this contract will be provided by the Employer to all nurses now employed and as employed.

**ARTICLE 20 - PROFESSIONAL RESPONSIBILITY**

- 20.01 In the event that the Employer assigns a number of residents or a workload to an individual nurse or group of nurses such that the nurse or they have cause to believe

that the nurse or they are being asked to perform more work than is consistent with proper resident care, the nurse shall::

- (a) (i) Complain in writing to the Labour Management Committee within fifteen (15) calendar days of the alleged improper assignment. The chairperson of the Labour Management Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
  - (ii) Failing resolution of the complaint within five (5) calendar days of the meeting of the Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) Registered Nurses; one chosen by the Ontario Nurses' Association, one chosen by the Employer, and one chosen from a panel of independent Registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent Registered Nurses shall act as Chairperson.
  - (iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
- (b) (i) The list of Chairpersons (Assessment Committee) is attached to and forms part of this Agreement.
  - (ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

#### 20.02 Orientation

A newly employed nurse shall not be placed in charge in any area until the nurse has been fully oriented to the home and area where the nurse will work. It is agreed that an Orientation and In-Service program will be provided, reviewed and updated from time to time by members of the Labour-Management Committee as provided in Article 6.04.

20.03 The Employer will discuss with the Association issues surrounding appropriate hours of client care. The Employer will maintain the current level of staffing in the Infection Control Practitioner classification. The Nurse Practitioner classification level of staffing is contingent upon provincial funding.

### **ARTICLE 21 - EVALUATIONS**

21.01 When any type of evaluation, progress report or assessment related to performance, or nursing practice is completed for any nurse, it is understood that such nurse shall be

given an opportunity to sign the document, indicate any area of disagreement and be provided with a copy of the document.

21.02 Upon giving reasonable notice to the Employer, a nurse may review the nurse's personnel file.

21.03 Any nurse may request a letter of reference when the nurse terminates employment.

## **ARTICLE 22 – VIOLENCE IN THE WORKPLACE**

### **22.01 Definition of Violence**

Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of her/his employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual and racial harassment.

### **22.02 Violence Policies and Procedures**

The Employer agrees to develop explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations and the provision of legal counsel and support to nurses who have faced violence. The policies and procedures shall be part of the Employer's Health and Safety Policy and written copies shall be provided to each nurse.

### **22.03 Function of Joint Health and Safety Committee**

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff, including but not limited to:

- (i) developing violence policies;
- (ii) developing measures and procedures to prevent violence to staff;
- (iii) receiving, reviewing and investigating reports of violent incidents; and
- (iv) developing and implementing violence training programs.

22.04 Nurses who believe they have been dealt with contrary to the Employer's Policy are encouraged to follow the reporting procedures set out in that policy.

## **ARTICLE 23 – DURATION OF AGREEMENT**

23.01 This Agreement shall remain in force and in effect inclusive from the first day of April, 2005 until midnight the 31st day of March, 2007 and from year to year thereafter unless either party notifies the other in writing within ninety (90) days next preceding the expiry date of the Agreement of its desire to bargain with a view to the renewal, with or without modification, of this Agreement or the making of a new Agreement.

23.02 If, pursuant to such negotiations, an Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new Agreement or completion of arbitration procedures as prescribed under the Ontario Hospital Labour Disputes Act, 1965.

## SCHEDULE "A"

A.01 Increases to the salary schedule shall be retroactive and apply to all nurses in the bargaining unit as of April 1, 2001. Any new nurses hired since that date shall be entitled to a prorated adjustment to their remuneration from the date of their employment. The Employer shall be responsible to contact in writing at their last known addresses, any nurses who have since left employment to advise them of their entitlement to any retroactive adjustment within thirty (30) days of ratification. Such nurses will have a period of thirty (30) days after the mailing of the notice in which to claim such adjustments, and not thereafter. All retroactive pay shall be computed on the basis of hours paid to the nurse between April 1, 2001 and the effective date of this Agreement. Except as otherwise provided in the agreement between the parties, all of the other terms to be included in the Collective Agreement shall be effective from the date of ratification. Retroactivity will be paid within six (6) weeks of signing the Memorandum of Settlement or issuance of the Arbitration Award.

Full Time RN: Effective January 1, 2005:

The rates paid to full-time RN's shall be those set out in the Participating Hospitals Collective Agreement as of January 1, 2005.

Note: Rates of pay for all other classifications shall maintain the same percentage differential as existed on December 31, 2004 within this Collective Agreement. If there is a START Rate to level 9, then delete the START rate and begin at Level 1.

If Hospital parity results in a higher wage at any pay level within this schedule, the incumbent of the job whose current rate is higher shall be identified as being "Red Circled". Each incumbent with a designated "Red Circled" wage rate, shall continue to receive that rate until progression through the steps results in a higher hourly wage. Further, each such incumbent will continue to receive all negotiated general wage increases.

### A.02 Part-time Nurses

The hourly rate of pay for part-time nurses shall be calculated on the following formula:

$$\frac{\text{Applicable Annual Rate of the Full-time Classification} + 14\%}{1,950}$$

For the purposes of clarification, the percentage included in the above hourly rate of pay is in lieu of the following fringe benefits which are paid to full-time nurses in whole or in part by the Employer:

OHIP, The Canada Life Extended Medical Plan, Dental Plan, Life Insurance, Short Term Disability Plan, Long Term Disability Insurance and Pension Plan.

The exception to the foregoing shall be nurses who must participate in O.M.E.R.S. as a result of O.M.E.R.S. regulations. The actual amount of the Employer's contribution to the pension plan shall be deducted from the nurses' salary.

It is understood that the above percentage (%) in lieu of benefits is included in the wages of a part-time nurse.

<b>MACASSA LODGE AND WENTWORTH LODGE</b>				
<b>REGISTERED NURSE (FULL TIME)</b>				
<b>Macassa - Job Code 1328</b>				
<b>Wentworth - Job Code 1329</b>				
	<b>EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>EFFECTIVE</b>	
	<b>Apr. 1, 2005</b>	<b>Apr. 1, 2006</b>	<b>Jan. 1, 2007</b>	
<b>MN</b>	<b>37.5</b>			
1ST YEAR	23.800	24.510	24.510	
2ND YEAR	24.750	25.490	25.490	
3RD YEAR	26.060	26.840	26.840	
4TH YEAR	27.340	28.160	28.160	
5TH YEAR	28.640	29.500	29.500	
6TH YEAR	30.260	31.170	31.170	
7TH YEAR	31.870	32.830	32.830	
8TH YEAR	33.510	34.520	34.520	
9TH YEAR	35.800	36.870	36.870	
25 YEARS	N/A	N/A	37.607	
<b>REGISTERED NURSE - PART TIME (NOT ENROLLED IN OMERS)</b>				
<b>(PLUS 14% ON FULL-TIME R.N. RATE)</b>				
<b>Macassa - Job Code 1843</b>				
<b>Wentworth - Job Code 2018</b>				
	<b>EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>EFFECTIVE</b>	
	<b>Apr. 1, 2005</b>	<b>Apr. 1, 2006</b>	<b>Jan. 1, 2007</b>	
<b>MN1</b>				
1ST YEAR	27.132	27.941	27.941	
2ND YEAR	28.215	29.059	29.059	
3RD YEAR	29.708	30.598	30.598	
4TH YEAR	31.168	32.102	32.102	
5TH YEAR	32.650	33.630	33.630	
6TH YEAR	34.496	35.534	35.534	
7TH YEAR	36.332	37.426	37.426	
8TH YEAR	38.201	39.353	39.353	
9TH YEAR	40.812	42.032	42.032	
25 YEARS	N/A	N/A	42.873	
<b>REGISTERED NURSE - PART TIME (ENROLLED IN OMERS)</b>				
<b>(PLUS 8% ON FULL-TIME R.N. RATE)</b>				
<b>Macassa - Job Code 2056</b>				
<b>Wentworth - Job Code 2057</b>				
	<b>EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>EFFECTIVE</b>	
	<b>Apr. 1, 2005</b>	<b>Apr. 1, 2006</b>	<b>Jan. 1, 2007</b>	
<b>MNB</b>				
1ST YEAR	25.704	26.471	26.471	
2ND YEAR	26.730	27.529	27.529	
3RD YEAR	28.145	28.987	28.987	
4TH YEAR	29.527	30.413	30.413	
5TH YEAR	30.931	31.860	31.860	
6TH YEAR	32.681	33.664	33.664	
7TH YEAR	34.420	35.456	35.456	
8TH YEAR	36.191	37.282	37.282	
9TH YEAR	38.664	39.820	39.820	
25 YEARS	N/A	N/A	40.616	

<b>NON-REGISTERED NURSE (FULL TIME)</b>			
<b>(97.5% OF FULL-TIME R.N.)</b>			
	<b>EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>EFFECTIVE</b>
	<b>Apr. 1, 2005</b>	<b>Apr. 1, 2006</b>	<b>Jan. 1, 2007</b>
<b>NR</b>			
1ST YEAR	23.205	23.897	23.897
2ND YEAR	24.131	24.853	24.853
3RD YEAR	25.409	26.169	26.169
4TH YEAR	26.657	27.456	27.456
5TH YEAR	27.924	28.763	28.763
6TH YEAR	29.504	30.391	30.391
7TH YEAR	31.073	32.009	32.009
8TH YEAR	32.672	33.657	33.657
9TH YEAR	34.905	35.948	35.948
25 YEARS	N/A	N/A	36.667
<b>NURSE PRACTITIONER</b>			
<b>Macassa - Job Code 2520</b>			
<b>Wentworth - Job Code 2521</b>	<b>EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>EFFECTIVE</b>
	<b>Apr. 1, 2005</b>	<b>Apr. 1, 2006</b>	<b>Jan. 1, 2007</b>
<b>NP</b> <b>35</b>			
1ST YEAR	32.562	33.533	33.533
2ND YEAR	33.517	34.519	34.519
3RD YEAR	35.508	36.571	36.571
4TH YEAR	37.412	38.534	38.534
5TH YEAR	39.219	40.397	40.397
6TH YEAR	41.551	42.801	42.801
7TH YEAR	43.819	45.139	45.139
8TH YEAR	46.063	47.451	47.451
9TH YEAR	49.331	50.805	50.805
25 YEARS	N/A	N/A	51.821
<b>INFECTION CONTROL PRACTITIONER</b>			
<b>Job Code - 4014</b>	<b>EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>EFFECTIVE</b>
	<b>Apr. 1, 2005</b>	<b>Apr. 1, 2006</b>	<b>Jan. 1, 2007</b>
<b>ICP</b> <b>37.5</b>			
1ST YEAR	25.519	26.280	26.280
2ND YEAR	26.536	27.329	27.329
3RD YEAR	27.941	28.277	28.277
4TH YEAR	29.314	30.193	30.193
5TH YEAR	30.706	31.628	31.628
6TH YEAR	32.444	33.420	33.420
7TH YEAR	34.171	35.200	35.200
8TH YEAR	35.930	37.013	37.013
9TH YEAR	38.379	39.526	39.526
25 YEARS	N/A	N/A	40.317

## **LETTER OF UNDERSTANDING – JOB SHARING**

The Employer and the Association agree to enter into dialogue regarding the concept of job sharing and how it might be implemented should there be a need or desire of either party to do so.

## **LETTER OF UNDERSTANDING – BRIDGING**

Bridging forms will be signed upon hiring. With respect to current nurses, the Employer will ensure all nurses have the opportunity to sign the appropriate bridging forms.

### W.S.I.B.

The Employer agrees that it will continue payment to those nurses who file for W.S.I.B. at the rates of pay that would have been paid by the Workplace Safety and Insurance Board. Such payment shall not take place unless the nurse signs the bridging contract and waiver form as provided by the Employer. Such form shall direct repayment of any funds advanced to cover the bridging period to be paid directly to the Employer. Approved Bridging forms will be supplied by the Employer and signed upon hiring. The Employer will ensure all nurses have had an opportunity to sign the appropriate bridging forms. At such time as the claim is decided by W.S.I.B. payment will revert to direct payment from W.S.I.B.

### LTD

The Employer agrees that it will continue sick benefit payment to those nurses who file for LTD until such time as the claim is decided. Such payment is conditional on the nurse taking every reasonable step to provide necessary medical support for the claim in a timely fashion.

Further, such payment shall not take place unless the nurse signs the approved bridging contract and waiver form as provided by the Employer. Such form shall direct repayment of any funds advanced to cover the bridging period to be paid directly to the Employer. Approved bridging forms will be supplied by the Employer and signed upon hiring. The Employer will ensure all nurses have had the opportunity to sign the appropriate bridging forms.

In the event the carrier denies a nurse's claim for LTD, such dispute shall be submitted to arbitration at the earliest possible opportunity.

## LETTER OF UNDERSTANDING – CHARGE NURSE

The parties agree that the following principles will apply when dealing with Charge Nurses:

- (1) New scheduling will ensure optimum care of residents
- (2) The parties agree to recognize a need for a balance of work and home life for employees
- (3) Registered Nurses will exercise their role as leaders
- (4) Full time nurses working days will be titled "Charge Nurse" and will be scheduled to work one (1) weekend in three (3) in Wentworth Lodge and one (1) weekend in five (5) at Macassa Lodge
- (5) Weekend shifts will be covered by a complement that includes Charge Nurses in accordance with paragraph 4
- (6) Part-time nurses will be regularly scheduled to cover Charge nurses' days off
- (7) Charge nurses will be compensated ten dollars (\$10.00) per shift for performance of unique duties
- (8) When responsibility pay applies apart from situations covered by paragraph 7 above, it will be paid according to article 17.06 (b)
- (9) Other than as noted in this agreement, all other provisions of the Collective Agreement including those regarding hours of work, shifts and premiums remain in effect
- (10) The employer agrees to post for casual nurses as required
- (11) The City will maintain at least the equivalent to the bargaining unit RN Charge Nurse positions (Wentworth Lodge - 3, Macassa Lodge - 5) that are presently in effect, for the duration of this Collective Agreement unless the City cannot reasonably maintain this commitment due to a decrease in Provincial funding. Subject to the above, current incumbents have the right to remain in their positions.

Either party may give notice to re-negotiate this agreement during the term of the contract. In the event the parties are unable to resolve their dispute, it shall be referred to arbitration using the processes under HLDAA.

## **MEMORANDUM OF UNDERSTANDING**

In addition to the above language that will be included into the Collective Agreement, this Memorandum confirms the understanding of the parties that;

- (1) Nurses laid off under article 10.02 have bumping rights.
- (2) The Association will be raising the Price Waterhouse Coopers Report in its' discussions under Article 20.03.

## **LIST OF CHAIRPERSONS**

### Assessment Committee

Ms. Elizabeth M. Ada  
Director, Human Resources  
Services  
Algonquin College of Applied Arts &  
Technology  
1385 Woodroffe Avenue  
NEPEAN, Ontario K1S 0C5

Ms. Gail Ouellette  
Director, Occupational Health & Employment  
North York General Hospital  
4001 Leslie Street  
NORTH YORK, Ontario M2K 1E1  
TEL: 416-758-6008 FAX: 416-758-6738

Ms. Patricia Lang  
Vice-President  
Georgian College of Applied Arts  
One Georgian Drive  
BARRIE, Ontario L4M 3X9

Ms. Darlene Steven  
Associate Professor, School of Nursing  
Lakehead University  
955 Oliver Road  
THUNDER BAY, Ontario P7B 5E1

## **SUMMARY OF BENEFITS**

### **THE CITY OF HAMILTON**

#### **REGISTERED NURSES MACASSA/WENTWORTH – ACTIVE**

**GROUP NUMBER: 6500T**

#### **Benefits Underwritten By Manulife Financial Insurance Company**

The benefits described in the enclosed literature are available to you and your eligible dependents subject to the following provisions:

#### **ELIGIBLE EMPLOYEES**

All employees who are eligible, will be insured, based on the terms of the Association agreement with the City of Hamilton.

#### **ELIGIBLE DEPENDENTS**

Dependents (if applicable) include:

- (i) your spouse or common-law spouse;
- (ii) unmarried, unemployed children under the age of 22 years, including newborns;
- (iii) unmarried, unemployed dependent children to any age who are incapable of self sustaining support or employment by reason of mental or physical disability;
- (iv) unmarried, unemployed dependent children over 22 but under 25 years of age in full-time attendance at a school, college or university.

#### **CHANGES IN BENEFIT COVERAGE**

Due to:           Marital status  
                      Name change  
                      Dependent coverage under iii) or iv) above

Should be directed to the Human Resources Centre.

#### **INQUIRIES ON BENEFIT COVERAGE**

For details of your plan, contact the Benefit Section of the Human Resources Centre.

#### **HEALTH BENEFITS**

#### **EXTENDED HEALTH BENEFITS (EHB)**

Deductible – Nil.  
100% reimbursement of eligible charges.

## **Prescription Drugs**

Deductible – Nil.

100% reimbursement of eligible charges limited to the amount shown in the drug price listing (Drug Benefit Price, previously known as the Best Available Price), plus 10%.

The maximum amount allowable for a prescription drug dispensing fee is \$7.00 per prescription.

Paramedical Services – maximum amount allowed:

(a) **Clinical Psychologist:**

First visit	- up to \$35.
Subsequent visits	- up to \$20. per hour
Maximum amount allowable	- \$200. per person per calendar year

(b) **Registered Masseur:**

Per treatment	- up to \$7.
Maximum number of treatments	- 12 per person per calendar year

(c) **Speech Pathologist:**

Maximum amount allowable	- \$200. per person per calendar year
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## **Hearing Aids**

Deductible – Nil.

100% reimbursement up to a lifetime maximum of \$300.

## **Vision**

Deductible – Nil.

100% reimbursement up to a maximum \$300. per 24 consecutive months per nurse and the nurse's dependents, plus one eye exam per insured person every 24 months up to \$100 per insured person.

## **Plus**

A lifetime maximum of \$200. for contact lenses required to correct visual acuity to 20/40.

**EHB Overall Maximum - Unlimited**

## **DENTAL BENEFITS**

### **Current ODA Fee**

Deductible – Nil.

Co-payment:

Basic Services – 100% reimbursement of eligible charges up to the amount specified in the applicable Fee Guide

Major Services and Orthodontic Services – 50% reimbursement of eligible charges up to the amount specified in the applicable Fee Guide.

Maximums:

**Basic Services** – Nil.

**Major Services** - \$1,000 combined maximum per benefit year.

**Orthodontic Services** – Lifetime maximum of \$1,500 per dependent child to the age of 18 or until completion of secondary school whichever is later or up to the age of 25 if they are attending a post secondary institution.

**Fee Guide** – Current Ontario Dental Association Fee Guide for General Practitioners.

### **Note:**

A calendar year is January 1 to December 31.

A benefit year is any period of 12 consecutive months beginning from the date on which the first eligible expense is incurred.

Your group health and dental benefit plan is underwritten by Manulife Financial Insurance Company. However, we conduct business under the name “Liberty Health”. Where statements of a contractual nature are included in this brochure, you will see the underwriter named. In all other cases, you will see references to Liberty Health.

## **TERMINATION OF BENEFITS**

Coverage for you and your dependents will cease on the earliest of:

- the date your employment terminates;
- the date on which you early retire under the criteria of your pension plan.

Benefits will be available under the Retiree group to any employee meeting the following criteria;

A former employee who:

- (a) retired from the Employer under the OMERS 90 factor; or,
- (b) retired from the Employer on an early OMERS pension, is between the ages of 55 and 65, and, at the date of retirement had twenty (20) continuous years of employment with the Employer; or,
- (c) was terminated after April, 1, 1996 for non-disciplinary reasons, while in receipt of LTD benefits:

is eligible for the following benefits,  
 Extended Medical Plan  
 Dental Plan  
 Vision Plan

subject to the conditions that,

- (i) these benefits will only be provided if similar coverage is not available to the former employee from another source; and
- (ii) these benefits will terminate on the last day of the month in which the former employee attains the age of 65 years; and,
- (iii) these benefits terminate upon the death of the former employee; and,
- (iv) in the case of a former employee while on LTD benefits, these benefits terminate at the same time as their LTD benefits; and,
- (v) benefits will be provided in accordance with the terms of the Plans as they exist from time to time.

- the date of your normal retirement date, death, change in classification;
- the termination date of the Group Contract.

## **EXTENSION OF COVERAGE – DISABILITY EXTENDED HEALTH BENEFITS**

In the event of termination of employment and the employee or one of his dependants is disabled, coverage will continue for that individual provided premiums are paid, for up to 90 days.

## **CLAIMING BENEFITS**

### **Assignment of Benefits to the Provider**

In cases where your group benefit plan permits direct payments to providers, you may wish to assign benefits to the provider of the service (e.g. pharmacist, dentist, optician). If assignment is acceptable to the provider, present your Identification Certificate and the provider will bill Liberty Health directly. No claim forms are necessary.

### **Direct Claims Submission**

Claims submitted directly to Liberty Health must include original receipts and a completed claim form including the following: your name and complete address; your group and identification numbers; group name; claimant's date of birth; dependent's name (if claim is on behalf of a dependent or spouse) plus relationship to you. Drug claims must indicate the prescription number, name, strength and quantity of the drug plus the drug identification number.

**Claims should be submitted to:** Liberty Health, Liberty Centre, 3500 Steeles Avenue East, Markham, Ontario L3R 0X4.

Written proof of claim must be received by Liberty Health not later than the end of the calendar year following the year in which the claim was incurred. On termination of a person's coverage for any reason, written proof of claim must be received not later than 90 days following the date of such termination.

## **COORDINATION OF BENEFITS**

Your Liberty Health plan includes a Coordination of Benefits provision. If you have similar benefits through any other insurer, the amount payable through this plan shall be coordinated as follows, so that payment from all benefit plans does not exceed 100 percent of the eligible expense. Where both spouses of a family have coverage through their own employer benefit plans, the first payer of each spouse's claims is their own employer's plan. Any amount not paid by the first payer can then be submitted for consideration to the other spouse's benefit plan (the second payer).

Claims for dependent children should be submitted first to the benefit plan of the spouse who has the earlier birthday in a calendar year, and second to the other spouse's benefit plan. When submitting a claim to a second payer, be sure to include payment details provided by the first payer.

## **CONVERSION**

When you or your dependent leave the group, application may be made for conversion to an individual plan. Application for conversion to an individual plan must be made within 30 days of leaving the group.

## **EHB (EXTENDED HEALTH BENEFITS)**

The benefits described below are available to you through Manulife Financial Extended Health Benefits.

Refer to the "Summary of Benefits" for information regarding reimbursement of this benefit.

## **GENERAL INFORMATION**

- No medical examination is required.
- Benefits apply anywhere in the world. Reimbursement will be in Canadian funds up to the reasonable and customary charges for the services received, plus the rate of exchange if any, as determined by Manulife Financial from the date of the last service provided.
- Pre-existing conditions are covered from the moment the Agreement takes effect, except for dental care as a result of an accident.

## **BENEFITS**

- (1) **GENERIC DRUGS:** Formulary Three: Drugs purchased on the prescription of a medical doctor or dentist, which a pharmacist would not normally dispense without a prescription, including injected allergy sera and insulin, needles, syringes and test-tape for use by diabetics. Smoking cessation aids (transdermal patches and nicotine gum only) are limited to a 3 months supply per person, once only. Benefits are not payable

for vitamins or vitamin preparations (unless injected) or drugs not approved for legal sale to the general public in Canada. The name, strength and quantity of the drug must be shown on all receipts.

In any event, the amount payable for all eligible drugs and medicines for which an interchangeable generic equivalent is available will be limited to the lower of the actual cost or the lowest cost generic equivalent.

- (2) **PRIVATE NURSING:** Charges for private nursing services which require, and can only be performed by a Registered Nurse (RN) or Registered Practical Nurse (RPN); when such services are provided in the home by a Nurse who is registered in the jurisdiction in which the services are performed and is not a relative of the patient. Nursing services must be certified medically necessary by the attending physician. Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario, are not included.

An "Authorization Form for RN Services" must be completed by the attending physician and submitted to Liberty Health. When the services are extended for more than 30 days, prior approval must be obtained from Manulife Financial on a monthly basis.

- (3) **PHYSIOTHERAPY:** Charges for the services of a licensed or registered physiotherapist who does not have an agreement with the Ontario Health Insurance Plan (OHIP) for payment of his/her services.

- (4) **DIAGNOSTIC SERVICE:** Diagnostic services performed in a hospital or licensed medical laboratory.

- (5) **ACCIDENTAL DENTAL:** Dental care for natural teeth necessitated by a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Payment will be made up to the fees set out in the Ontario Dental Association suggested Fee Guide for General Practitioners in effect on the date of treatment. The replacement of natural teeth will be limited to \$500 per accident.

**Predetermination of Benefits and Alternate Benefit Provision** – Prior to beginning dental treatment which will involve the use of crowns, bridges and/or dentures and which is expected to cost \$300 or more, you must obtain from your dentist and submit to Liberty Health a treatment plan outlining the details of the accident, any relevant x-rays, pre-accident condition of the teeth, planned treatment and cost.

Approval of the treatment plan must be obtained from Manulife Financial prior to commencement of treatment (except for emergency treatment required to alleviate pain). After reviewing the treatment plan, you will be advised of the amount payable by Manulife Financial. Where a range of fees, individual consideration or laboratory charges are included, Manulife Financial will determine the amount payable.

There are many ways to treat a particular dental problem or condition and the cost of different procedures, services, courses of treatment and materials may vary considerably. Manulife Financial may determine that payment for a less expensive procedure which will provide satisfactory results may be made towards the cost of a

procedure selected by you and your dentist. The difference between the amount payable by Manulife Financial and the dentist's charge is your responsibility.

- (6) **PROSTHETIC APPLIANCES:** Purchase of the following items when authorized in writing by the patient's attending physician: standard type artificial limb or eye, splints, trusses, casts, cervical collars, braces (excluding dental braces), catheters, urinary kits, external breast prostheses (following mastectomies), ostomy supplies (where a surgical stoma exists) and corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery). Custom-made orthopaedic boots or shoes, adjustments to stock item footwear and custom moulded foot orthoses (orthotics) are subject to a combined maximum of \$500 per person per calendar year. This maximum does not apply to dependent children.

The purchase of a cystistat kit will be considered an eligible expense when a pre-authorization is completed by the attending physician, outlining the diagnosis and recommended course of treatment. The patient will be re-evaluated after the eighth treatment and additional pre-authorization must be obtained if further treatment is required. This benefit is limited to one course of treatment.

- (7) **VISION:** Payment will be made towards the purchase of new or replacement eyeglasses or contact lenses for you or an eligible dependent, when prescribed by your doctor, ophthalmologist or optometrist. Charges to repair existing frames or lenses are also covered. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for industrial safety glasses, or expenses covered by the Workers' Compensation Board or any government plan.
- (8) **HEARING AIDS:** Payment will be made towards the purchase of a hearing aid when prescribed by a licensed physician or hearing specialist. Eligible charges include the cost of repairs and initial batteries. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for ear examinations, tests or replacement batteries.
- (9) **DURABLE MEDICAL EQUIPMENT:** Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, apnea monitors, compressors and nebulizers, oxygen set, respirator (a device to provide artificial respiration), standard-type wheelchair and wheelchair repairs.
- (10) **MEDICAL SERVICES AND SUPPLIES:** Bandages or surgical dressings, blood transfusions, plasma, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.
- (11) **AMBULANCE:** Licensed ground and air ambulance services (the difference between the government agency allowance and the customary charge).
- (12) **PARAMEDICAL SERVICES:** Services of the following registered/certified practitioners up to the maximums shown on the "Summary of Benefits" pages:
- (a) Clinical Psychologist;
  - (b) Masseurs – when the patient's attending physician authorizes in writing that such treatment is necessary;

(c) Speech Pathologists – when the patient’s attending physician or dentist authorizes in writing that such treatment is necessary.

(13) **EMERGENCY TREATMENT – OUT OF PROVINCE:** Payment will be made for the following reasonable and customary charges incurred for emergency treatment while traveling or temporarily residing outside your province of residence, and which are in excess of the provincial health plan allowance:

- room and board in a licensed hospital up to ward level
- hospital services and supplies
- diagnosis and treatment by a physician or surgeon.

## **LIMITATIONS**

Extended Health Benefits are not payable for:

- Services normally paid through any provincial hospital plan, any provincial medical plan, WSIB, other government agencies or any other source.
- Services provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, health spa, or when a patient is confined to a nursing home or home for the aged and receives Ontario government assistance.
- Dental care (except as outlined under “Benefits”).
- Rest cures, travel for health reasons, insurance examinations or services or supplies for cosmetic purposes.

## **DENTAL BENEFITS**

The following provides a general description of the benefits available to you and your eligible dependents under this dental plan. A complete list of the specific procedures (and applicable limitations) can be found in the Master Contract held by your Employer.

Payment for eligible benefits will be based on the monetary rates shown in the Dental Association Fee Guide applicable to your group plan.

Refer to your Summary of Benefits for information regarding any deductible, co-payment or maximum benefit amounts.

## **BENEFITS**

### **BASIC SERVICES**

**Examinations** – includes complete and recall oral examinations twice per calendar year for persons up to and including age 12 and once every 9 months for persons over age 12.

**Consultations** – with patient or with a member of the profession.

**Radiographs** – includes complete series intra oral films once every 24 months, panoramic films, and bitewing films twice per calendar year for persons up to and including age 12 and once every 9 months for persons over age 12.

**Diagnostic Services** – includes bacteriologic tests, biopsy and cytological tests.

**Preventive Services** – space maintainers (for dependent children); pit and fissure sealants; scaling; fluoride treatment; polishing (one unit of time twice per calendar year for persons up to and including age 12 and one unit of time every 9 months for persons over age 12). The following benefits are provided twice per calendar year for persons up to and including age 12 and once every 9 months for persons over age 12: preventive recall packages, oral hygiene instruction and reinstruction.

### **Fillings**

**Extractions** – includes root extractions

### **Anesthesia**

**Endodontic Services** – includes root canal therapy, surgical and emergency services.

**Periodontic Services** – includes periodontal surgery, root planing and occlusal equilibration.

### **Denture Repairs, Adjustments, Relining/Rebasing**

**Surgical Services** – includes surgical incision/excision and frenectomy.

**In-office and Commercial Laboratory Charges** – when applicable to the covered benefits.

## **MAJOR SERVICES**

**Complete and/or Partial Dentures** –(once every 5 years).

**Restorative Services** – includes post/core, crowns, inlays/onlays.

**Fixed Prosthodontic Services** – (once every 5 years) – includes bridgework.

**In-office and Commercial Laboratory Charges** –when applicable to the covered benefits.

## **ORTHODONTIC SERVICES (for dependent children to age 18.)**

**Orthodontic Services** – includes observation, adjustments, orthodontic appliances and major orthodontic treatment.

**In-office and Commercial Laboratory Charges** – when applicable to the covered benefits.

### **Orthodontic Treatment**

Prior to the commencement of orthodontic treatment, your dentist must prepare a report outlining the details with respect to malocclusion, diagnosis, proposed treatment and applicable fees. This treatment plan must be forwarded to Liberty Health for review to establish the extent of the payable benefit.

## **PREDETERMINATION OF BENEFITS AND ALTERNATE BENEFIT PROVISION – Crowns, Bridgework, Dentures**

Prior to beginning dental treatment which will involve the use of crowns, bridges and/or dentures and which is expected to cost \$300 or more, you should obtain from your dentist and submit to Liberty Health a treatment plan outlining the procedures and charges. Your dentist may be requested to submit any relevant x-rays.

Approval of the treatment plan should be obtained from Manulife Financial prior to commencement of treatment. After reviewing the plan, you will be advised of the amount payable by Manulife Financial. Where a range of fees, individual consideration or laboratory charges are included, Manulife Financial will determine the amount payable. The approved estimate will be honoured for a period of twelve months from the date of approval.

There are many ways to treat a particular dental problem or condition and the cost of different procedures, services, courses of treatment and materials may vary considerably. Manulife Financial may determine that payment for a less expensive procedure which will provide satisfactory results, may be made towards the cost of a procedure selected by you and your dentist. The difference between the amount payable by Manulife Financial and the dentist's charge is your responsibility. If you do not submit a treatment plan, Manulife Financial reserves the right to pay benefits based on the less expensive procedure which will provide satisfactory results.

### **BENEFITS ARE NOT PAYABLE FOR:**

- Services or supplies not listed under Benefits.
- Services or supplies for cosmetic purposes.
- Charges for procedures or appliances connected with implants.
- Services or supplies related to Temporomandibular Joint problems.
- Charges incurred as a result of conditions arising from war, whether or not war was declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces.
- Charges incurred as a result of self-inflicted injury.
- Charges incurred while committing, or attempting to commit, directly or indirectly, a criminal act under legislation in the jurisdiction where the act was committed.
- Charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical files.
- Charges for procedures in excess of those stated in the Fee Guide for General Practitioners, as shown on your Identification Certificate.
- Services or supplies covered by any government plan.
- Services completed after termination of coverage.

## APPENDIX "A"

### **Annual Vacation Entitlement which existed in the Macassa/Wentworth Lodge Collective Agreement between The City of Hamilton and Ontario Nurses' Association dated April 01, 1998 to March 31, 2001.**

Employees employed on the date of ratification (December 15, 2004) shall continue to earn vacation at the rates set out in the 1998-2001 Collective Agreement until such time as this Collective Agreement provides a vacation benefit equal or greater to the 1998-2001 Collective Agreement.

#### **ANNUAL VACATIONS ENTITLEMENTS IN EFFECTIVE MARCH 31, 2001:**

##### Full-time Nurses

Column I	Column II
1 year	4 weeks and 2 days and thereafter
15 years	5 weeks and 2 days and thereafter
18 years	5 weeks and 3 days and thereafter
19 years	5 weeks and 4 days and thereafter
20 years	6 weeks and thereafter
21 years	6 weeks and 1 day and thereafter
23 years	6 weeks and 2 days and thereafter
27 years	7 weeks and 2 days and thereafter

##### Part-time Nurses

Column I Years of Service	Column II Vacation Time	Column III Vacation Pay
1 year	4 weeks	8.0%
15 years	5 weeks	10.0%
18 years	5 weeks and 1 day	10.4%
19 years	5 weeks and 2 days	10.8%
20 years	5 weeks and 3 days	11.2%
21 years	5 weeks and 4 days	11.6%
23 years	6 weeks	12.0%
27 years	7 weeks	14.0%

VACATION PAY ENTITLEMENT ON RETIREMENT OR ON SEPARATION  
FROM SERVICE

<u>Vacation Qualification</u>	<u>Vacation Pay</u>
7 weeks	14.0%
6 weeks	12.0%
5 weeks and 4 days	11.6%
5 weeks and 3 days	11.2%
5 weeks and 2 days	10.8%
5 weeks and 1 day	10.4%
5 weeks	10.0%
4 weeks	8.0%

## **APPENDIX "B"**

### **INCOME PROTECTION PLAN**

This Plan is comprised of two parts:

- (1) Short Term Income Protection Plan
- (2) Long Term Income Protection Plan

NOTE: This is a Plan description and final details of the Long Term Income Protection Plan will be subject to acceptability of the Insurance Company.

The Employers will be responsible respectively only for the arranging of a contract to provide benefits, but the final terms of the Plan will be found in the Master Contract as the governing document.

The Plan was Effective January 1, 1982, revised January 1, 1990 and November 1, 1997.

### **SECTION A**

#### **(1) INTRODUCTION TO INCOME PROTECTION PLAN**

The following Plan is designed to provide the Employee with an income if he/she cannot perform his/her normal duties due to illness/non-occupational injury during both short and long term disabilities. This Plan replaces the Cumulative Sick Leave Allowances Program and is not intended to duplicate or replace and Worker's Compensation Benefits. Provision is included under the Short Term Income Protection Plan to "top up" awards from the Workers' Compensation Board from an Employee's cumulative sick leave plan credits to 100% of earnings. An Employee will be paid while he/she is disabled until the earlier of:

- (a) the Employee returns to work; or
- (b) the Employee retires, either at the normal retirement age or opts to retire early; or
- (c) the Employee exhausts his/her entitlements under either of the plans; or
- (d) the Employee dies.

#### **(2) DEFINITIONS**

##### **Employee:**

For the purposes of this plan an Employee is one who is either full time non-union or unionized and covered by a contractual union agreement which includes the Income Protection Plan and who has completed his/her probationary period.

**Employee - New:**

A new Employee is one who has not completed his/her probationary period.

**Short Term Disability:**

This is defined as a period of disability resulting from illness/non-occupational injury as determined by a qualified medical practitioner, which prevents an Employee from attending his/her regular work and which extends for a period of not more than twenty-six (26) weeks.

**Long Term Disability:**

This is defined as a period of disability resulting from illness/non-occupational injury as determined by a qualified medical practitioner, which prevents an Employee from attending work and which extends for a period of more than twenty-six (26) weeks.

**Pay:**

For purposes of this Plan, a week's pay for hourly paid Employees shall be the basic hours worked per week multiplied by the Employee's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime, or other increments.

**SECTION B**

**SHORT TERM INCOME PROTECTION PLAN**

- (3) (i) Short term coverage will apply to disabilities lasting up to twenty-six (26) weeks and pay will be continued in accordance with the following
  - (a) Employees hired on or after November 1, 1997 shall be entitled to Short Term coverage as follows:  
  
From date of eligibility until completion of one year of service -15 weeks at 66 2/3% of pay.  
  
Upon completion of the 1st full year of service -26 weeks at 66 2/3% of pay.
  - (b) All employees, who have completed at least one full year of service, shall accrue entitlement to short-term income protection at 100% of pay, in increments of working weeks, at the rate of one week of 100% benefit for each 12 month absence-free period.  
  
Completion of the 12 month periods will be measured on the basis of a rolling calendar beginning initially on the date of ratification (for all employees with at least one (1) year of service as of that date) and continuing subsequently from the date of return to work from each and every successive absence.

For new employees, the rolling calendar will begin initially upon their completion of one (1) year of service from date of eligibility.

- (c) Employees hired before November 1, 1997 shall have previously accrued 100% entitlements frozen as existing on November 1, 1997.
- (d) Absences extending for a time frame beyond that for which accrued 100% weeks are available, are covered at 66 2/3% of pay.
- (e) An employee who is not present at work on becoming eligible, will commence coverage following his/her return to work.

Where available, sick leave credits may be used to extend the payment of 100% weeks.

- (ii) Payments from the previous-noted schedule will be made on the following basis with the provision that any absence due to illness/non-occupational injury will constitute an occasion:
    - (a) from the first day of absence for the first two occasions of absence in a calendar year, and
    - (b) from the second day of the third absence in the calendar year, and
    - (c) from the third day of the fourth absence in the calendar year, and
    - (d) from the fourth day of the fifth and subsequent absences in a calendar year.
  - (iii) Where available, sick leave credits may be used to replace the unpaid days as provided for in (b), (c), and (d) above.
  - (iv) When an Employee can demonstrate to the Employer that he/she can only attend his/her physician as part of regular ongoing treatments during the day, the absences shall collectively constitute one occasion for the purposes of this plan. In order for this to occur, the Employee must provide the Employer with documentation from his/her physician at the commencement of the ongoing treatment program, outlining the anticipated schedule for treatments, including dates when the series will likely commence and cease.
  - (v) An Employee shall be provided up to two one-half (1/2) day absences for doctor appointments in any calendar year. Each of these one-half (1/2) day absences shall not constitute an occasion for the purpose of this plan.
- (4) (i) Payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability.
- (a) Successive absences due to the same or a related cause will be considered as one continuous period of disability unless separated by return to active employment for a period of three (3) months.
  - (b) A disability due to a different cause will be considered a new period after a return to active employment for one month.

- (5) (i) No benefits will be payable during a period of pregnancy leave of absence to which an Employee is entitled under the Employment Standards Act, or during any such longer period of pregnancy leave for which the Employee has applied and been approved by the Employer.
- (ii) Short term disability payments will be offset by any disability benefits payable to the Employee from the Canada Pension Plan.
- (iii) An Employee who is engaged in outside employment apart from his/her employment with the Corporation/Region is not entitled to any benefits under the provisions of the Short Term Income Protection Plan for any occupational injury or sickness sustained during such periods of outside employment
- (iv) The Employer will continue to pay fringe benefits costs including Dental, O.H.I.P., Extended Medical benefits, Life Insurance, etc., and any other applicable benefits negotiated as long as the employee remains qualified to receive STD or LTD benefits or until his/her 65th birthday, whichever comes first. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

### **REGULATIONS**

- (6) (i) An Employee shall, on the first day of illness/non-occupational injury, report or cause to report such illness/non-occupational injury to his/her Department Head or Supervisor.
- (ii) An Employee who fails to report on the first day that he/she is absent from work due to illness/non-occupational injury shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
- (iii) Upon receiving notice of an Employee's illness/non-occupational injury, the Department Head or Supervisor shall, on the same day, report such illness/non-occupational injury on the Daily Absence Status Report as provided by the Commissioner of Human Resources.
- (iv) An Employee whose illness/non-occupational injury extends to the sixth working day shall, on or before the sixth working day, file a claim form with the Department Head or Supervisor. The cost for completion of the form shall be the responsibility of the employee.
- (v) Where the Department Head or Supervisor has reason to believe that absence of the Employee was not due to illness/non-occupational injury, the Department head may demand a claim form for one day of absence.
- (vi) An Employee whose illness/non-occupational injury extends to fifteen (15) consecutive working days shall, on the fifteenth (15th) day and for every subsequent fifteen (15) working days, file a claim form with his/her Department Head or Supervisor.

- (vii) An Employee failing to file a claim form pursuant to Regulation (iv) or Regulation (v) or Regulation (vi) shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
- (7) The Head of a Department is responsible for reporting to the Commissioner of Human Resources all cases of illness/non-occupational injury, periods of lay-off, termination of service, and absenteeism relative to administration of the Income Protection Plan.
- (8) The Commissioner of Human Resources
  - (a) shall keep a record of all sick leave and accumulated credits and
  - (b) shall notify those responsible-for Department payrolls, when an Employee is not, or has ceased to be eligible for sick leave benefits.
- (9) On retirement or death of an Employee the Commissioner of Human Resources shall advise those responsible for Department payrolls of the number of days of cumulative sick leave standing to the credit of an Employee at the date of his/her retirement or death.

## SECTION C

The City of Hamilton

Claims for Income Protection  
(Short Term)

Forward Completed Form to:

<p><b><u>Mailing Address:</u></b></p> <p>Return to Work/Work Accom. Human Resources 71 Main Street West HAMILTON, ON L8P 4Y5</p>
--

<p><b><u>Physical Address</u></b></p> <p>Return to Work/Work Accom. Human Resources Standard Life Building 120 King Street West, 11<sup>th</sup> Floor HAMILTON, ON L8P 4V2</p> <p><b>Fax : 905-546-4174</b></p>
--

- Instructions:**
1. Please Print.
  2. Part 1 to be completed by patient.
  3. Part 2 to be completed by physician.
  4. Any charge for completing this form is the patient's responsibility.
  5. Following the claims decision, this document will be forwarded to the appropriate Return to Work/Work Accommodation Specialist and the Director of Employee/Labour Relations, and will become part of the Employee's confidential health record separate from the Employee's personnel file..
  6. Claims Forms are required to be submitted as per the Collective Agreement or otherwise as directed by the Employer.
  7. Both Part 1 and 2 must be completed **in full** before S.T.D. payments can be authorized

Personal information contained on this form is collected under the authority of the Municipal Act, R.S.O. 1990, c. M.45, and will be used a) by the Claims Section, independent medical, or Long Term Disability Carrier to determine eligibility for disability benefits and b) Return to Work/Work Accommodation Services and the Director of Employee and Labour Relations to evaluate work accommodation alternatives. Questions about this collection should be directed to the Director of Labour Relations

**PART 1 EMPLOYEE STATEMENT - TO BE COMPLETED PRIOR TO SUBMITTING TO PHYSICIAN (please print)**

1. Name:	Department:	Employee No:
2. Start of Present Absence: (day/month/year)	Is This Absence a Result of a Workplace Accident/Incident? [ ] Yes [ ] No	
3. Occupation/Title:	Physical Effort Required: [ ] light [ ] moderate [ ] heavy	

**Employee Authorization:** The above information is accurate to the best of my knowledge, and I hereby authorize my physician to release the following and subsequent information to the Human Resources Centre in respect to my claim for short term disability benefits.

Employee Signature \_\_\_\_\_ Date: (day/month/year) \_\_\_\_\_

**PART 2 ATTENDING PHYSICIAN'S STATEMENT (incomplete information will result in the Employee being non-paid) (please print)**

1. Diagnosis of present condition: (if a psychiatric condition is identified, diagnosis MUST make reference to DSM IV criteria) a) primary	
b) Additional conditions or complications which might affect duration of absence from work	
2. To the best of your knowledge: a) indicate when symptoms first appeared or accident happened (day/month/year)	b) has patient had same or similar condition [ ] No [ ] Yes, please state when and describe
3. Is condition due to injury or sickness arising out of patient's employment: [ ] Yes [ ] No [ ] Unknown	
4. Date of hospital in-patient admission (day/month/year)	Date of discharge (day/month/year)
5. Nature of treatment (e.g. date and type of surgery)	
6. a) If patient was referred to you, give name of referring physician.	b) If you have referred patient to a specialist, give name(s) of physicians

7. a) Date of first visit during present period of absence from work (day/month/year)	b) Date of latest attendance (day/month/year)
--	---

c) Were you actively supervising this patient's care during the full period  
 No, comment in remarks  
 Yes, state frequency of visits     Weekly     Monthly     Other (specify)

8. a) To the best of my knowledge, indicate period patient has been unable to work at own occupation as a result of present condition From (day/month/year)	To (day/month/year) inclusive
--	-------------------------------

b) If still unable to work, give apprx. date patient should be able to return <b>OR</b> the estimated number of weeks before possible return (day/month/year)	
--	--

9. The Employer has a proactive work accommodation policy. In light of your response to Part 2 No. 8, above, is this Employee capable of performing their regular or modified duties at the present time?

No, (please provide explanation, e.g. nature of restrictions, limitations)

Modified Duties (please provide explanation, e.g. nature of restrictions, limitations)

Regular Duties

10. Remarks - Please provide comments and further details which you feel would be helpful

Name of Attending Physician (please print)	Speciality	Telephone No.
Address (number, street, city, province, postal code)		Fax No.

Signature	Date (day/month/year)
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## SECTION D

### LONG TERM DISABILITY PLAN

#### **(10) ELIGIBILITY**

All permanent seniority Employees who are members of an eligible Employee group who have not attained age 65.

#### **(11) EFFECTIVE DATE OF BENEFITS**

Your coverage will become effective on your date of eligibility, provided you are actively at work on a full time basis. If you are not actively at work on the date insurance would normally commence, coverage will begin on your return to work full time for full pay.

#### **(12) LONG TERM DISABILITY BENEFIT**

The Long Term Disability insurance provides income security should you become totally disabled prior to age 65 due to a sickness or injury which totally disables you over a long period of time. The Plan provides you with coverage on and off the job.

#### **(13) MONTHLY BENEFIT**

Your monthly benefit is equal to 66 2/3% of your normal monthly earnings which are defined as your base rate times the regular hours per week and excludes overtime pay. This amount is reduced by an income payable to you as a result of your disability from any of the following sources:

- (i) Sick Pay from the City
- (ii) Any other group insurance disability benefits arranged through the Employer or any professional association.
- (iii) Retirement benefits from the City/Region, or a governmental plan
- (iv) Governmental disability benefits
- (v) Canada or Quebec Pension Plan benefits (excluding benefits for dependents and automatic adjustment due to Cost of Living Index while receiving benefit).

#### **(14) COMMENCEMENT OF BENEFITS**

The benefits commence six (6) months from the date that disability began, which shall include the period of payment under the terms of the Short Term Income Protection Plan. Proof of disability must be submitted within six (6) months following the Qualifying Period.

#### **(15) BENEFIT PERIOD**

Following the Qualifying Period you will receive a monthly income until the earlier of:

- (i) Attainment of age 65
- (ii) Cessation of total disability
- (iii) Attainment of date of retirement
- (iv) Death

**(16) (i) DEFINITION OF TOTAL DISABILITY**

Total disability means that you are unable, because of sickness or accident, to perform the duties of your regular occupation. This definition applies for the first twenty-four (24) months of payments. After this time, the inability to perform any occupation for which you are reasonably fitted by training, education or experience will constitute total disability. It is specifically understood that LTD benefits are not payable in respect of any illness for which WCB are payable.

It is not required that you be confined to home, but you must be under the regular care of a physician.

**(ii) RECURRENT DISABILITIES**

A recurrence of total disability due to the same or related causes will be treated as the same disability unless the member returned to work full time for more than:

- (a) 1 month if satisfying the qualifying period, or
- (b) 6 months if receiving the disability benefits.

**(17) REHABILITATIVE EMPLOYMENT**

If, during the first twenty-four (24) months of payments, you are able to engage in some work and earn some income, the Plan will continue to pay you a reduced basis. The benefit amount will be reduced by 50% of the wages or earnings which you receive from such employment during this twenty-four (24) month period.

Your income from all sources during this period of rehabilitative employment must not exceed 90% of your basic wages from your normal occupation immediately prior to your total disability.

**(18) WAIVER OF PREMIUM**

Premiums falling due within a period when benefits are payable are waived.

**(19) TERMINATION OF EMPLOYMENT**

Your Long Term Disability benefit terminates when you terminate your employment. If you are disabled at the time of termination you may still be eligible for Long Term Disability benefits in accordance with the provisions of the Plan.

## **(20) EXCEPTIONS AND LIMITATIONS**

Benefits are not payable for the following:

- (i) A disability where you are not under continuing medical supervision and treatment;
- (ii) A disability caused by intentionally self-inflicted injuries or illness while sane, or self-inflicted injuries or illness while insane;
- (iii) A disability resulting from insurrection, war, service in the Armed Forces of any country, or participation in a riot;
- (iv) Pregnancy related disabilities during any period you are on pregnancy leave of absence to which you are entitled under applicable Provincial statutes or mutually agreed to by you and the City/Region;
- (v) Alcoholism, drug addiction or any mental condition connected therewith, unless the insured person is under active treatment in, or certified as being actively supervised by a rehabilitation centre or Provincially designated institution;
- (vi) If your disability is due to a nervous, mental, psychological or emotional disorder, payments will not be made unless you are under the care of a registered specialist in psychiatry, or a doctor approved by a registered specialist in psychiatry.

## **(21) COST OF THE PLAN**

The premiums will be paid in full by the Corporation/Region.

## **(22) TAXABILITY OF BENEFITS**

Because the premiums are paid by the Corporation/Region, all benefit payments from the Plan during a period of disability are considered as taxable income.

## **(23) CLAIMS**

To make a Long Term Disability claim, obtain a claim form from the Human Resources Centre, have your doctor complete the form and return it to the Human Resources Centre.

In order to be eligible for payment, claims must be submitted no later than six (6) months following the Qualifying Period.

## SECTION E


### NOTES:

#### **(24) SICK LEAVE CREDITS**

- (i) Sick leave credits presently accrued to existing permanent Employees shall be frozen as of the end of the month prior to the implementation of the I.P.P. and no further credits will be granted. The term "frozen" shall mean the number of days standing to The Employee's credit as of the date of the commencement of the Plan. The value will be that in effect on the date utilized.
- (ii) The terms of the existing Cumulative Sick Leave Allowances Plan shall remain in effect, except as modified by this Plan.
- (iii) An Employee may use any or all of his/her sick leave credits at current value to supplement benefits of the Short Term I.P.P.
- (iv) An Employee may elect to supplement a Workers' Compensation board award up to 100% of regular earnings.
- (v) The number of credits to be deducted from the Cumulative Sick Leave Allowances balance shall be pro-rated equal to the ratio of supplementary payments to regular earnings.

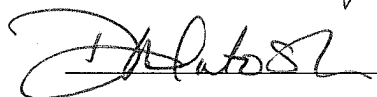
DATED THIS 17<sup>th</sup> DAY OF MARCH, 2009

FOR THE EMPLOYER:

  
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*H.A. Herriott*  
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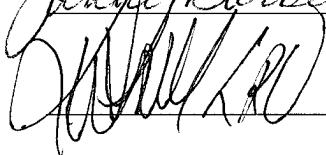
*Mark Jacklyn*  
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*Lyde Seand*  
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*Nelly Adams.*  
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FOR THE ASSOCIATION:

*Jane Barbera BUP.*  
  
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