

COLLECTIVE AGREEMENT

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE
(hereinafter referred to as the Employer)

And:

ONTARIO NURSES' ASSOCIATION – HEALTHCARE PROFESSIONALS
(hereinafter referred to as the Union)

Expiry Date: March 31, 2022

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement, and to provide for an on-going means of communication between the Association and the Employer, and to promote the prompt disposition of grievances, the efficient operation of the Employer's business, and to establish and maintain mutually satisfactory salaries, hours of work, and working conditions for all health care professionals who are subject to the provisions of this Agreement.

ARTICLE 2 - DEFINITIONS

- 2.01 A Registered Respiratory Therapist holds a Certificate of Registration with the College of Respiratory Therapists of Ontario in accordance with the *Regulated Health Professions Act*.
- 2.02 A Graduate Respiratory Therapist has met all academic requirements but has not yet successfully completed the examination or evaluation approved by the College. A Respiratory Therapist who holds a Graduate certificate of registration must use the title of Graduate Respiratory Therapist or GRT.
- If the employee fails to obtain her or his General Certificate of Registration prior to expiry of her or his Graduate Certificate of Registration, she/he will be deemed to not be qualified for the position of Registered Respiratory Therapist, and she/he will be terminated from the employ of the Employer. Such termination will not be subject of a grievance or arbitration.
- 2.03 A regular full-time employee is one who is employed to work the full prescribed hours as specified in Article 15 of this Collective Agreement.
- 2.04 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may be deemed to mean the plural. They and Them are also acceptable pronouns.
- 2.05 A Unit will be defined as the respective areas each group works in which there are currently three (3). They are the Respiratory Therapists, the Anesthetist Assistants and the Polysomnographic Technologists included within that group the Electroencephalographic Technologists.
- 2.06 A regular part-time employee is an employee who regularly works less than the normal full-time hours referred to in Article 15 and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time employees shall be considered casual employees.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of the Health Centre and the direction of the working force are fixed exclusively in the Health Centre and shall remain solely with the Health Centre except as specifically limited by the express provisions of the foregoing, the Union acknowledges that it is the exclusive function of the Health Centre to:
- (a) Maintain order, discipline and efficiency.
 - (b) Hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall and suspend or otherwise discipline employees provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee who has completed their probationary period has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure.
 - (c) Establish and enforce rules and regulations to be observed by employees.
 - (d) Generally to manage and operate the Health Centre in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment and technology to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Health Centre's operations, not otherwise specifically dealt with elsewhere in this agreement.

ARTICLE 4 – RELATIONSHIP

- 4.01 The Parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between employers, employees, health care workers, and the Union. Employees should feel empowered to report incidents of disruptive behaviour, including health care workers, without fear of retaliation. 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:

- 4.02 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of the employee's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.
- 4.03 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 4.04 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, ethnic origin, place or origin, sex, sexual orientation, marital status, family status, age, ancestry, citizenship, disability, gender identity, gender expression, record of offences, or any other factor which is not pertinent to the employment relationship. ref: *Ontario Human Rights Code*.
- 4.05 Harassment and Discrimination
- 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 employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the employer's harassment policies and process.
 - (b) In recognizing the importance of a harassment free environment, the Employer and the Union will review Employer policies and processes with respect to harassment with the employee during her or his orientation period.
 - (c) Where an employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
 - (d) An employee who believes that she or he has been harassed contrary to this provision may file a grievance under Article 9 of this Agreement.
- 4.06 In dealing with complaints, the Employer shall ensure that the process is fair for all.

ARTICLE 5 - NO STRIKE, NO LOCKOUT

- 5.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 6 - UNION SECURITY

- 6.01 The Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union. The deduction period for a part-time employee may be extended where the employee does not receive any pay in a particular month.

Where an employee has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided the employee has earnings in the next payroll period.

If the failure to deduct dues results from an error by the employer, then, as soon as the error is called to its attention by the Union, the Employer shall make the deduction in the manner agreed to by the parties.

- 6.02 Such dues shall be deducted monthly and in the case of newly employed employees, such deductions shall commence in the month following their date of hire.

- 6.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice President, Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.

- 6.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

- 6.05 The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, their work site (if the bargaining unit covers more than one site) and the employees' social insurance numbers. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month

and returns from leaves of absence. A copy of this list will be sent to the Union.

The Employer will also identify the dues month, name(s) of the bargaining unit and payroll contact information.

The Employer will provide the members' current addresses and phone numbers it has on record, with the dues lists, at least every six months.

The Employer agrees to provide the Ontario Nurses' Association, the required information in an electronic format.

- 6.06 The Employer agrees that an officer of the Union or Union representative shall be allowed a reasonable period during regular working hours to interview newly hired employees during their probationary period. During such interview, membership forms may be provided to the employee. These interviews shall be scheduled in advance and may be arranged collectively or individually by the Employer.

NOTE: The list provided for in Article 6.05 shall include any other information that is currently provided to ONA. Additionally, the Employer will provide each employee with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Employer's payroll system.

ARTICLE 7 - REPRESENTATION AND COMMITTEES

7.01 Meetings

The parties recognize the value of employees' input and participation in committee meetings. All joint Employer Union meetings shall be scheduled where practical, during the employee's regular working hours.

The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending meetings with the Employer.

7.02 Employee Representatives & Grievance Committee

- (a) The Employer agrees to recognize Union representatives to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.
- (b) The Employer will recognize a Grievance Committee, one of whom shall be chair. This committee shall operate and conduct itself in

accordance with the provisions of the Collective Agreement. Not more than two (2) employees representing both full-time and part-time at any one meeting. The grievance committee will meet bi-monthly at the same time the parties agree to meet for Labour Management.

- (c) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a Union representative or member of the Grievance Committee is required to enter a unit within the Employer in which they are not ordinarily employed they shall, immediately upon entering such unit, report their presence to the supervisor or employee in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay for all time spent during their regular hours by such representatives hereunder.

7.03

Labour Management Committee

- (a) There shall be a Labour Management Committee comprised of two (2) representatives of the Employer, one of who shall be the Chief Executive Officer or designate and two (2) representatives of the Union, one of whom shall be the Bargaining Unit President or designate in addition to the Labour Relations Officer. The parties agree that the two (2) representatives for both the grievance committee and the labour management committee will be the same.
- (b) The Committee shall meet every two (2) months unless otherwise agreed.
- (c) The purpose of the Committee includes promoting and providing effective and meaningful communication of information and ideas, and generally to discuss issues of professional responsibility
- (d) The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.
- (e) Where a representative designated by the Association attends Committee meetings outside of her or his regularly scheduled hours, she or he will be paid for all time spent in attendance at such meetings at her or his regular straight time hourly rate of pay. Such payment shall be limited to two (2) Committee representatives per meeting.

7.04 Negotiating Committee

The Hospital agrees to recognize a Negotiating Committee comprised of not more than 2 employees representing both full-time and part-time in addition to the bargaining unit president. The Hospital agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Hospital for a renewal agreement up to, but not including, arbitration.

7.05 Occupational Health and Safety

It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agrees to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.

- (a) It is understood that communication on issues of mutual concern should occur between the Joint Health and Safety Committee, Infection Control, Risk Management and Emergency Planning.
- (b) In the event there are reasonable indications of the emergence of a pandemic any employee working at more than one health care facility will, upon the request of the hospital, provide information of such employment to the hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.
- (c) Joint Health and Safety Committee
 - i) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst the bargaining unit employees.
 - ii) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
 - iii) The Hospital agrees to cooperate in providing necessary information and management support to enable the

Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.

- 7.06 The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer.

- 7.07 The Union shall keep the Employer notified in writing of the names of the union representatives and/or Committee members and Officers of the Union appointed or selected under this Article as well as the effective date of their respective appointments.

- 7.08 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean employee representatives, committee members or officers of the Union.

- 7.09 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Employer. Such representatives shall have access to the premises only with the approval of the Employer which will not be unreasonably withheld except where the Bargaining Unit President position is vacant or in the event that the Bargaining Unit President is subject to discipline, in which case only prior notice is required.

- 7.10 Where an employee makes prior arrangements for time off from a tour of duty, the employee shall not be scheduled to work another tour that day.

- 7.11 The Employer will discuss government initiatives with the Union that may negatively impact on the bargaining unit.

ARTICLE 8 – RECOGNITION

- 8.01 The employer recognizes the Union as the exclusive bargaining agent of all Registered Respiratory Therapists employed as Registered Respiratory Therapists, or Registered Respiratory Therapist Anesthesia Assistants by the Royal Victoria Regional Health Centre in Barrie save and except co-ordinators and clinical leaders and persons above the rank of co-ordinators and clinical leader.

AND

The Employer recognizes the Union as the exclusive bargaining agent for all Registered Polysomnographic Technologists, Polysomnographic Technologists and Electroencephalographic Technologists, employed by the Royal Victoria Regional Health Centre in Barrie.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitral.

9.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her or his union representative. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance. The Employer also agrees, as a good labour relations practice, in most circumstances it will also notify the Union.

The Employer agrees that where an Employee is required to attend a meeting with the Employer that may lead to disciplinary action, as a good labour relations practice, it will inform the Employee of the purpose of the meeting and her or his right to Union representation.

All investigations related to an Employee's employment will be completed in a timely manner.

9.03 It is the intent of the parties that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she or he has first given her or his immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days in the following manner and sequence:

Step No. 1

The employee may submit a written grievance, through the Union, signed by the employee, to the Chief Executive Officer or designate. The grievance shall be on a form referred to in Article 9.09 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of

the Agreement which are alleged to be violated. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Chief Executive Officer or designate will deliver her or his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her or him. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the Chief Executive Officer or designate. A meeting will then be held between the Chief Executive Officer or designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step 2 unless extended by agreement of the parties. It is understood and agreed that a representative(s) of the Ontario Employees' Association and the grievor may be present at the meeting. It is further understood that the Chief Executive Officer or designate may have such counsel and assistance as she or he may desire at such meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the second step grievance reply will be provided to the Labour Relations Officer.

9.04 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Bargaining Unit President or designate.

9.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Chief Executive Officer or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.06 (a) Probationary Release

The release of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary employee is released for:

- i) Reasons which are arbitrary, discriminatory or in bad faith;

ii) Exercising a right under this Agreement.

The Employer agrees to provide a probationary employee with written reasons for her or his release within seven (7) days of such release, with a copy to the Local Union.

A claim by a probationary employee that she or he has been unjustly released shall be treated as a grievance, provided the employee is entitled to grieve, if a written statement of such grievance is lodged by the employee with the Employer at Step 2 within seven (7) days after the date the release is affected. Such grievance shall be treated as a special grievance as set out below.

(b) Discipline/Discharge/Suspension

The Employer agrees to provide written reasons within seven (7) calendar days to the affected employee in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline an employee who has completed her or his probationary period, without just cause.

A claim by an employee who has completed her or his probationary period that she or he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- i) Confirming the Employer's action in dismissing the employee; or
- ii) Reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
- iii) By any other arrangement which may be deemed just and equitable.

- 9.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitral, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is

postmarked within thirty-four (34) calendar days after the decision under Step No.2, it will be deemed to have been received within the time limits.

- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

9.08 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

9.09 Grievances shall be on the form set out in Appendix 1. Alternately, grievances may be filed using the electronic format.

9.10 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration.

The matter shall be determined by a sole arbitrator. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. The parties agree to equally share the fees and expenses of the arbitrator.

Subject to Article 9.12, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the

power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 9.11 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.12 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.13 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48(16) of *The Labour Relations Act*.
- 9.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chair will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board.

ARTICLE 10 - PROFESSIONAL RESPONSIBILITY

- 10.01 The parties agree that issues of Professional Responsibility and workload are appropriate for discussion at the Labour Management committee.
- 10.02 The delegation of Controlled Acts shall be in accordance with the Regulated Health Professions Act, Medical Directives, and related statutes and regulations and in accordance with guidelines established by the appropriate College from time to time, and any Employer policy related thereto.
- 10.03 The Employer will notify the employee when it reports her or him to their registering College of Ontario or any other applicable regulatory body, and refer them to the Union as a resource.
- 10.04 Should an employee, who is a regulated Health Professional under the *Regulated Health Professions Act*, be required to provide her or his Regulatory College with proof of liability insurance, the Employer, upon request from the employee, will provide the employee with a letter outlining the Employer's liability coverage for Health Professionals in the Employer's employ.

ARTICLE 11 – PROFESSIONAL DEVELOPMENT

- 11.01 Continuous professional development is a hallmark of professional practice. As self-regulating or non-regulated professionals, the employees recognize the importance of ongoing learning and the maintenance of competence in a dynamic practice environment. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning and committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.
- 11.02 Orientation and In-Service Program
- The Employer recognizes the need for an Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Employer and the employees involved.
- 11.03 Employees who displace other employees in the event of a long-term layoff, employees recalled from layoff, employees whose probationary period has been extended under Article 12.01, and employees who are transferred on a permanent basis may be provided any orientation determined necessary by the Employer for the purposes of allowing the employee to assume satisfactorily the duties of such position. A request by such an employee for orientation shall not be unreasonably denied.
- 11.04 Both the Employer and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programs related to the requirements of the Employer. Available programs will be publicized, and the Employer will endeavour to provide employees with opportunities to attend such programs during their regularly scheduled working hours.
- 11.05 The Employer will endeavour to schedule mandatory in-service programs during an employee's regular working hours. When an employee is on duty and authorized to attend any in-service program during her or his regular and during her or his regularly scheduled working hours the employee shall suffer no loss of regular pay. When an employee is required by the Employer to engage in any learning opportunities outside of her or his regularly scheduled working hours, the employee shall be paid for all time spent on such learning opportunities at her or his regular straight time hourly rate of pay.

Where the Employer requires e-learning, it will make reasonable efforts to enable Employer e-learning requirements during an employee's regular working hours. Where an employee is unable to complete required employer e-learning during regular working hours and is required by their Leader to complete employer e-learning outside of her/his regular working hours, the employer will identify in advance the time that will be paid at her or his regular straight time hourly rate of pay.

- 11.06 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of the employee within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

Employees who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 12.08 will apply.

- 11.07 Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that employees are required to utilize in the course of their duties, the Employer agrees that necessary training will be provided at no cost to the employees involved.

- 11.08 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to it being placed in her or his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee. A request by an employee for a copy of other documents in their file will not be unreasonably denied.

Each employee shall have reasonable access to all her or his files for the purpose of reviewing their contents in the presence of her or his supervisor and/or a representative from Human Resources. A copy of the evaluation will be provided to the employee at her or his request.

No document shall be used against an employee which has not been brought to their attention.

- 11.09 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months of active work following the

receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for eighteen (18) months.

Leaves of absences in excess of greater than (60) continuous calendar days will not count towards either period referenced above.

- 11.10 An employee shall be entitled to leave of absence from her or his regularly scheduled working hours for the purpose of writing exams:
- (a) Arising out of the Quality Assurance Program required by Professional Colleges of Ontario.
 - (b) To obtain or maintain professional certification designation
- 11.11 Within fourteen (14) days of receipt of a written request from the employee, the Employer will provide the employee with a letter detailing her or his employment dates, length of service and experience at the Employer.

ARTICLE 12 – SENIORITY

12.01 Probationary Period

- (a) i) Newly hired employees shall be considered to be on probation for a period of seventy (70) tours worked from date of last hire (525 hours of work for employees whose regular hours of work are other than the standard work day). If retained after the probationary period, the full-time employee shall be credited with seniority from date of last hire and the part-time employee shall be credited with seniority for the seventy (70) tours (525 hours) worked. With the written consent of the Employer, the probationary employee and the Bargaining Unit President of the Local Union or designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Employer will advise the employee and the Union of the basis of such extension with recommendations for the employee's professional development.
- ii) The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.

- (b) An employee who transfers from casual or regular part-time to full-time status shall not be required to serve a probationary period where such employee has previously completed one since her or his date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for employees whose regular hours of work are other than the standard work day) during the nine months immediately preceding the transfer shall be credited towards the probationary period.
- (c) An employee who transfers from casual part-time or full-time to regular part-time status shall not be required to serve a probationary period where such employee has previously completed one since her or his date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for employees whose regular hours of work are other than the standard work day) during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.

12.02 Seniority Lists

- (a) A seniority list shall be established for all full-time employees covered by this Agreement who have completed their probationary period. Seniority on such lists will be expressed in terms of a date.
- (b) A seniority list shall be established for all regular part-time employees covered by this Agreement who have completed their probationary period. Seniority on such lists will be expressed in terms of total hours worked.
- (c) A copy of the current seniority list will be filed with the Bargaining Unit President of the Union, or designate, on request but not more frequently than once every six (6) months at a time to be determined locally. A copy of the seniority list shall also be posted at the same time.

12.03 An employee's full seniority and service shall be retained by the employee in the event that the employee is transferred from full-time to part-time or in the event the employee is transferred from casual to regular part-time or vice-versa. An employee whose status is changed from full-time to part time shall receive credit for her or his full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. An employee whose status is changed from part-time to full-time shall receive credit for her or his full seniority and service on the basis of one year of seniority or service for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. Full-time or part-

time seniority, once converted to a date, shall not precede the employee's date of hire.

12.04 Effect of Absence (Full-time)

If an employee's absence without pay from the Employer including absences under Article 13, Leaves of Absence, exceeds thirty (30) continuous calendar days the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the employee will become responsible for full payment of any subsidized employee benefits in which she or he is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days an employee may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage. In circumstances where a full-time employee is on an unpaid leave of absence in excess of thirty (30) calendar days and voluntarily works occasional tour(s) during the leave period, the employee shall be deemed to have continued on unpaid leave.

Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.

Notwithstanding this provision, seniority and service shall accrue and the Employer will continue to pay the premiums for benefit plans for employees for a period of up to eight (8) weeks while an employee is on family medical leave, for a period of up to seventeen (17) weeks while an employee is on pregnancy leave under Article 13.07 and for a period of up to thirty-five (35) weeks while an employee is on parental leave under Article 13.08. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to fifty-two (52) weeks while such employee is on a parental leave under Article 13.08.

NOTE 1: The accrual of seniority and service for employees on family medical leave, pregnancy and parental leave applies to both full-time and part-time employees.

NOTE 2: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

12.05 Effect of Absence (Part-time)

Seniority for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

12.06 Deemed Termination

A full-time or regular part-time employee shall lose all service and seniority and shall be deemed to have terminated if the employee:

- (a) Leaves of her or his own accord;
- (b) Is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) Has been laid off for twenty- four (24) calendar months;
- (d) Refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate patient/client care, unless a satisfactory reason is given to the Employer;
- (e) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a satisfactory reason to the Employer;
- (f) Fails to return to work (subject to the provisions of 12.06 (e) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (g) Fails upon being notified of a recall to signify her or his intention to return within twenty (20) calendar days after she or he has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within thirty (30) calendar days after she or he has received the notice of recall or such further period of time as may be agreed upon by the parties.

12.07 Job Posting

- (a) i) Where a permanent full-time vacancy occurs in a classification within the bargaining unit or a new full-time position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Employees in this bargaining unit may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days. Where a vacancy under this provision has remained unfilled for a period of six (6) months from the date of the initial posting, and the Employer still requires the position to be filled, it will be reposted as noted above.
- ii) Where a permanent regular part-time vacancy occurs in a classification within the bargaining unit or a new regular part-time position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Employees in this bargaining unit may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days. Where a vacancy under this provision has remained unfilled for a period of six (6) months from the date of the initial posting, and the Employer still requires the position to be filled, it will be reposted as noted above.
- iii) A copy of all job postings will be provided to the local Union at the time of posting.
- iv) The job posting provisions take precedence over any recall rights that employees may have under this agreement, unless otherwise provided herein.

Where a full-time employee on layoff is the successful candidate for a vacant part-time position, she or he shall retain recall rights to her or his former position in the full-time bargaining unit for a period of six months from the date of her or his layoff. This shall also apply to a part-time employee on layoff who is the successful candidate for a vacant full-time position. In these circumstances, the job posting provisions will not apply.

- v) Absent exceptional circumstances, the hospital will endeavour to move employees who have been selected for positions in accordance with Article 12.07 (c) and (d) into their positions within forty-five (45) days of their selection to the positions.
- (b) At the request of the employee, the Hospital will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.
- (c) Employees shall be selected for positions under either 10.07 on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant will be selected.
- (d) Vacancies caused due to the following:
 - i) illness;
 - ii) accident;
 - iii) leaves of absence not expected to exceed 12 months,
 - iv) pregnancy and parental;
 - v) specific tasks not expected to exceed 6 months;
 - vi) where temporary vacancies occur as a result of special one time funding the parties may agree to extend the timeline;

may be filled at the discretion of the Employer. In filling such vacancies consideration shall be given to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time employee, consideration will be given to casual part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit employees supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time employees fill temporary full-time vacancies, such employees shall be considered part-time. Upon completion of the temporary

vacancy, such employee shall be reinstated to her or his former position unless the position has been discontinued, in which case the employee shall be given a comparable job. Where the parties agree, full-time employees may be considered for temporary full-time vacancies

- (e) The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.

12.08 Layoff – Definition and Notice

- (a) Where an employee has her shift cancelled, the employee shall not be entitled to displace another employee, so long as Article 16.14 has been complied with.
 - i) It is understood that the definition of a “long term” layoff of a full-time employee is a permanent reduction of hours. For a part-time employee, a “long term” layoff shall be the permanent substantial reduction of regularly scheduled hours.
 - ii) Cancellation of single or partial shifts will be on the basis of seniority of the employees on the unit on that shift.
- (b) A "short-term layoff" shall mean:
 - i) a layoff resulting from a planned temporary closure of any part of the Employer's facilities during all or part of the months of July and August (a "summer shutdown") or during the period between December 15th and January 15th inclusive (a "Christmas shutdown"); or
 - ii) a layoff resulting from a planned temporary closure, not anticipated to exceed six months in length, of any part of the Employer's facilities for the purpose of construction or renovation; or
 - iii) any other temporary layoff which is not anticipated to exceed three months in length.
- (c) A "long-term layoff" shall mean any layoff which is not a short-term layoff.
- (d) The Employer shall provide the local Union with no less than 30 calendar days' notice of a short term layoff. Notice shall not be

required in the case of a cancellation of all or part of a single scheduled shift, provided that Article 16.14 has been complied with. In giving such notice, the Employer will indicate to the local Union the reasons causing the layoff and the anticipated duration of the layoff, and will identify the employees likely to be affected. If requested, the Employer will meet with the local Union to review the effect on employees in the bargaining unit.

(e) Notice

In the event of a proposed layoff at the Employer of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- i) provide the Union with no less than five (5) months written notice of the proposed layoff or elimination of position; and
- ii) provide to the affected employee(s), if any, no less than four (4) months written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

The Employer shall meet with the local Union to review the following:

- i) the reasons causing the layoff;
- ii) the service which the Employer will undertake after the layoff;
- iii) the method of implementation including the areas of cut-back and the employees to be laid off; and
- iv) any limits which the parties may agree on the number of employees who may be newly assigned to a unit or area.

12.09 Layoff – Process and Options

- (a) In the event of a layoff, employees shall be laid off in the reverse order of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary employees shall be first laid off.
- (b) Employees shall have the following entitlements in the event of a layoff;

Prior to implementing a short-term layoff on a unit, employees will first be offered, in order of seniority, the opportunity to take vacation day(s), utilize any compensating/lieu time credits or to take unpaid leaves in order to minimize the impact of a short-term layoff.

- i) An employee who has been notified of a short-term layoff may:
 - (A) Accept the layoff; or
 - (B) Opt to retire if eligible under the terms of the Employer's pension plan as outlined in Article 19.04; or
 - (C) Elect to transfer to a vacant position, provided she or he is qualified to perform the available work; or
 - (D) Displace the least senior employee in the bargaining unit whose work she or he is qualified to perform.
- ii) An employee who has been notified of a long-term layoff may:
 - A) Accept the layoff; or
 - B) Opt to retire if eligible under the terms of the Employer's pension plan as outlined in Article 19.04; or
 - C) Elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or
 - D) Displace another employee in any classification who has lesser bargaining unit seniority and who is the least senior employee on a unit or area whose work the employee subject to layoff is qualified to perform.
- iii) In all cases of layoff:
 - A) Any agreement between the Employer and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. While an individual employee is entitled to Union representation, the unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions.

- B) Where a vacancy occurs in a position following a layoff hereunder as a result of which an employee has been transferred to another position, the affected employee will be offered the opportunity to return to her or his former position providing such vacancy occurs within six (6) months of the date of layoff. Where the employee returns to her or his former position there shall be no obligation to consider the vacancy under Article 12.07. Where the employee refuses the opportunity to return to her or his former position the employee shall advise the Employer in writing.
- C) All regular part-time and full-time employees represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new employee is hired into either category.
- D) Full-time and part-time layoff and recall rights shall be separate.
- E) Casual part-time employees shall not be utilized while full-time or regular part-time employees remain on layoff, unless the provisions of Article 12.10 have been complied with or unless the matter is covered by local scheduling.
- F) No new employees shall be hired until all those employees who retain the right to be recalled have been given an opportunity to return to work.
- G) In this Article (12.10), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
- H) The option to "accept a layoff" as provided in this Article includes the right of an employee to absent her or himself from the workplace.

12.10 Recall from Layoff

Full-time and regular part-time employees shall be recalled in the order of seniority unless otherwise agreed between the Employer and the Union,

subject to the following provisions, provided that an employee recalled is qualified to perform the available work:

- (a) Full-time and regular part-time employees on layoff may notify the Employer of their interest in accepting occasional vacancies and/or temporary vacancies which may arise and for which they are qualified.
- (b) Full and Part Time employees who have expressed interest under 12.10 a) may be offered occasional shifts or temporary vacancies, as defined by 12.07 d) on a seniority basis. Employees accepting occasional shifts or temporary vacancies will retain their recall rights.

12.11 Transfer outside of the Bargaining Unit

- (a) An employee 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 shall not suffer any loss of seniority, service or benefits.

An employee 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 employee 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.

An employee 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 an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that an employee 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 agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the local Association of the names of any employees

performing the duties of positions outside of the bargaining unit pursuant to Articles 12.11 and/or 21.03 (b), the date the assignment commenced, the area of assignment and the duration of such assignments.

- (e) An employee who accepts a transfer under Article 12.11 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

12.12 Work of the Bargaining Unit / Agency

Employees who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to employees in the bargaining unit.

The Employer shall not contract out the work of a bargaining unit employee if, as a result of such contracting out, any bargaining unit employee other than a casual part-time employee is laid off, displaced or loses hours of work or pay. Prior to contracting out any available work, the Employer will first offer the work on the basis of seniority to employees in the bargaining unit.

12.13 Retirement and Separation Allowances

The employer will make offers of early retirement to employees that qualify under the employer's pension plan in order to avoid a junior employee from losing their employment with the organization.

The early retirement calculation will equal one week of salary for each year of service up to a maximum of thirty-five weeks salary.

Before issuing notice of long term layoff pursuant to Article 12.08 (e) and following notice pursuant to Article 12.08 (e), the Employer will make offers of early retirement allowance in accordance with the following conditions:

- (a) The Employer will first make offers in order of seniority on the unit(s) where layoffs would otherwise occur.
- (b) The Employer will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).
- (c) The number of early retirements the Employer approves will not exceed the number of employees who would otherwise be laid off.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of one (1) weeks' salary for each year of service, to a maximum ceiling of thirty-five (35) weeks' salary.

- (d) Where an employee has received individual notice of long term layoff under Article 12.08 such employee may resign and receive a separation allowance as follows:
 - i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she or he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
 - ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, he or she shall be entitled to a separation allowance of four (4) weeks salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

12.14 Seniority lists and layoff and recall rights of part-time employees shall be separate from full-time employees.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Chief Executive Officer, Supervisor or designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

13.02 Leave for Union Business

The Employer agrees to grant leaves of absence, without pay, to employees selected by the Union to attend to Union business including but not limited to conferences, conventions and Provincial Committee meetings. Not more than two (2) employees may be absent at any one time and in any event

not more than one (1) employee from any classification and such leave shall not interfere with the efficient operation of the employer. During such leave of absence, an employee's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the daily rate of the full-time employee or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time employee except for Provincial Committee meetings which will be reimbursed by the Union. The Employer will bill the local Union within a reasonable period of time. Part-time employees will receive service and seniority credit for all leaves granted under this Article.

13.03 Leave, Board of Directors

An employee who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she or he may require to fulfil the duties of the position. Reasonable notice - sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. Notwithstanding Article 12.04, there shall be no loss of seniority or service for an employee during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 13.02 above. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

13.04 Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive two (2) year terms. Notwithstanding Article 12.04, there shall be no loss of service or seniority for an employee during such leave of absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least six (6) weeks prior to the date of such return. The Hospital will endeavour to return the employee sooner, if requested.

13.05 Bereavement Leave

An employee who notifies the Employer as soon as possible following a bereavement, shall be granted four (4) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral or a memorial service (or equivalent) of a member of her or his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse, or grandchild. An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein. Where an employee does not qualify under the above-noted conditions, the Employer may nonetheless grant a paid bereavement leave. The Employer, in its discretion, may extend such leave with or without pay, particularly where extensive travel is required.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding, four (4) days in total, in order to accommodate religious and cultural diversity.

Part-time employees will be credited with seniority and service for all such leave.

13.06 Jury & Witness Duty

- (a) If a full-time or regular part-time employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the employer, the employee shall not lose service/seniority or regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the employee:
 - i) Notifies the Employer immediately on the employee's notification that she or he will be required to attend court;
 - ii) Presents proof of service requiring the employee's attendance;

- iii) Deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

In addition, where a full-time employee or regular part-time employee is selected for jury duty for a period in excess of one (1) week, she or he shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on her or his former schedule that is considered appropriate by the Employer. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

- (b) Where the Employer requires an employee to attend any meetings with Employer's counsel in preparation for a case which either arises from an employee's employment with the Employer or otherwise involves the Employer, the Employer will make every reasonable effort to schedule such meetings at the workplace during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the employee shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay. Part-time employees will be credited with seniority and service for all such hours paid as provided above while in attendance at such meetings.

13.07 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority

from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01 (a) to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard work day).

The Employer will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) The Employer may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between 84% and of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The employee'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. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment insurance benefit (currently 26 weeks).

For staff employed at time of ratification of the agreement, the benefit will be equivalent to the difference between 93% and of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. A current list of staff will be attached as an appendix to this agreement.

The employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly

hours for the portion of the pregnancy leave for which SUB payments are being made, in addition to pension contributions if applicable.

13.08

Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) An employee who has taken a pregnancy leave under Article 13.07 is eligible to be granted a parental leave of up to thirty-five (35) weeks' duration, in accordance with the Employment Standards Act. An employee who is eligible for a parental leave may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01 (a) to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard work day).

The Employer will outline to employees hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt

of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of the employee's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The employee's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

For staff employed at time of ratification of the agreement, the benefit will be equivalent to the difference between 93% and of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. A current list of staff will be attached as an appendix to this agreement.

The employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the portion of the parental leave for which SUB payments are being made, in addition to pension contributions if applicable.

Where an employee elects to receive extended parental leave benefits pursuant to the Employment Insurance Act, the total amount of SUB payable by the employer will be equal to/no greater than what would have been payable had the employee elected to receive standard parental leave benefits under the Employment Insurance Act.

13.09 Education Leave

The parties acknowledge that the responsibility for professional development is shared between the employee and the Employer. In this regard, the local parties will endeavor to provide flexible work schedules to accommodate the employee's time off requirements.

- (a) Leave of absence, without pay, for the purposes of further education directly related to the employee's employment with the Employer may be granted on written application by the employee to the

employees Leader or designate. Requests for such leave will not be unreasonably denied.

- (b) A full-time or regular part-time employee 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 recognized course in which employees are enrolled to upgrade their qualifications. For greater clarity, the period of the leave shall include the night shift prior to and 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.

The employee agrees to notify the leader of the date of the examination as soon as possible after she or he has become aware of the date of the exam.

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional career development may be granted at the discretion of the Employer upon written application by the employee to the employees Leader.
Where a regular part-time employee receives payment under (b) or (c) above, they shall be credited with seniority and service for all hours paid.

13.10 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Chief Executive Officer or Supervisor 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 number of employees that may be absent at any one time shall be determined by local negotiations. 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 employee, the Union and the Employer.

- (d) Written applications will be reviewed by the Chief Executive Officer, Supervisor or designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her or 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 employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (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. Full-time employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. Full-time employees will not be eligible to participate in the disability income plan during the year of leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Chief Executive Officer or Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee 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 employee as much notice as is reasonably possible. The employee 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 employee within a reasonable period of time.

- (l) The employee will be reinstated to her or his former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (n) i) A statement that the employee is entering the pre-paid leave program in accordance with Article 13.10 (m) 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 employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

NOTE: The parties may agree to a time frame that is different from that referenced in (a) above, in which case the provisions of this article will apply with the necessary changes.

ARTICLE 14 - SICK LEAVE AND LONG-TERM DISABILITY

(Articles 14.01 to 14.09 apply to full-time employees only, save and except, 14.03 and 14.09 which also apply to part-time employees)

- 14.01 The Employer will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Income Plan brochure.

The Employer will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service

shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- 14.02 When an employee has completed any portion of her or his regularly scheduled tour prior to going on sick leave benefits or WSIB benefits, the employee shall be paid for the balance of the tour at her or his regular straight time hourly rate. This provision will not disentitle the employee to a lieu day under Article 17.04 if she or he otherwise qualifies.

- 14.03 Employees returning to work from an illness or injury compensable under WSIB will be assigned modified work as necessary, if available.

- 14.04 Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP or an equivalent plan may be subject to grievance and arbitration under the provisions of this Agreement. However, the employee is required to use the carrier's medical appeals process, if available to the employee, to attempt to resolve disputes. The Union may file a grievance on the employee's behalf, but the arbitration hearing of the grievance will not occur until the determination of the employee's appeal, or within 90 days of the filing of the appeal, whichever is the sooner. Any delay occasioned by the appeal will not count against the timeliness of the grievance, nor against any time limit in section 49 of the *Labour Relations Act, 1995*. For this reason the time limit for referring such a grievance to arbitration will be extended until the result of any appeal is known to the Union.

- 14.05 No sick pay benefit is payable under HOODIP for the first fifteen (15) hours of absence for the sixth (6th) and subsequent period(s) of absence in the same fiscal year (April 1st through March 31st).

- 14.06 For employees whose regular hours of work are other than the standard work day, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis

- 14.07 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for WSIB for a period longer than one complete tour or more may apply to the Employer for payment equivalent to the lesser of the benefit the employee would receive from WSIB if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final

determination of the claim by The Workplace Safety and Insurance Board. If the claim for WSIB is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

- 14.08 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate. A medical certificate will include a certificate from a nurse practitioner and/or midwife in the context of the employee's pregnancy.
- 14.09 In the event of illness, an employee will endeavour to notify the Staffing Office at least one (1) hour prior to her/his scheduled shift before 1100 hours, and four (4) hours prior to other shifts.

ARTICLE 15 - HOURS OF WORK

- 15.01 The following provision designating regular hours on a daily tour and regular daily tours over the schedule determined by the Employer shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.

Subject to Article 15.02 below:

- (a) The normal daily tour shall be seven and one-half (7 1/2) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 16.
- (b) Employees shall be entitled, subject to the exigencies of patient/client care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour.
- (c) The regular daily tours of duty of a full-time employee shall average five (5) days per week over the schedule determined by the Employer.
- (d) The Employer shall not enter into any agreement with employees under Section 17 (2) of the Employment Standards Act, 2000 that conflicts with the collective agreement.

- 15.02 Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.

The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

Employees shall be entitled, subject to the exigencies of patient/client care, to relief periods during the tour of a total of forty-five (45) minutes.

15.03 Innovative Unit Scheduling

Schedules may be developed in order to improve quality of working life, support continuity of patient/client care, ensure adequate staffing resources, and support cost-efficiency.

Upon written agreement of the Employer and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules.

15.04 Individual Special Circumstance Arrangements

Notwithstanding Article 2.06, the Employer and the Union may agree in certain circumstances, the schedule of an individual full-time employee may be adjusted to enable an average weekly work assignment of 30 to 37.5 hours.

- (a) Such an arrangement shall be established by mutual agreement of the Employer and the Union and the employee affected. The parties agree that the arrangement applies to an individual, not to a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Employer and the Union. The employee will retain full-time status, including but not limited to seniority and service.

The parties agree that for pension purposes, there will be no reduction in the normal 37.5 hours per week pension contributions made by an employee and/or the Hospital under this provision, nor shall there be proration of Extended Health Care, Semi-Private or Dental benefits.

NOTE: If the above proposal is satisfactory to HOOPP and Revenue Canada

- (c) Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.

- 15.05 (a) The Hospital will endeavour to schedule two (2) weekends off in four (4) for employees working on a normal daily tour. The Hospital will schedule every second [2nd] weekend off for employees working on extended tours.

If an employee is required to work on a fourth [4th] consecutive and subsequent weekend, she/he shall be paid premium pay as set out in Article 16.03 save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such employee has requested weekend work, in writing
 - iii) such weekend is worked as the result of an exchange of shifts with another employee.
- (b) For the purpose of scheduling, normal tours as per Article 15, a weekend shall consist of fifty-six (56) consecutive hours off work during the period following completion of the Friday day shift until the commencement of the Monday day shift.

For the purpose of scheduling on extended tours, a weekend shall consist of sixty (60) consecutive hours off work during the period following completion of the Friday day shift until the commencement of the Monday day shift.

- 15.06 (a) No less than two (2) consecutive tours between changes of shift unless otherwise mutually agreed.
- (b) A request by an employee for a change of scheduled working hours must be submitted electronically. Requests for shift swaps must be accepted by the employee willing to exchange tours. Employees will provide as much advance notice as possible. All shift changes must be approved or denied by the manager or designate within a reasonable amount of time.
- (c) No split shifts.

- (d) An employee will be scheduled off at least four (4) days in any two (2) week period, including at least one (1) period of two (2) consecutive days.
- (e) Employees will not be scheduled to work more than seven (7) consecutive days unless otherwise mutually agreed.
- (f) Where a full-time or part-time employee normally rotates, the employer will endeavour to schedule day tours on an equitable basis unless otherwise requested by an employee.
- (g) At least forty-eight (48) hours time off shall be scheduled following night tour unless otherwise mutually agreed.
- (h) The Employer will endeavour where possible that not more than two (2) consecutive weeks will be scheduled on nights unless otherwise mutually agreed save and except the Sleep Laboratory.
- (i) Available for work as required and assigned by the Hospital during Christmas (including December 24th, December 25th and 26th) or New Year's (including December 30th and January 1st or December 31st to January 2nd . This provision shall not apply to any area where employees normally work Monday to Friday, and are not normally scheduled to work on paid holidays.

These regulations may be waived between December 15th and January 8th, so that employees will receive three (3) or more consecutive days off at either Christmas or New Year's.

- (j) Schedules for full-time and permanent part-time employees will be posted six (6) weeks in advance and shall cover a six (6) week period.
- (k) Requests for time off will be submitted one (1) week prior to posting, whenever possible. Requests with shorter notice may be considered. Such requests shall not be unreasonably denied.
- (l) An employee will not be required to change tours of duty more than once during a work week unless otherwise mutually agreed.
- (m) An employee will be granted permanent evening or night tour, if requested. Such employee will be expected, if requested by their immediate supervisor or delegate to return to the day tour for in-service education.

It is understood that once an employee has requested and been granted a permanent evening or a night tour, the discontinuation of

such arrangement is subject to 15.07 or through the job posting provisions of Article 12 of the central agreement.

- (n) In order to accommodate vacation and lieu day requests made by full-time staff, the Hospital will not unreasonably deny requests for exchange of shifts between employees, including casual part-time employees; it being understood that the Hospital shall not be required to accommodate such requests which result in overtime payment.
- (o) Employees on twelve (12) hour tours will not be scheduled to work more than three (3) consecutive tours unless otherwise agreed by the employee. Agreeing to work more than three will not disadvantage other members of the bargaining unit.
- (p) There shall be a period of not less than twelve (12) hours off between tours of duty.

15.07 Master Schedule Changes

Extended tours that currently exist and any introduced extended tour arrangements will abide by the terms of the agreement unless otherwise agreed under Article 15.03.

Master rotation schedules will be developed by the Employer with input from affected staff members, union representatives at least 90 days in advance and will be consistent with the provisions of this article. The Employees will be permitted to submit an alternative for consideration during this process.

Individual schedule rotations will be awarded on the basis of seniority. Those employees on an approved leave of absence will be contacted and offered an opportunity to select a line in the new schedule.

15.08 For the purposes of scheduling (days/evenings or days/nights), the first [1st] shift of the day shall be day tours.

Any shift commencing between the hours of 0600h and 1200h shall be considered a Day Tour.

15.09 Short Tours

The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a reasonable level.

15.10 Regular Part-Time Commitment

- (a) The regular part time commitment to be available for prescheduled work is as follows:
 - i) Available to work forty-five (45) hours in a two (2) week pay period.
 - ii) Available to work two (2) weekends in four (4) for employees working on a normal daily tour and available to work every other weekend for employees working on extended tours.
 - iii) Available for work as required and assigned by the Hospital during Christmas (including December 24th, December 25th and 26th) or New Year's (including December 30th and January 1st or December 31st to January 2nd). This provision shall not apply to any area where employees normally work Monday to Friday and are not normally scheduled to work on paid holidays.
 - iv) Available for work as required to work fifty (50) percent of the remaining paid holidays except when the unit does not work paid holidays.
- (b) When regular part-time commitment on the unit have been given the opportunity to work up to their commitment, the Hospital will then offer additional tours to all regular part-time employees on the unit on an equitable basis prior to offering tours to casual employees, subject to the following:
 - i) Employees who wish to be considered for additional tours must indicate their availability in the matter prescribed by the Hospital;
 - ii) A tour will be deemed to be offered whenever a call is placed.
 - iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
 - iv) When a regular part-time employee accepts an additional tour she/he must report for that tour unless arrangements satisfactory to the Hospital are made;
 - v) Day tours will be scheduled equitably among the regular part-time employees unless otherwise requested by an employee.

- vi) A minimum period of twelve (12) consecutive hours off shall be scheduled between a change of tours.
- vii) At least forty-eight (48) hours off shall be scheduled following the completion of night tours when changing to day tours in accordance with the posted schedule unless otherwise mutually agreed between the employee and her/his immediate supervisor.
- viii) Employees on twelve (12) hour tours will not be scheduled to work more than three (3) consecutive tours unless otherwise agreed by the employee. Agreeing to work more than three will not disadvantage other members of the bargaining unit.

15.11 Where the parties agree that an error has been made with respect to the distribution of shifts for part-time employees, or where an error is made for the call-in process for the allocation of additional tours to part-time or full-time employees, the parties agree that the affected employee will be offered an alternate shift to be worked at a time mutually agreeable to the employee and her or his Manager.

15.12 All full-time and regular part-time employees will be pre-scheduled on a posted schedule to their respective commitments. Should pre-scheduled work not be available at the time of posting for regular part-time employees, such employees shall make their availability known to the employer for purposes of meeting their commitments from work that becomes available after the schedule is posted prior to work being offered.

It is understood that existing staff on a unit may exercise their seniority in requesting a change to a vacant line on the rotation.

ARTICLE 16 – PREMIUM PAYMENT

16.01 (a) (Article 16.01(a) applies to full-time employees only)

If an employee is authorized to work in excess of the hours referred to in Article 15.01 (a) or (c), she or he shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the employee is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 15.01 (a) and (c) nor shall there be any pyramiding with respect to any other

premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the employee to payment of the normal tour differential provided herein. For purpose of clarity, an employee who is required to work on her or his scheduled day off shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate except on a paid holiday the employee shall receive two (2) times her or his straight time hourly rate. The Hospital agrees that if the Collective Agreement provided a greater overtime premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the employee to be paid for work performed while engaged in the reporting functions as provided herein.

(b) (Article 16.01(b) applies to part-time employees only.)

If a part-time employee is authorized to work in excess of the hours referred to in Article 15.01 (a), she or he shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate. A part-time employee (including casual employees but not including part-time employees who are filling temporary full-time vacancies) who works in excess of seventy-five (75) hours in a two (2) week period shall receive time and one-half (1½) her or his regular straight time hourly rate for all hours worked in excess of seventy-five (75). A part-time employee who is filling a temporary full-time vacancy shall receive time and one-half (1½) her or his regular straight time hourly rate for all hours worked in excess of an average of 37½ hours per week over the full-time schedule determined by the Hospital. Such averaging will commence at the conclusion of the two week period following the employee's transfer to the temporary full time position and will end at the conclusion of the two week period prior to the employee's return to her or his former position. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the employee is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 15.01 (a) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the employee to payment of the normal tour differential provided herein.

16.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the request of an employee or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two employees.

- 16.03 Work scheduled by the Hospital to which a premium is attached under scheduling regulations contained in the Collective Agreement shall be paid at one and one-half (1½) times the employee's regular straight time hourly rate or as otherwise provided.
- 16.04 Where an employee is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate as a result of 16.03 above and the employee is required to work additional hours following her or his full tour on that day (but not including hours on a subsequent regularly scheduled tour for such employee) such employee shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked. Where an employee is called back from standby and works in excess of the hours of a normal shift on her or his unit, such employee shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.
- 16.05 An employee who reports for work as scheduled, unless otherwise notified by the Hospital, shall receive a minimum of four (4) hours' pay at her or his regular straight time hourly rate. The employee shall be required to perform any duties assigned by the Hospital which she or he is capable of doing, if her or his regular duties are not available.
- 16.06 Where a full-time or regular part-time employee has completed her or his regularly scheduled tour and left the hospital and is called in to work outside her or his regularly scheduled working hours, or where an employee is called back from standby, such employee shall receive time and one-half (1½) her or his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1½) her or his regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her or his regularly scheduled shift. In such a case, the employee will receive time and one-half (1½) her or his regular straight time hourly rate for actual hours worked up to the commencement of her or his regular shift.
- 16.07 Where the Employer determines to offer overtime, it shall endeavour to do so based on the following:
- (a) Extending a shift (up to 4 hours) by seniority.
 - (b) Full-time staff – rotational seniority.
 - (c) Part-time staff – rotational seniority, subject to declared availability.

16.08 Standby

An employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and forty-five cents (\$3.45) per hour for the period of standby scheduled by the Hospital. Where such standby duty falls on a paid holiday, as the employee shall receive standby pay in the amount of five dollars and five cents (\$5.05) per hour. Standby pay shall, however, cease where the employee is called in to work under Article 16.06 above and works during the period of standby.

- (a) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments.
- (b) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.
- (c) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments.
- (d) Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the employee.
- (e) When an employee is called in from standby the hospital will not require the employee to return to regular duties without at least eight (8) hours of time off.
- (f) Where such duties extend into the employee's next regular scheduled shift, she or he will maintain his or her regular earnings, seniority and service for that full shift.
- (g) Standby schedules will not be reassigned without prior consultation with the employee affected.

16.09 The regular straight time hourly rate for a full-time or part-time employee will be the hourly rate in the wage schedule set forth in Article 21.01(a).

16.10 Where a full-time employee has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such full-time employee shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half [$1\frac{1}{2}$] then time off shall be at time and one-half [$1\frac{1}{2}$]). Where a full-time employee chooses equivalent time off such time can only be banked to a maximum of seventy-five (75) overtime hours. Such time

off shall be taken at a time agreeable to the employee and her/his Immediate Supervisor.

- 16.11 Effective date of ratification/award, an employee shall be paid a shift premium of two dollars and twenty-five cents (\$2.25) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and sixty-five cents (\$2.65) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the employee's straight time hourly rate. For purposes of this provision, the evening shift payment shall be 1500 - 2300. For the purposes of paying night premiums nights will be 2300-0700.

16.12 Ambulance Escort

Where an employee is assigned to provide patient care for a patient in transit, the following provisions shall apply:

- (a) All duties for Ambulance escort will be paid as per Article 15 and or 16 as required.
- (b) Where such duties extend beyond the employee's regular shift, the Hospital will not require the employee to return to regular duties at the hospital without at least eight (8) hours of time off. Where such time off extends into the employee's next regularly scheduled shift she or he will maintain her or his regular earnings for that full shift.
- (c) Hours spent between the time the employee is relieved of patient care responsibilities and the time the employee returns to the hospital or to such other location agreed upon between the Hospital and the employee will be paid at straight time or at appropriate overtime rates, if applicable under Article 16.01. It is understood that the employee shall return to the hospital or to such other location agreed upon between the Hospital and the employee at the earliest opportunity. Prior to the employee's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the employee, the Hospital will establish with the employee arrangements for return travel.
- (d) The employee shall be reimbursed for reasonable out of pocket expenses as per RVH Travel and Hospitality Expense Policy.

- 16.13 (a) Schedules for full time and permanent part time employees will be posted six (6) weeks in advance and shall cover a six (6) week period. It shall be the responsibility of the employee to consult posted work schedules. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted

schedule. Changes to the posted work schedule shall be brought to the attention of the employee. Where less than twenty-four (24) hours' notice is given to the employee, time and one-half (1½) of the employee's regular straight time hourly rate will be paid for all hours worked on the employee's next shift worked. Notice will be deemed given whenever a call is placed.

Where a shift that attracts premium pay pursuant to this provision is otherwise a premium paid tour, she or he will be paid two times her or his straight time hourly rate for all hours worked on that tour

- (b) The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the regular part-time employee.

- 16.14 An employee who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, but shall be provided at the time of the meal period with a hot meal or six dollars (\$6.00) if the Hospital is unable to provide the hot meal. Other employees required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a ½ hour paid meal period and shall be provided with a hot meal or six dollars (\$6.00) if the Hospital is unable to provide the hot meal.
- 16.15 Effective date of ratification/award, an employee shall be paid a weekend premium of two dollars and eighty cents (\$2.80) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon. With respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

ARTICLE 17 - PAID HOLIDAYS

(Articles 17.01 to 17.05 applies to full-time employees only)

- 17.01 An employee who otherwise qualifies under Article 17.02 hereunder shall receive ten (10) paid holidays as listed below.

New Year's Day (January 1st)
 Family Day (3rd Monday in February)
 Good Friday
 Victoria Day
 Canada Day
 Civic Holiday
 Labour Day

Thanksgiving Day
 Christmas Day (December 25th)
 Boxing Day (December 26th)

In addition, 7.5 hours will be added to the stat bank of full time employees on Easter Monday and on Remembrance Day

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of this Agreement, such holiday will be substituted for one of the above-mentioned holidays. The designation of the additional holiday for an existing holiday shall be subject to determination and such designation shall not add to the present number of holidays.

Due to the nature of the services necessary in a Hospital, many of the employees may be required to work on these holidays. The schedule will not be altered unless the employees request the holiday off.

Where full time employees are not required to work on a statutory holiday they will be paid 7.5 statutory holiday hours and may use accrued banked time to make up any difference between 7.5 and their scheduled hours

- 17.02 In order to qualify for pay for a holiday, an employee shall complete her or his full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer or the employee was absent due to:
- (a) Legitimate illness or accident which commenced within a month of the date of the holiday;
 - (b) Vacation granted by the Employer;
 - (c) The employee's regular scheduled day off;
 - (d) A paid leave of absence provided the employee is not otherwise compensated for the holiday.
- 17.03 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 15.01 (a).
- 17.04 An employee required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1 1/2) the employee's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, the employee will receive a lieu day off with pay in the amount of her or his regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 15.01 (a).

NOTE: Employees on extended tours shall receive twelve (12) lieu days off to consist of seven and a half (7.25) hours each.

17.05 Where an employee is entitled to a lieu day under Article 17, such time may be banked up to thirty-seven and a half (37.5) hours. The bank will be reduced to not more than 37.5 hours by payout on the last pay period of the fiscal year.

17.06 (Article 17.06 applies to part-time employees only)

If a regular or casual part-time employee works on any of the holidays listed in Article 17.01 of this Agreement, she or he shall be paid at the rate of time and one-half (1½) her or his regular straight time hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday, subject to the application of Article 16.04 regarding hours worked in addition to her or his full tour.

17.07 An employee required to work on any of the foregoing holidays shall be paid in accordance with Article 16.04 of the Collective Agreement, and she/he shall receive a lieu day which shall be scheduled by mutual agreement, concurrently with scheduled weekends off, or vacation.

ARTICLE 18 – VACATIONS

(Articles 18.01 to 18.03 apply to full-time employees only)

18.01 All employees shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) Employees who have completed less than one (1) year of full-time continuous service will accrue vacation on the basis of 1.25 days (9.375 hours for employees whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of 6% of gross earnings.
- (b) Employees who have completed one (1) or more years of full-time continuous service shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay (112.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c) Employees who have completed three (3) or more years of full-time continuous service shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay (150 hours' pay for employees whose

regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (d) Employees who have completed eleven (11) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Employer) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay (187.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (e) Employees who have completed twenty (20) years or more of full-time continuous service (as of the date for determining vacation entitlement in the individual employer) shall be entitled to an annual vacation of six (6) weeks' with six (6) weeks' pay (225 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) Employees who have completed twenty-five (25) years or more of full-time continuous service shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks' pay (262.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (g) If an employee works or receives paid leave for less than 1525 hours in the vacation year she or he will receive vacation pay based on a percentage of her or his gross salary for work performed on the following basis:

2 week entitlement	-	4%
3 week entitlement	-	6%
4 week entitlement	-	8%
5 week entitlement	-	10%
6 week entitlement	-	12%
7 week entitlement	-	14%

18.02 An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her or him to the date of her or his separation, it being understood and agreed that the employee will provide at least two (2) weeks' notice of termination.

18.03 For the purpose of vacation entitlement, service for those employees whose status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee employed by the

Employer and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice versa. Once converted to a date, the date shall not precede the employee's date of hire.

18.04 Vacation credits for full time and part time employees accrue on each pay. Vacation should be taken in the year that it is earned, vacation banks cannot exceed 1.5 times the vacation entitlement at all times. If the vacation bank exceed these amounts, employees may be asked to schedule time off, be scheduled time off, or the exceed will be reduced to not more than 1.5 times the vacation entitlement by payout on the last pay period of the fiscal year.

18.05 A part-time employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her or him to the date of her or his separation, it being understood and agreed that the employee will provide at least two (2) weeks' notice of termination

18.06 Part time employees shall receive vacation accrual based on years of service and pro-rated based on eligible hours worked up to a maximum of seventy-five (75) hours per pay period.

Less than 3 years of service =6 %
 3 years of service =8%
 11 years of service=10%
 20 years of service =12%
 25 years of service =14%

Casual part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable. Equivalent years of service will be based on the casual part-time and regular part time employee's seniority established under Article 12 and will be calculated on the basis that 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

18.07 Date for determining annual vacation is April 1st of each year (April 1st to March 31st).

The vacation request calendar for the year (365 days) will be posted in each unit the first Friday of December. Individual requests for vacation preference must be submitted for consideration by seniority up until 1600 hours the third Friday of January of each year on the calendar, at which point the calendar will be taken down. Thereafter, vacations will be scheduled on a first [1st] come first [1st] serve basis. The approved vacation calendar based on these submissions for full and part-time employees will be posted by the second last Friday of February of each year.

- 18.08 The Hospital will endeavour to accommodate the wishes of the employees with respect to the choice of vacation dates and the continuity of weeks, subject to the need to meet the operating requirements of the Hospital.
- Each employee is to be entitled to request a maximum of two (2) weeks of vacation during the period commencing mid-June and ending mid-September each year in order of seniority. If in the event there are sufficient employees to fill the scheduled summer hours, further time off for vacation may be granted to employees in order of seniority. Employees who wish further time off as described herein must inform the Employer each year at the time their two (2) week entitlement preference is being sought.
- 18.09
- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
 - (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
 - (c) The portion of the employee's vacation, which is deemed to be sick leave under the above provisions, will not be counted against the employee's vacation credits.
 - (d) Where an employee's scheduled vacation is interrupted due to bereavement, or jury and witness duty, the employee shall be entitled to bereavement leave or jury and witness duty in accordance with Article 13.05 and 13.06.
 - (e) The portion of the employee's vacation which is deemed to be bereavement leave or jury and witness duty under the above provisions will not be counted against the employee's vacation credits.
- 18.10 A vacation request, which has been submitted by the employee and then approved by the Employer, shall not be cancelled unless by mutual consent.
- 18.11 For the purpose of vacation entitlement, service for those employees whose status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee employed by the Employer and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice versa. Once converted to a date, the date shall not precede the employee's date of hire.

- 18.12 Once an employee has indicated a preferred vacation period, she or he may not exercise seniority rights to change this identified period.
- 18.13 Vacation pay shall be issued immediately preceding the commencement of vacation if so requested, in writing, by part-time employees.
- If not requested to have vacation pay paid out prior to vacation at time of vacation request the employees vacation shall be paid on each pay as earned until the following year.
- The Hospital will provide updated vacation entitlement on each pay record.
- 18.14 The Hospital will give consideration to an employee's request for vacation between December 15th and January 15th, provided that such consideration does not limit the ability of other staff to obtain their three (3) days off.
- 18.15 The Hospital shall establish vacation quotas for each unit which shall not be unreasonably restrictive. These quotas will be identified and provided to the local Bargaining Unit President in advance of posting of vacation selection schedule. Full-time and part-time vacation quotas shall be separate.

ARTICLE 19 - HEALTH AND WELFARE BENEFITS

(Article 19.07 applies to full-time employees only)

- 19.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:
- (a) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Semi-Private Plan.
 - (b) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Liberty Health Extended Health Care Benefits Plan (which is comparable to the existing Blue Cross Extended Health Care Benefits Plan) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the employees through payroll deductions. In addition to the standard benefits, coverage will include hearing aids at 100% every thirty-six (36) months]; vision care maximum \$450 every 24 months with ability to use coverage for laser surgery); and Drug Formulary 3.

In addition to the above vision care shall include one eye exam per insured person every 24 months.

Extended Health Care benefits includes chiropractic, massage therapy and physiotherapy coverage (maximum of \$400/insured person annually for chiropractic, massage therapy and physiotherapy for each service). \$800 Psychologist combined maximum with Social worker and Psychotherapist.

Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

- (c) The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under H.O.O.G.L.I.P. or such other group life insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the employee is entitled.

- (d) Hospitals of Ontario Voluntary Life Insurance Plan

The Employer also agrees to make the Hospitals of Ontario Voluntary Life Insurance Plan (HOOVLIP) available to the employees subject to the provisions of HOOVLIP at no cost to the Employer.

- (e) Dental

The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the current provider #9 Dental Plan (which is comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier; based on the current ODA fee schedule and provide for recall oral examination to be covered once every nine (9) months (adults only) and every 6 months for children; complete and partial dentures at 50/50 co-insurance to \$1000 maximum per person annually; add Blue Cross Rider #4 – (crowns, bridgework, implants and repairs to same) at 50/50 co-insurance to \$ 2000 maximum per person annually; and orthodontics 50/50 co-insurance with \$2000 maximum per insured lifetime providing the

balance of the monthly premiums are paid by the employees through payroll deductions.

- (f) For purposes of health and welfare benefits under Article 19.01, dependent coverage is available to the employee, to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans.

For those employees transferring from part-time to full-time, there will be no waiting period for benefits, except as provided by the plan, if the part-time employee has over 450 hours worked. Where the employee has not worked more than 450 hours, she or he will be given credit for those hours worked from date of hire.

Benefits Age 65 and Older

Semi-private employer insurance, extended health care benefits and dental benefits will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's seventieth (70th) birthday, on the same cost share basis as applies to those employees under the age of sixty-five (65).

- (g) The Hospital will provide to all employees who are 55-56 years of age who retire (including disability retirements) and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premium, in advance.
- (h) The Employer will provide to all full-time employees who reach age 57 and retire (including disability retirements) and have not yet reached age 65 and who are in receipt of the Employer's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees as long as the retiree pays the Employer their share of the monthly premiums, in advance. The Employer will contribute fifty percent (50%) of the billed premiums of these benefit plans.

NOTE: Benefits will include all other provisions noted in Non Union – Active and Non Union Retirees Division 003, Units 002, 005 see Appendix A. Any superior entitlement will be applied if there is a conflict between Article 19 and the Appendix.

19.02 For newly hired employees, coverage as set out in Article 19.01 shall be effective the first billing date in the month following the month in which the employee was first employed subject to any enrolment or other

requirements of the Plan. In no instance shall the first billing date for an employee occur later than the first day of the fourth full month following the month in which the newly hired employee was first employed.

- 19.03 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Employer will provide the Union with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans. When the Employer is made aware, the Employer will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.
- 19.04 All present employees enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan (Healthcare of Ontario Pension Plan or another Pension Plan) subject to its terms and conditions. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.
- 19.05 The Employer shall continue to pay the premiums for benefit plans under Articles 19 and 14 for employees who are on paid leave of absence or on WSIB or at any time when salary is received, or as provided in Article 12.04. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time the absence commenced, or for retirees who are in receipt of Pension Permanent Disability Benefits to a maximum of 30 months from the time the absence commenced.
- Employees who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one year.
- 19.06 (a) The Employer shall provide each employee with information booklets outlining all of the current provisions in the benefits plans defined in Article 19.01 to Article 19.06 inclusive and the Sick Leave/LTD Plan defined in Article 14. Upon request, the Employer will make the Plans available to the Union for inspection.
- (b) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 19.01 to Article 19.06 inclusive and the LTD Plan defined in Article 14. The Employer shall also provide the Union with a copy of all current information booklets provided to the employees.

- 19.07 The Employer agrees that part-time employees may pay, through payroll deductions, for full premium costs of the ONA sponsored benefit program, provided that an individual Employer's systems can accommodate this. The ONA sponsored benefit plan will provide the Employer with an administrative rebate, if any.

The Employer will make no payroll deductions for such benefits in months in which the employee has insufficient earnings. In this circumstance, the employee is responsible for making the full payment to the ONA sponsored benefit plan.

The Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

The parties agree to give the Employer appropriate time to establish the payroll deduction process. Once established the payroll deduction process for part-time benefits through the ONA sponsored program will be communicated to the Union and the part-time employees. The Employer will facilitate access to part-time employees by providing available benefit literature and other communications as appropriate.

ARTICLE 20 – MISCELLANEOUS

- 20.01 Copies of this Collective Agreement will be provided to each employee covered by the Collective Agreement by the Union and sufficient copies will be provided to the Employer and the local Union, as requested. The cost of printing the Collective Agreement will be shared equally by the Employer and the local Union.

Such printing will be completed, and the collective agreement will be provided within ninety (90) days of the date of the agreement or award.

- 20.02 It shall be the duty of each employee to notify the Employer promptly of any change in address or any change in temporary residency. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such an employee. An employee shall notify the Employer of any change to her or his telephone number.

- 20.03 Medical examinations, re-examinations and any tests required under the Public Hospitals Act will be provided by the Employer in compliance with the Regulations. The employee may choose her or his personal physician for all such examinations, except the pre-employment medical, unless the Employer has a specific objection to the physician selected.

20.04 Bulletin Boards

The Hospital will provide a locked glassed-in bulletin board with a key to the Association for members of this bargaining unit for its use only.

20.05 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Employer will provide copies to the Union.

20.06 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patient/clients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Employers recognize that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the Corporation until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further understood and agreed that Article 20.03 applies in these circumstances. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.

- (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.
- (h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 21 – COMPENSATION

21.01 (a) Salary Schedule – Hourly Rates

The following will apply to all existing employees employed on date of ratification as listed below per classification. All employees on this grid will remain on this grid unless they leave the employ of the Hospital or they accept a position that is no longer covered by the terms of our agreement. The regularly straight time hourly rates for full-time, regular part-time and casual part-time employees shall be as follows:

Registered Respiratory Therapists Registered Polysomnographic Technologists,
Polysomnographic Technologists and Electroencephalographic Technologists

Step	April 1 2017	April 1 2018	April 1 2019	April 1 2020	April 1 2021
Start	\$36.72	\$37.09	\$37.46	\$37.84	\$38.50
1 Year	\$38.33	\$38.71	\$39.10	\$39.49	\$40.18
2 Years	\$39.95	\$40.35	\$40.75	\$41.16	\$41.88
3 Years	\$41.41	\$41.82	\$42.24	\$42.66	\$43.41
4 Years	\$43.03	\$43.46	\$43.90	\$44.34	\$45.12

NOTE: Current Senior Technologist (Losesje Pascos) green circle at 45.59 for economic increases with the following rate increases as follows: effective April 1, 2018, April 1, 2019, April 1, 2020, April 1, 2021 as per above.

Step	April 1 2018	April 1 2019	April 1 2020	April 1 2021
Start	\$46.05	\$46.51	\$46.98	\$47.80

NOTE: – This role becomes part of the Polysomnographic & EEG Tech Band, when current incumbent vacates the role.

RTs

Effective day after ratification any new hires will have the following grid applied for Respiratory Therapists as follows:

Respiratory Therapists

Step	April 1 2020	April 1 2021
Start	\$32.19	\$32.75
1 Year	\$33.43	\$34.02
2 Years	\$34.83	\$35.44
3 Years	\$36.22	\$36.85
4 Years	\$37.60	\$38.26
5 Years	\$38.98	\$39.66
6 Years	\$40.37	\$41.08
7 Years	\$41.74	\$42.47
8 Years	\$44.45	\$45.23

Effective April 1, 2020 an additional 1% will be applied to the 9 step grid above;

Effective April 1, 2021 an additional 1.75% will be applied to the 9 step grid above.

Polysomnographic & EEG Technologists

Use OPSEU Tech 5 Band for all new employees effective day after ratification.

Step	April 1 2020	April 1 2021
Start	\$31.39	\$31.94
1 Year	\$32.60	\$33.17
2 Years	\$33.79	\$34.38
3 Years	\$34.97	\$35.58
4 Years	\$36.15	\$36.78

Effective April 1, 2020 an additional 1% will be applied to the 5 step grid above;

Effective April 1, 2021 an additional 1.75% will be applied to the 5 step grid above.

Anesthetist Assistant – Respiratory Therapists

	April 1 2017	April 1 2018	April 1 2019	April 1 2020	April 1 2021
Start	\$41.82	\$42.24	\$42.66	\$43.09	\$43.84
1 Year	\$42.00	\$42.42	\$42.84	\$43.27	\$44.03
2 Years	\$42.67	\$43.10	\$43.53	\$43.97	\$44.74
3 Years	\$44.77	\$45.22	\$45.67	\$46.13	\$46.94
4 Years	\$46.91	\$47.38	\$47.85	\$48.33	\$49.18
5 Years	\$50.76	\$51.27	\$51.78	\$52.30	\$53.22
6 Years	-	-	-	-	-
7 Years	-	-	-	-	-
8 Years	\$50.86	\$51.37	\$51.88	\$52.40	\$53.32

The Parties acknowledge that the settlement has been negotiated within the constraints imposed on the Parties by Bill 124. Whereas ONA has filed a Charter Challenge with respect to Bill 124, should ONA be successful in overturning Bill 124, ONA reserves the right to reopen negotiations to address compensation issues not achieved through free Collective Bargaining during negotiations for a renewal Collective Agreement.

Articles 21.01(b) and 21.01 (c) apply to part-time employees only)

- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time employees shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- (c) The hourly salary rates payable to a regular or casual part-time employee include compensation in lieu of all fringe benefits which are paid to full-time employees except those specifically provided to part-time employees in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time employees may, on a voluntary basis, enrol in the Employer's Pension Plan when eligible in accordance with its terms and conditions. For part-time employees who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time employee's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

Existing employees as of the date of ratification/award will have the following provisions applicable to them:

- (d) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time employees shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 14%.

- (e) The hourly salary rates payable to a regular or casual part-time employee include compensation in lieu of all fringe benefits which are paid to full-time employees except those specifically provided to part-time employees in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time employees may, on a voluntary basis, enrol in the Employer's Pension Plan when eligible in accordance with its terms and conditions. For part-time employees who are members of the Pension Plan, the percentage in lieu of fringe benefits is twelve percent (12%).

It is understood and agreed that the part-time employee's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 12% or 14%, as applicable, which is paid in lieu of fringe benefits and accordingly the 12% or 14%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- 21.02 Annual proof of registration to the employee's applicable regulatory College shall be presented to their leader on or before the same day of the College requirement for annual renewal. Failure to provide proof by this date annually will result in the employee being placed on non-disciplinary suspension without pay. If the employee presents evidence of reinstatement by the College, the employee will be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of being placed on non-disciplinary suspension by the Health Centre will result in the employee being deemed

no longer qualified and shall be terminated from the employ of the Health Centre. Such termination shall not be subject to grievance or arbitration.

- 21.03 (a) An employee who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that the employee shall receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which the employee has been promoted) and the employee shall retain her or his service review date for purposes of wage progression. For the purpose of this Article, promotion shall be defined as a move from one classification to another classification with a higher salary grid. An employee who is moved to a lower rated classification will be placed at the level on the grid, if any, which most closely recognizes her or his experience level on the other grid. (The last two sentences apply to employees only).

(b) Group, Unit or Team Leader

Whenever an employee is assigned additional responsibility to direct, supervise or oversee work of employees within her or his classification, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a tour of duty the employee shall be paid a premium of two dollars (\$2.00) per hour in addition to his or her regular salary and applicable premium allowance.

- 21.04 Claim for recent related clinical experience, if any, shall be made in writing by the employee 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 employee's date of hire. The employee shall co-operate with the Employer by providing verification of previous experience so that her or his recent related clinical experience may be determined and evaluated during her or his probationary period. Having established the recent related clinical experience, the Employer will credit a new employee with one (1) annual service increment for each year of experience up to the maximum of the salary grid.

If a period of more than two (2) years has elapsed since the employee has occupied a full-time or a part-time position, then the number of increments to be paid, if any, shall be at the discretion of the Employer.

- 21.05 (a) Each full-time employee will be advanced from her or his present level to the next level set out in the Salary Schedule, twelve (12) months after she or he was last advanced on her or his service review date. If a full-time employee's absence without pay from the Employer exceeds thirty (30) continuous calendar days during each

twelve (12) month period, the employee's service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

- (b) Each regular part-time and casual part-time employee will be advanced from her or his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 12.03.

21.06 (a) A part-time employee whose status is altered to full-time in the same position will assume her or his same level on the full-time grid. A full-time employee whose status is altered to part-time in the same position will assume her or his same level on the part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of last advancement.

- (b) A casual part-time employee whose status is altered to regular part-time or vice versa in the same position will assume her or his same level on the grid. In addition, a casual part-time employee who is so transferred will be given credit for service accumulated since the date of last advancement.

21.07 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 which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. The Employer will also provide the Union with any available information on the job posting, job profile, and salary scale of the classification. If requested, the Employer agrees to meet with the Union 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 Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 9, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the Employer and duties and responsibilities involved.

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

- 21.08 Retroactivity will be paid on the basis of hours paid based on dates and new rates from Article 21.01; within four full pay periods (approximately 8 weeks) of the date of ratification. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Employer may pay retroactivity as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

The Employer will contact former employees at their last known address on record with the Employer, with a copy to the union, within 30 days of the date of ratification to advise them of their entitlement to retroactivity.

Such employees will have a period of 60 days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the 60 day period, their claim will be deemed to be abandoned.

ARTICLE 22 – MODIFIED WORK

- 22.01 Accommodation whether permanent or modified will be an appropriate item for discussion at Labour Management. The parties agree the issue of accommodation of any sort is subject to grievance procedure.

ARTICLE 23– DURATION

- 23.01 This Agreement shall continue in effect until March 31, 2022 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 23.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 23.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

ARTICLE 24 – PARKING AND TRAVEL

- 24.01 The Hospital will continue its policy of paid parking.

Employees reporting to and departing from work at the Hospital between the hours of 2300 and 0700 shall, if they so request, be provided with a security escort to and from their car in the Hospital's parking lot.

Prior to any changes in these rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Labour Management Committee.

SIGNING PAGE

Dated at “Barrie”, Ontario, this “18th”, day of “October”, 2022.

FOR THE EMPLOYER:

“Susan Sedgman”

FOR THE UNION:

“Joshua Henley”

Labour Relations Officer

“Virginia Teasdale”

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE
(Hereinafter referred to as the "Employer")

And:

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

Re: AA- Respiratory Therapists Scheduling _____

Scheduling provisions of RN local agreement will apply for duration of this collective agreement

Signed and dated at Barrie, Ontario, this "18th" day of "October", 2022.

FOR THE EMPLOYER:

"Susan Sedgman"

FOR THE UNION:

"Joshua Henley"
Labour Relations Officer

"Virginia Teasdale"

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE
(Hereinafter referred to as the “Employer”)

And:

ONTARIO NURSES’ ASSOCIATION – HEALTHCARE PROFESSIONALS
(Hereinafter referred to as the “Union”)

Re: Special Circumstance Scheduling Article 15.04

The Hospital and the Union agree to implement individual special circumstance schedules pursuant to Article 15.04 of the collective agreement. The parties agree that the intention of creating this type of schedule is primarily to aid in the retention of staff. The ISC will be available to employees who are nearing retirement that might extend their careers if their full-time hours were reduced, or for staff who wish to pursue part-time study in University or for staff that have extraordinary individual special circumstances.

The parties agree to implement special scheduling arrangements subject to the following terms and conditions:

- (a) All special circumstance arrangements are subject to the approval of the Hospital, the Union and the Individual requesting such arrangements;
- (b) The Hospital has the undisputed right to grant or not to grant an Individual Special Circumstance. The Hospital retains the right to limit the number of ISC granted;
- (c) A request for Special Circumstance Scheduling will be submitted in writing, using the Hospital provided form, to the Hospital and the Union by the employee including the individual’s reason for such a request and an estimation of the time such arrangement would cover;
- (d) The partners agree that the arrangement applies to an individual and not to a position;
- (e) The employee will retain full-time status, including but not limited to service and seniority;

Letter of Understanding
Special Circumstance Scheduling Article 15.04
Page Two

- (f) The parties agree that for pension purposes, there will be no reduction in the normal thirty-seven and one half (37.5) hours per week pension contributions made by the employee and/or the Hospital under this letter of understanding, nor shall there be proration of Extended Health Care, Semi-Private or Dental Benefits;
- (g) The arrangement will not require the employee to work more time than thirty-seven and one half (37.5) hours per week nor less than thirty (30) hours per week;
- (h) It is agreed that the Individual Special Circumstance employee is not entitled to declare their availability for extra available work;
- (i) The employee will earn statutory holiday entitlement on a pro-rated basis. The pro-ration of statutory holidays accumulation will be based upon the hours worked and paid time off in the four weeks previous to the holiday divided by 20.
- (j) The employer will deduct from statutory holiday banks 7.5 hours for each holiday an employee is scheduled off which falls on a regularly scheduled workday, provided there are available hours in the bank.
- (k) The employer will deduct from holiday banks based upon an employee's request for a day off in lieu of a holiday at 7.5 hours, provided there are available hours in the bank.
- (l) The schedule of each individual employee with Individual Special circumstance requires an automatic evaluation after six (6) months or twelve (12) month interval, (selection for this time period is based on the employees request, and the leaders approval), at which point either party may end the special circumstance agreement. A request for an extension will need to be resubmitted in writing to the Hospital and the Union by the employee.
- (m) Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. It is understood that in the event the individual resigns, transfers, is laid off or terminated, the arrangement will be deemed discontinued immediately, unless the parties mutually agree otherwise.

Letter of Understanding
Special Circumstance Scheduling Article 15.04
Page Three

Signed and dated at Barrie, Ontario, this "18th" day of "October", 2022.

FOR THE EMPLOYER:

"Susan Sedgman"

FOR THE UNION:

"Joshua Henley"

Labour Relations Officer

"Virginia Teasdale"

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE
(Hereinafter referred to as the "Employer")

And:

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

Re: Retiree Benefits – Process For Payment

Any full-time bargaining unit employee who retires before 65 and wishes to participate in the benefit plan as outlined in Article 19.01 (h) will provide advance payment of the benefits through a process as defined by the employer.

The Employer will notify the Union of the benefit costs to retired employees each time the benefit costs are renegotiated by the Employer which results in a change.

The parties agree to meet during the life of the Collective Agreement should the mechanism for deductions change.

Signed and dated at Barrie, Ontario, this "18th" day of "October", 2022.

FOR THE EMPLOYER:

"Susan Sedgman"

FOR THE UNION:

"Joshua Henley"
Labour Relations Officer

"Virginia Teasdale"

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE
(Hereinafter referred to as the "Employer")

And:

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

Re: Scrubs

The Health Centre agrees that all areas and units that are currently providing for scrubs will continue to do so at no cost to the employees for the life of this collective agreement.

Signed and dated at Barrie, Ontario, this "18th" day of "October", 2022.

FOR THE EMPLOYER:

"Susan Sedgman"

FOR THE UNION:

"Joshua Henley"
Labour Relations Officer

"Virginia Teasdale"

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE
(Hereinafter referred to as the "Employer")

And:

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

Re: Break Room

The Health Centre will provide the appropriate space for staff to use as a meal/break area.

Signed and dated at Barrie, Ontario, this "18th" day of "October", 2022.

FOR THE EMPLOYER:

"Susan Sedgman"

FOR THE UNION:

"Joshua Henley"
Labour Relations Officer

"Virginia Teasdale"

APPENDIX 1 – ROYAL VICTORIA REGIONAL HEALTH CENTRE BENEFIT BOOKLET

Appendix 1

Prepared for the Employees of:



**Royal Victoria
Regional Health Centre**

**Non Union - Active and Non Union - Retirees
Division 003, Units 002, 005**

Effective Date: September 1, 2002

Date Printed: April 1, 2019

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How to Use Your Benefit Booklet

Your Benefit Package includes...

This booklet has been prepared so that you may fully understand the benefits you are entitled to.

Royal Victoria Regional Health Centre offers you several benefits that provide financial protection for you and your family. These benefits include:

- **Prescription Drug Coverage**
- **Special Authorization Program**
 - **Stoploss Specialty Drug Program**
- **Extended Healthcare Benefit**
 - **Vision Care**
 - **Hospital**
 - **Major Medical**
- **Travel Insurance Benefit**
- **Dental Care Benefit**

Your Benefit Booklet includes...

The Benefit Booklet provides the information you need about your Benefits and has been specifically designed with your needs in mind. It includes:

- **Information you need to update your coverage information**
- **A brief Summary of the Highlights of your Benefit Package, allowing quick access to the most frequently asked questions**
- **Explanation of Common Benefit Terms**
- **Simple instructions on how to submit a claim**
- **A concise explanation of your Benefits**

Important Note

The purpose of this booklet is to outline the benefits for which you are eligible as an employee of **Royal Victoria Regional Health Centre**. This booklet is not a contract of insurance. While every effort has been made to ensure the accuracy of this booklet, your rights and benefits are governed by the terms of the Contract and/or Master Application.

If there are any discrepancies between this booklet and the Contract and/or Master Application, the Contract and/or Master Application will be the governing documents in all cases. Any amendment to the governing documents is effective without notice to you, except as required by law.

Possession of this booklet alone does not mean that you or your dependents are covered under this plan. The Group Plan must be in effect and you must satisfy all the eligibility requirements of the Contract.

In this booklet, words implying the masculine gender include the feminine.

How to Contact Us

All claims must be received by ClaimSecure within (1) year of the date the expense was incurred or within (90) days of benefit coverage termination.

On-Line Real-time Claims:

If you have elected to have on-line real-time prescription drug and dental coverage, you will receive a ClaimSecure identification card(s). This card will allow your Pharmacist or Dentist to submit claims electronically for adjudication.

Reimbursement Claims:

To submit manual reimbursement claims, you can obtain a claim form from ClaimSecure at www.claimsecure.com. You will need to sign all claim forms and attach original receipts prior to submitting to ClaimSecure for reimbursement. All claim forms may be sent to:

ClaimSecure Inc.
P.O. Box 6500
Station A
Sudbury, ON P3A 5N5

TO CONTACT CLAIMSECURE DIRECTLY

To speak directly with a bilingual ClaimSecure Customer Service Agent about your claim, call toll free at 1-888-513-4464 at the hours indicated below.

Prescription Drugs

For Prescription Drug questions you may contact ClaimSecure between the hours of 7:00 a.m. and 11:00 p.m. EST Monday thru Friday and on Saturday between the hours of 11:00 a.m. and 4:00 p.m. EST.

Extended Healthcare and Dental

For Extended Healthcare and Dental questions you may contact ClaimSecure between the hours of 7:00 a.m. and 11:00 p.m. EST Monday thru Friday.

You may obtain claim forms from the ClaimSecure website at www.claimsecure.com

Please visit the "eProfile™ Account Login" section located at the end of the menu bar of our Home Page and click "Member" to access up to date claims information via the Internet. If you are visiting the site for the first time, you will be required to "Register now" prior to obtaining a Username and Password to access your personal claims.

CLAIMS OR
COVERAGE
QUESTIONS

**OUT OF PROVINCE/
COUNTRY
EMERGENCY
MEDICAL CLAIMS**

OUT OF PROVINCE/COUNTRY EMERGENCY MEDICAL CLAIMS

In the event of an emergency contact Global Excel for Medical Assistance 24 hours a day, 7 days a week:

Canada and the United States: 1-877-566-8276
From all other areas call collect: 1-819-566-8276

Complete the claim form according to the instructions on the form; sign and submit the claim form to Global Excel at the following address:

Global Excel
73 Queen Street
Sherbrooke, QC J1M 0C9

IMPORTANT NOTE: YOU MUST contact Global Excel prior to receiving any medical treatment while travelling out of the province or out of the country. In addition, please refer to your detailed travel document for further information.

We suggest you read this Benefit Booklet carefully, and keep it in a safe place for future reference.

Your Coverage Information

Applying for Group Benefits

To apply for Benefits, you must submit a completed eligibility form to your employer. Your employer will then forward the information to ClaimSecure.

Your Identification Number

After you have enrolled in the Benefit Plan, you will receive an identification card with a group plan number and your certificate number. Please record this information in the space provided to have it handy when completing claim forms.

Your Group Number is 2432

Your Employee ID is _____

Making Changes

To ensure that coverage is kept up-to-date for yourself and your dependents, it is vital that you report any changes to your employer. These changes could include:

- Addition or deletion of Child(ren)
- Addition or deletion of Spouse
- Change of Address
- Change in your Name or change in your Dependents' Name(s)

Summary of Your Benefit Plan

Prescription Coverage At a glance

Prescription Drug Benefit

Benefit Effective Date	► September to August
Benefit Period	► Policy Year
Annual Deductible	► \$22.50 Single \$35 Family
Co-Payment	► N/A
Plan Type	► LG
Special Authorization Program	► Yes
Maximum Dispensing Fee	► \$20
Survivor Benefit	► 24 consecutive months
Benefit Maximum Age	► 70 (Unit 002)
Benefit Maximum Age	► 65 (Unit 005)
Dependent Maximum Age	► 21
Student Maximum Age	► 25
PPO	► fee less \$6.99 Purehealth Pharmacy

Waiting Period

Employees are eligible 1 month from their date of hire of full-time continuous employment.

Extended Healthcare Benefit At a glance

Extended Healthcare Benefit

Benefit Effective Date	► September 1, 2002
Benefit Period	► Calendar Year
Annual Deductible	► N/A
Benefit Reimbursement	
Hospital	► 100% Semi-Private / Private ***
Major Medical	► 100%
Vision	► 100%
*** Between SIMUS hospitals, covers the difference in charges between private and semi-private hospital room.	
Annual Maximum	► N/A
Survivor Benefit	► 24 consecutive months
Ambulance	► Service to the nearest Hospital or other medical facility
Eye Exams	► 1 eye exam per person every 24 months
Vision Care	► \$450 every 24 months Including Laser Eye Surgery and replacement lenses
Private Duty Nursing	► Up to \$75,000 per calendar year
Hearing Aids	► 1 Set (1 left ear, 1 right ear) every 36 months
Accidental Dental	► Repair or replacement to sound natural teeth when caused by an external force or blow to the face

- Custom Foot Orthotics ► 2 pairs per calendar year to a maximum of \$400 per pair - Referral Required: Yes
- ** Please see Summary on page #19-20 (23-24 for electronic copy) for further details. **
- Custom Orthopaedic Shoes ► Unlimited (includes modifications and adjustments) - Referral Required: Yes
- ** Please see Summary on page #20 (24 for electronic copy) for further details. **

Services provided by the following licensed, certified or registered professional paramedical practitioners, providing the services are within the scope of their profession. The criteria may vary by practitioner and by province.

Note: Eligible expenses are limited to one professional visit per day for each type of practitioner. Payment can be issued following the provincial plan coverage.

Acupuncturist	\$400	Referral Required: No
Chiropractor	\$400	Referral Required: No
Massage Therapist	\$400	Referral Required: Yes
Naturopath	\$400	Referral Required: No
Osteopath	\$400	Referral Required: No
Physiotherapist Combined with	\$400	Referral Required: Yes
Combined maximum with Occupational Therapist		
Chiropodist/Podiatrist	\$400	Referral Required: No
Psychologist combined maximum	\$800	Referral Required: No
With Social worker & Psychotherapist		
Speech Therapist	\$400	Referral Required: Yes
Dietician	\$400	Referral Required: No
Occupational Therapist	\$400	Referral Required: Yes
Combined maximum with Physiotherapy		

X-ray examinations provided by a licensed chiropractor, osteopath practitioner, chiropodist and podiatrist are eligible and included in the benefit maximum.

Benefit Maximum Age	► 70 (Unit 002)
Benefit Maximum Age	► 65 (Unit 005)
Dependent Maximum Age	► 21
Student Maximum Age	► 25

Waiting Period

Employees are eligible 1 month from their date of hire of full-time continuous employment.

Out of Country (OOC)

Travel Insurance Benefit At a glance

Benefit Effective Date	► September 1, 2002
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ClaimSecure for:

Royal Victoria Regional Health Centre

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ClaimSecure for:

	<ul style="list-style-type: none"> Benefit Period ▶ Calendar Year Benefit Reimbursement ▶ 100% Coverage Period ▶ 30 days per trip Pre-existing Condition/ Stabilization Period ▶ 3 Months (Unit 005 Only) Maximum ▶ Travel Insurance - \$5 million per Insured per Trip Benefit Maximum Age ▶ 70 (Unit 002) Benefit Maximum Age ▶ 65 (Unit 005) Dependent Maximum Age ▶ 21 Student Maximum Age ▶ 25 <p>Please consult your detailed travel document for more information.</p>
<i>Waiting Period</i>	Employees are eligible 1 Month from their date of hire of full-time continuous employment
<i>Dental Care Benefit At a glance</i>	<p>Dental Care Benefit</p> <hr/> <ul style="list-style-type: none"> Benefit Effective Date ▶ September 1, 2002 Benefit Period ▶ Calendar Year Annual Deductible ▶ N/A Survivor Benefit ▶ 24 consecutive months Benefit Reimbursement <ul style="list-style-type: none"> Level 1 ▶ 100% to an unlimited maximum with Level 2 each Benefit Period. Level 2 ▶ 100% to an unlimited maximum with Level 1 each Benefit Period. Level 3 ▶ 50% to a maximum of \$1,000 – Dentures, \$2,000 – Crowns/Bridges/Implants each Benefit Period.. Level 4 ▶ 50% to a lifetime maximum of \$2,000. Dental Fee Guide <ul style="list-style-type: none"> ▶ Current Year Fee Guide for General Practitioners of your province of residence ▶ Dental Specialist or Denturist fees will be reimbursed to the General Practitioners fee guide Dental Recall Frequency <ul style="list-style-type: none"> ▶ 9 months for adults 25 years of age and over ▶ 6 months for children under 25 years of age Benefit Maximum Age ▶ 70 (Unit 002) Benefit Maximum Age ▶ 65 (Unit 005) Dependent Maximum Age ▶ 21 Student Maximum Age ▶ 25
<i>Waiting Period</i>	Employees are eligible 1 month from their date of hire of full-time continuous employment.

ClaimSecure for:

Royal Victoria Regional Health Centre

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	<i>Explanation of Common Terms</i>
	The following is an explanation of the terms used in this Benefit Booklet.
<i>Accident</i>	An accident is any event due to unintentional, sudden and unforeseeable external causes that inflicts bodily injuries which are certified by a physician, directly and independently of any other cause. It does not mean any form of disease, or degenerative process, an inguinal, femoral, umbilical or incisional hernia, or any infection other than an infection of a visible, external cut or wound accidentally sustained.
<i>Administrator</i>	ClaimSecure
<i>Claimant</i>	The member and/or eligible dependents
<i>Deductible</i>	The deductible amount, if shown in the Summary of your Group Benefit Plan, is the total amount of eligible expenses you must absorb in any calendar year before you are reimbursed under this plan.
<i>Dentist</i>	A person who is licensed to practice dentistry by the appropriate authority of the jurisdiction where the services are provided.
<i>Dependents</i>	<p>Spouse will mean:</p> <ul style="list-style-type: none"> • The person you are legally married to; or • The person you publicly introduce as your spouse, with whom you have been living on a regular basis. <p>Dependent Child will mean:</p> <ul style="list-style-type: none"> • A natural child, adopted child, or stepchild of you or your spouse, or a child for whom you or your spouse are the legal guardian; • Under age 21, or under age 25 if a full-time student; • Unmarried; • Not employed on a full-time basis; and • Unable to financially support oneself due to a functional mental or physical disability occurring prior to age 21, or before age 25 if the child is a full-time student, while he or she was insured under your benefit plan. <p>Proof of student status or functional impairment may be required.</p>
<i>Dispensing Fee</i>	The fee charged by a pharmacist for the preparation and dispensing of prescription drugs.
<i>Employee</i>	A person who is a resident of Canada, who is actively employed by the employer and who is a member of an eligible classification.
<i>Employer</i>	<u>Royal Victoria Regional Health Centre</u>
<i>Generic Drugs and Medicine</i>	The lowest cost drugs and medicines that contain the same amount of the same active ingredients in the same dosage form as that indicated in a physician's prescription.

<i>Hospital, Institution</i>	<p>A hospital means a facility, legally constituted as a hospital, which:</p> <ul style="list-style-type: none"> • Is licensed as a hospital where such licensing laws exist and, in Canada, is approved by the Province in which it is situated to provide insured hospital services in accordance with the Government Health Insurance Plan of such Province; and • Is operated primarily to provide medical, diagnostic and surgical facilities for the care and treatment of sick and injured persons on an in-patient basis; and • Has a staff of one or more physicians available at all times and provides twenty-four hour nursing service by graduate registered nurses; and • Is not principally a sanatorium, a rest home, a convalescent hospital, a nursing home, a home for the aged, an institution solely for the provision of custodial care or other than incidentally, is not principally a medical facility which provides for the treatment of mental illness, alcoholism or drug addiction.
<i>In-patient</i>	A person admitted to and assigned a bed in a hospital in-patient area by the order of a physician.
<i>Medical Emergency</i>	Any acute, unexpected condition, illness, disease or injury that requires immediate medical treatment.
<i>Participant</i>	An employee whom the employer identifies as being entitled to coverage under this plan and who has submitted all eligibility requirements.
<i>Physician</i>	A person who is operating within the scope of his license and either licensed to practice medicine and prescribe and administer drugs or to perform surgery or legally qualified as a medical practitioner and required to be recognized, under the plan for insurance purposes, according to the insurance statutes or the insurance regulations of the governing jurisdiction.
<i>Planholder /Policyholder Provincial Health Plan</i>	<p><u>Royal Victoria Regional Health Centre</u></p> <p>Any plan which provides hospital, medical, or dental benefits established by the government in the province where the participant lives and which is governed by the Canada Health Act.</p>
<i>Reasonable and Customary Costs</i>	The costs incurred for eligible, covered medical services or supplies that do not exceed the standard costs of other providers of similar standing in the same geographic area, for the same treatment of a similar illness or injury.
<i>Waiting Period</i>	The continuous length of time you must be actively employed with your employer in an eligible class to become eligible for benefits.

General Provisions of Your Coverage

	<p>WHO IS ELIGIBLE FOR COVERAGE?</p>
<i>Employee</i>	<p>You are eligible for Benefits if you:</p> <ol style="list-style-type: none"> 1. are a full-time active employee; 2. are a member of an eligible class/unit; 3. are younger than the termination age; 4. are residing in Canada, and are insured under a Provincial Health Insurance Plan; and 5. have completed the waiting period if applicable. <p>The termination age and waiting period may vary from benefit to benefit. For this information, please refer to each benefit in the Summary of your Benefit Plan.</p>
<i>Dependent(s)</i>	<p>Your dependent(s) are eligible if you are eligible; and</p> <ul style="list-style-type: none"> • The dependent meets the age conditions as specified in the Summary of your Benefit Plan; • For health benefits, the dependent must reside in Canada, and be covered under a Provincial Plan.
	<p>WHEN DOES YOUR COVERAGE BEGIN</p>
<i>Commencement of Benefits</i>	<p>If you are an active member, you will be covered:</p> <ul style="list-style-type: none"> • The benefit effective date as shown in the Summary of your Benefit Plan; • The date you have completed the waiting period for each benefit and are eligible for coverage.
	<p>WHEN DOES YOUR DEPENDENT COVERAGE BEGIN</p>
<i>Commencement of Benefits - Dependents</i>	<p>Your dependent coverage becomes effective:</p> <ol style="list-style-type: none"> 1. the date you become eligible; 2. the date you first acquire a dependent.
	<p>WHEN DOES YOUR COVERAGE END</p>
<i>Termination of Participant Benefits</i>	<p>Your Coverage will terminate:</p> <ol style="list-style-type: none"> 1. the date you cease to be an eligible member; or 2. the date the Benefit Plan terminates; or 3. the date you reach the benefit maximum age.
	<p>WHEN DOES YOUR DEPENDENT COVERAGE END</p>
<i>Termination of Dependent Benefits</i>	<p>Your dependent coverage terminates:</p> <ol style="list-style-type: none"> 1. the date your coverage terminates; or

	<ol style="list-style-type: none"> the date that you are no longer eligible for benefits; or the date the dependent ceases to be an eligible dependent; or the date on which dependent benefits under the plan are terminated; or the date the dependent child(ren) reach the dependent/student maximum age, as defined in the plan details.
	WHAT WILL HAPPEN TO YOUR BENEFITS IF THERE ARE CHANGES IN LEGISLATION
<i>Conformity with Local Legislation</i>	Any provision of the plan which, on its effective date, is in conflict with the legislation of the locality in which the plan is delivered is hereby amended to conform to the minimum requirements of those legislations.
	WHAT IF BOTH YOU AND YOUR SPOUSE EACH HAVE YOUR OWN HEALTH AND DENTAL BENEFIT PLAN
<i>Co-ordination of Medical and Dental Benefits</i>	<p>If you or your dependents are covered for similar benefits under another plan, Coordination of Benefits allows for reimbursement of covered medical and dental expenses from all plans, up to a total of 100% of the actual expense incurred. Plan means any plan providing benefits or services under:</p> <ol style="list-style-type: none"> other Benefit programs; any other arrangement of coverage for individuals in a group.
<i>Order of Benefit Payment</i>	<p>The payment of benefits depends on which plan is the primary carrier. The "primary carrier" is responsible for making the initial payment towards the eligible expense. The "secondary carrier" is responsible for paying the balance up to that plan's maximum.</p> <p>Example: If John Smith purchases a prescription drug for \$30 for himself, and his employer's plan covers 80% of prescription drug expenses and his wife's insurance plan covers 90% of prescription drug expenses, then, John's employee plan would pay 80% of \$30, or \$24. John would send a second claim to his wife's plan with the explanation of benefits from his plan and his wife's plan would pay 90% of the \$30 to a maximum of \$6.00.</p>
<i>Dependent Child</i>	<p>For claims incurred by your dependent child, priority will be attributed as follows:</p> <ol style="list-style-type: none"> the plan of the parent with the earlier day and month of birth in the calendar year, or if both parents are born on the same day, the plan of the parent whose first name begins with the earlier letter in the alphabet.

	<i>Prescription Drug Benefit</i>
	<p>If you or your dependents incur charges for any of the covered expenses listed below, your prescription drug benefit can provide financial assistance as specified in the Summary of your Benefit Plan.</p> <p>All eligible expenses may be subject to a deductible amount, a co-payment and plan maximums.</p> <p>WHAT IS THE DEDUCTIBLE AND CO-PAYMENT</p> <p><i>Deductible Amount</i> The deductible (if any) as shown in the Summary of your Benefit Plan, is the amount that you are responsible for, in each benefit period, before drug benefits are payable under this plan.</p> <p><i>Co-payment</i> The co-payment (if any) as shown in the Summary of your Benefit Plan is the amount for which you are responsible to pay.</p> <p>HOW DOES THE PLAN PROTECT YOUR FAMILY IF YOU DIE</p> <p><i>Survivor Benefit</i> In the event of your death while you are covered for drug benefits under this plan, the coverage for your surviving covered dependents at your death will continue in force but not beyond the earliest of:</p> <ol style="list-style-type: none"> 1. the date of remarriage of the surviving spouse; 2. 24 months from your death; 3. the date of death of the survivor; 4. the date that the survivor no longer qualifies as a dependent, if a child; or, 5. the date the plan terminates. <p>WHAT IS THE LIFETIME MAXIMUM</p> <p><i>Lifetime Maximum</i> The lifetime maximum (if any) as shown in the Summary of your Benefit Plan.</p> <p><i>Prescription Drugs - Reimbursement</i> This plan covers the cost:</p> <ol style="list-style-type: none"> 1. Most drugs which by law or convention require a physician's or dentist's prescription; 2. Insulin supplies (i.e. needles, syringes, lancets and diagnostic tests), but excludes swabs, rubbing alcohol, control solution, etc.; 3. Most injectable drugs, serums, vaccines and injectable vitamins; 4. Extemporaneous compounds prepared by a pharmacist which meet with ClaimSecure's coverage criteria; 5. Fertility drugs; 6. Anti-Obesity; 7. IUD; 8. Contraceptive Patches; 9. Oral Contraceptives; 10. Nuvaring; 11. Insulin infusion set, Insulin infusion glass cartridge 3.15 ML, Insulin infusion tubing. <p>Charges will be payable for up to a 100-day supply per prescription.</p>

SPECIAL AUTHORIZATION PROGRAM

As part of ClaimSecure's commitment to continually enhance our product offering to the benefit of our valued customers, a Special Authorization process for Specialty Drugs has been implemented. To obtain a list of the Specialty Drugs and their approval criteria, please visit www.claimsecure.com.

This process reduces drug benefit cost while ensuring that members receive the most appropriate and cost efficient drug therapy.

If a member goes to the pharmacy with a prescription for a special authorization drug, it will be declined with the message "DIN Not Covered, May Require Special Authorization". The process to obtain special authorization drug approval is as follows:

- Obtain special authorization form from the ClaimSecure website at www.claimsecure.com forms library, or by calling our bilingual national call centre at 1-888-513-4464.
- Take the form to the doctor for completion if the member meets the clinical criteria.
- Return the completed form to ClaimSecure's Clinical Service Department by mail or fax to:

Mailing Address:

ClaimSecure
City Centre Plaza
1 City Centre Drive, Suite 620
Mississauga, ON L5B 1M2
Or

Fax Number:

(905) 949-3029

- ClaimSecure will reply in writing within 10 working days upon receipt.

WHEN IS A PRESCRIPTION DRUG NOT COVERED

Charges for the following are not covered:

1. drugs of experimental nature or obtained under a federal emergency drug program;
2. any drug medication which may be purchased without a prescription according to the Food and Drugs Act, Canada or provincial legislation in effect where the drug is dispensed. This further excludes over-the-counter (OTC) products whether prescribed or not;
3. drugs used to treat erectile dysfunction;
4. anabolic steroids;
5. anti-smoking agents;
6. first aid and surgical supplies;
7. atomizers and vaporizers;
8. oral vitamins, minerals, dietary supplements, infant formulas;
9. any proprietary or patent medicines or GP products registered under the Food and Drugs, Act Canada;
10. drugs dispensed during treatment as an in-patient or out-patient in a hospital;
11. charges for the administration of drugs, serums or vaccines;

*Prescription
Drugs -
Exclusions*

12. salt and sugar substitutes;
13. contact lens care products;
14. diaphragms;
15. Dr. Bernstein;
16. lozenges, mouthwash, toothpastes and cosmetics;
17. non-medicated shampoos, skin cleansers, skin protectors, emollients and soaps, and products used for aesthetic, cosmetic or bodily hygienic purposes, even if a prescription is legally required;
18. any benefit provided by a government plan.

**IMPORTANT
NOTE:**

In the case of a generic plan, the pharmacist will only be reimbursed for the lowest priced substitutable drug, as provided for in the Provincial Drug Benefit Formulary.

**RAMQ Drug
coverage-
Québec
members**

Québec Members

In Québec, everyone must be covered by prescription drug insurance. Those under 65 years of age must subscribe to a private drug plan if one is offered to them. When persons who turn 65 years of age remain eligible for a private plan offering basic prescription drug coverage, they have a choice to make. They may decide to be insured:

- Only by the public plan, administered by the Régie de l'assurance maladie du Québec (RAMQ); or
- By the public plan (first payer) and by a private plan offering additional coverage (second payer); or
- Only by a private plan offering drugs covered a listed on the List of Medications maintained by RAMQ.

Before deciding, they must ask their Plan Administrator about the various options available and their cost.

Drug Coverage

The drugs covered by RAMQ are listed on the List of Medications, which comprises over 5,000 prescriptions drugs—this includes the following therapeutic categories:

- Infertility
- Erectile dysfunction
- Smoking cessation

All private insurers must cover at least the drugs listed on the List of Medications, thereby providing equal coverage for all Québec residents.

Extended Healthcare Benefit

If you or your dependents incur charges for any of the covered expenses listed below, your extended healthcare benefit can provide financial assistance as specified in the Summary of your Benefit Plan.

ClaimSecure shall pay reasonable and customary charges in the geographic area where the claim occurs, for the services, supplies and equipment set out below when the services, supplies and equipment are:

- Ordered by a physician or other healthcare provider. A physician means a doctor of medicine who is legally qualified to practice medicine or surgery and is licensed by the appropriate board in the jurisdiction where his or her services are rendered. A healthcare provider is defined as a licensed, certified, registered or chartered practitioner licensed to practice in the jurisdiction where the services are provided.
- Medically necessary services defined as services, equipment or supplies consistent with the diagnosis and treatment of the condition and in accordance with the standards of good medical practice. The order, recommendation or approval of a physician does not make the service medically necessary.
- Not covered or eligible for coverage by any government program or plan;
- Subject to all applicable limitations, exclusions and maximum benefit limits and any deductible or co-insurance specified in the Master Application;
- Must be incurred while you are eligible under this benefit.

All eligible expenses may be subject to a deductible amount, a co-payment and plan maximums.

WHAT IS THE DEDUCTIBLE AND CO-PAYMENT

Deductible Amount

The deductible amount (if any) as shown in the Summary of your Benefit Plan, is the amount that you are responsible for, in each benefit period, before health benefits are payable under this plan.

Co-Payment

The co-payment amount (if any) as shown in the Summary of your Benefit Plan, is the percentage of eligible expenses paid by your plan less the deductible amount, if any. The amount reimbursed for any covered expense is subject to any plan limitations.

HOW DOES THE PLAN PROTECT YOUR FAMILY IF YOU DIE

Survivor Benefit

In the event of your death while you are covered for extended health benefits under this plan, the coverage for your surviving covered dependents at your death will continue in force but not beyond the earliest of:

1. the date of remarriage of the surviving spouse;
2. 24 months from your death;
3. the date of death of the survivor;
4. the date that the survivor no longer qualifies as a dependent, if a child; or
5. the date the plan terminates.

<i>Lifetime Maximum</i>	<p>WHAT IS THE LIFETIME MAXIMUM</p> <p>The lifetime maximum (if any) as shown in the Summary of your Benefit Plan.</p>
<i>Covered Expenses</i>	<p>WHICH MEDICAL EXPENSES ARE COVERED BY THE PLAN</p> <p>Coverage is integrated with coverage provided by your Provincial Health Plan and you must be covered by your Provincial Health Plan to be eligible for this benefit. The expenses specified are covered to the extent that they are reasonable and customary, as determined by ClaimSecure.</p> <p>In order to be covered, an expense:</p> <ul style="list-style-type: none"> • Must be incurred while you are covered under the plan; • Must be reasonable and customary and medically necessary in the treatment of sickness or injury; • Must be recommended by a physician; • Legally insurable; • Must be incurred in Canada.
<i>Hospital</i>	<p>Charges, in excess of the hospital's public ward charge for accommodation and meals while in a hospital in Canada as an in-patient, up to the amount specified in the Summary of your Benefit Plan. Benefits are only payable if:</p> <ul style="list-style-type: none"> • The accommodation was specifically elected by the patient; • Hospital was recommended by the attending physician; and • The patient effectively receives curative treatment for illness, injury or for pregnancy. <p>Limitations</p> <ul style="list-style-type: none"> • Charges for custodial or long-term care in a convalescent hospital, nursing home or similar institution will not be considered an eligible expense; • Room charges for outpatient care, day surgery, nursing home, home for the aged, and rest home will not be considered an eligible expense; • Charges for the administrative fees charged by the hospital will not be considered an eligible expense; • Between SIMUS hospitals, covers the difference in charges between private and semi-private hospital room; • Room and Board – charges by a private hospital to a maximum of \$10 per day to a maximum of 120 days per lifetime; • Chronic Care Facility – charges for accommodation in a public chronic hospital or in a chronic wing facility of a public hospital for semi-private room up to \$3.00 per day to a maximum of 120 days per calendar year. Mental Hospitals and Nursing homes are not covered.
<i>Nursing Care</i>	<p>Services which are deemed to be within the practice of nursing and which are provided in the patient's home by a:</p> <ul style="list-style-type: none"> • Registered graduate nurse (R.N.) ONLY. <p>Who is duly qualified and registered with the appropriate provincial registry or the out of province equivalent.</p>

The services must be made on the recommendation of a physician and must require the specific skills of a trained nurse and be commensurate with the nature and gravity of the sickness or injury being treated. The services must be approved by ClaimSecure with such approval being subject to periodic reassessment. Covered expenses are subject to the maximum specified in the Summary of your Benefit Plan. Among others, nursing care includes:

- Instructions for care following surgery;
- Checking blood pressure and vital signs;
- Change bandages and dressing wounds;
- Administration of medication and monitoring solutions;
- Sutures and clips;
- Taking samples (blood and other).

Charges for the following services are not covered:

- Services performed by a nursing practitioner who is related to or lives with either you or any of your dependents;
- Homemaking or companion duties; and
- Services which can be performed by a person of lesser qualification, a relative, friend, or a member of the patient's household.

Pre-determination of Benefits

Services must be pre-approved by ClaimSecure with such approval being subject to periodic reassessment.

Ambulance

Reasonable and customary charges for emergency transportation to the nearest hospital by a licensed ground ambulance service. In addition, when the circumstances dictate (as pre-approved by ClaimSecure), coverage may be considered for transportation by air or rail or water.

Diagnostic Laboratory

Diagnostic laboratory and x-ray procedures which are defined as diagnostic testing of blood, urine or other bodily fluids and tissues and radiographic examinations performed in the covered person's province of residence are covered when coverage is not available under the Provincial Government Plan.

Eye Exams

In provinces where routine eye exams are covered under the applicable Provincial Health Plan in any consecutive 24 month benefit period, no payment will be made for routine eye exams under this plan.

In all other provinces, claim payment will be made for one routine eye exam, performed by an optometrist or ophthalmologist, in any consecutive 24 month benefit period. Covered expenses are subject to the maximum specified in the Summary of your Benefit Plan.

Vision Care

Frames and prescription lenses, or prescription contact lenses when dispensed by a licensed Optometrist, Optician or Ophthalmologist, as specified in the Summary of your Benefit Plan. Laser Eye Surgery and Repairs are covered.

Exclusions:

- Safety glasses or safety goggles;
- Replacement of lost, stolen or broken lenses or frames;

- Duplicate or spare eye glasses;
- Intra-ocular lens implants;
- Non-prescription sunglasses;
- Refractions required by a client, government body or other third party.

SPECIAL VISION BENEFIT AFTER SURGERY

An initial pair of frames and one (1) corrective lens, contact lens or prosthetic lens after cataract surgery. Maximum benefit is one (1) per eye per lifetime per covered person.
Note: This benefit is *in lieu* of the frames and prescription lenses, or prescription contact lenses benefit.

Paramedical Practitioners

Services provided by Paramedical Practitioners as specified in the Summary of your Benefit Plan. The only expenses covered are those incurred for consultations or treatments rendered by a health professional. The latter must be a member in good standing of the professional association governing the exercise of the professional's activities and/or use of the title. Failing the existence of such an association, expenses incurred for consultations or treatments rendered by a health professional member of a professional association recognized by the Insurer are covered.

Only one treatment per day per insured by the same professional is covered.

The professional must not reside with the insured nor be a relative.

Services of a physiotherapist will be considered eligible only if the claimant is not confined to a hospital.

Medical Equipment

For all medical equipment and supplies covered under this provision, covered expenses will be limited to the cost of the device or item that adequately meets the patient's fundamental medical needs, provided the expense is incurred in your province of residence.

Mobility Equipment

Rental for temporary use of:

- Crutches, canes, walkers;
- Wheelchair, standard, or where medically required electric – Unlimited, including repairs.
Note: Pre-approval is required from ClaimSecure.

Durable Medical Equipment

Rental or, when approved by the administrator and prescribed by a physician, purchase of but not the repair, maintenance or replacement of:

- Oxygen and the equipment needed for its administration;
- Apnea monitors for respiratory dysrhythmias;
- Tracheostoma tubes, supplies included.

Non-Dental Prostheses and Supports

Purchase of:

- External prosthesis and standard artificial limb(s) for each limb if the disability causing the loss of the natural limb was suffered while the patient was covered by this benefit;
- Myoelectric or Sport prosthesis – consideration will be limited to the amount that would otherwise be paid for standard type artificial limbs;
- Artificial eyes including repair and replacement – Implants and Shells are covered;
- External breast prosthesis up to an unlimited maximum per benefit period required because of a total or radical mastectomy;
- Stump socks;

	<ul style="list-style-type: none"> Wigs required as a result of chemotherapy or radiation treatment for cancer up to a lifetime maximum of 1 wig per Claimant. <p>Under no circumstances will maintenance of any durable equipment be an eligible expense.</p>
<i>Other Medical Equipment</i>	<p>Rental or, when approved by the administrator, purchase of but not the repair, maintenance or replacement of therapeutic devices to the maximum specified in the Summary of your Benefit Plan. Devices include:</p> <ul style="list-style-type: none"> Insulin infusion sets/reservoirs, including tubing, needle (cannula), glass/plastic cartridge, 3cc syringe, 3cc for minimed pump only - excluding insulin infusion pump; Glucometer to a maximum of once every forty-eight (48) consecutive months; Standard hospital beds excluding electric hospital beds; Surgical stockings combined with arm sleeves/surgical gauntlets, support hose and compression stockings to a maximum of six (6) per calendar year; Surgical brassieres to a maximum of six (6) pairs per calendar year; Ostomy supplies only; Urethral catheters; Respirators; Surgical Bandages or dressings; Radium therapy; Blood products such as blood transfusions, blood plasma or other blood products; Urinary kits; Cochlear Implants covered \$1500 per person every (36) consecutive months.
<i>Hearing Aids</i>	<p>Purchase and the repairs of hearing aids up to the maximum specified in the Summary of your Benefit Plan. A physician or audiologist referral is required for the purchase of a hearing aid. Provincial assistive device program maximums will be taken into consideration where applicable. Note: Hearing tests, batteries and ear moulds are not covered.</p>
<i>Orthopaedic Equipment</i>	<p>Purchase, adjustment, replacement or repair of the following types of orthopaedic equipment:</p> <ul style="list-style-type: none"> Splints, including splints attached to a brace but excluding dental splints – Note: intra-oral splints are not covered; Casts; Braces – Note: braces are wearable, orthopaedic appliances and must be made of rigid or semi-rigid material such as metal or hard plastic to hold parts of the body of the correct position; Cervical collars.
<i>Foot Orthotics</i>	<p>Foot orthotics must be individually designed and constructed to medical specifications from an officially licensed laboratory specializing in foot orthotics to the maximum listed in the Summary of your Benefit Plan. A written referral from a physician or chiropodist/podiatrist will be required.</p> <p>Eligible Dispensers:</p> <ul style="list-style-type: none"> Orthotist (CO or CPO(c)); Pedorthist (C PED (c) or C PED (MC));

	<ul style="list-style-type: none"> • Podiatrist (DPM) or; • Chiropodist (D CH or D Pd M). <p>In order to consider your claim, the following information is required:</p> <ul style="list-style-type: none"> • Original pre-dated physician/chiropodist or podiatrist referral including your diagnosis; • Prescriber and dispenser must be two different providers unless the orthotic or orthopaedic shoes were sent to an offsite laboratory to be fabricated; • If the orthotic or orthopaedic shoes were sent to an offsite laboratory, the laboratory information is required; • Gait analysis or biomechanical exam; • Description of how they were fabricated and raw materials used and; • Name, license number and credentials of practitioners; • Paid in full receipt.
<i>Orthopaedic Shoes</i>	<p>Purchase, adjustment, replacement or repair of shoes custom designed and made to measure for the insured from a cast when such shoes are needed to correct a defect in the foot and are obtained from a specialized orthopaedic laboratory holding a license issued by legal authorities.</p> <p>Eligible Dispensers:</p> <ul style="list-style-type: none"> • Orthotist (CO or CPO(c)); • Pedorthist (C PED (c) or C PED (MC)); • Podiatrist (DPM) or; • Chiropodist (D CH or D Pd M). <p>Note: Physician's or chiropodist/podiatrist's referral required.</p> <p>In order to consider your claim, the following information is required:</p> <ul style="list-style-type: none"> • Original pre-dated physician/chiropodist or podiatrist referral including your diagnosis; • Prescriber and dispenser must be two different providers unless the orthotic or orthopaedic shoes were sent to an offsite laboratory to be fabricated; • If the orthotic or orthopaedic shoes were sent to an offsite laboratory, the laboratory information is required; • Gait analysis or biomechanical exam; • Description of how they were fabricated and raw materials used and; • Name, license number and credentials of practitioners; • Paid in full receipt.
<i>Accidental Dental</i>	<p>Reasonable and customary charges for the services of a licensed dental provider to repair or replace sound natural teeth damaged as a result of a direct accidental blow to the mouth while covered under this benefit. Payment will be made provided the services are rendered within ninety (90) days following the date of the accident and must be completed within 1 year from such date and while you are covered for this benefit under this plan.</p> <p>Note: Pre-approval by ClaimSecure is required.</p>

*Limitations and
Exclusions*

WHICH HEALTH EXPENSES ARE NOT COVERED UNDER THE PLAN

No reimbursement will be made under this benefit for the following charges:

1. patient lifters;
2. control devices such as reflectometers, dextrometers, stethoscopes, sphygmomanometers or other similar devices;
3. homeopathic services and homeopathic supplements and remedies;
4. home accessories such as a whirlpool, air purifiers, humidifiers, air conditioners or other similar devices. "Home accessories" include: toilet seats, support rails, humidifiers, air conditioners, "air filters", Doctor Gibaud articles (articles supplying heat), electric cushions, heating pads for cars, solar lamps, thermometers, sitbaths, pressure devices, sphygmomanometers or similar devices, ("water pik") electric toothbrushes, hydrotherapeutic apparatus, sheep skins (for bed sores), alarms for children suffering enuresis (nighttime incontinence); etc;
5. any portion of the charge for services in excess of the reasonable and customary charge normally incurred for an illness of the same nature and severity in the locality where the service is provided;
6. any covered expense incurred during a period of hospital confinement which began before the covered person became covered under the plan. This limitation will not apply to a child who became covered at birth;
7. for dental services except covered expenses under the accidental dental benefit;
8. expenses resulting from any attempted suicide or self-inflicted injuries or illness while sane or insane;
9. medical care for which benefits are payable under any other benefit provision of this plan;
10. medical care resulting from riot, insurrection, war or hostilities of any kind, or any act incident thereto whether war be declared or not and whether or not the claimant was participating therein;
11. medical care for which the claimant is entitled to indemnity or compensation under any Workplace Safety and Insurance Board (WSIB) or similar legislation;
12. medical care payable in whole or in part by a government under any Government Health Insurance Plan or which would have been payable had the claimant been covered there under or had proper application been made;
13. medical care to the extent that the applicable government jurisdiction prohibits the payment of any benefits;
14. expenses resulting from the committing of, attempt to commit a criminal offence including, without restriction, an assault;
15. medical screening or examinations required for the use of a third party;
16. medical care provided by a medical or dental department maintained by an employer, an association, labour union, trustee or similar type of group;
17. broken appointments, transportation costs (including travelling time) of the practitioner, advice received by telephone or other means of telecommunication, or the completion of claim forms required by this provision;
18. medical care, the charge for which the claimant is not legally required to pay, or for which there is no charge, or for which there would have been no charge but for the existence of a group health benefit plan;

19. medical care which is experimental or not necessary according to generally accepted standards of medical practice in Canada;
20. medical care rendered principally for cosmetic purposes (as determined by the administrator), except when such medical care is necessitated by accidental injury;
21. medical care for the replacement of an appliance which has been lost, mislaid or stolen or to provide any duplicate appliance;
22. supplies ordered or services rendered prior to the date the claimant became eligible for this benefit;
23. infant formulas, caloric supplements with or without vitamins or minerals;
24. services or supplies associated with recreation or sports rather than with other daily living activities;
25. services or supplies not listed as covered expenses;
26. services or supplies received outside Canada except as provided under the out-of-country emergency care;
27. shipping and handling charges;
28. expenses that private insurers are not permitted to cover by law;
29. services and supplies not shown in the included list of benefits;
30. the diagnosis or treatment of infertility;
31. any claim expense or service provided by an immediate family member;
32. healthcare services or supplies due to intentional self-inflicted injury; and
33. expenses paid under any Welfare Act, any Act respecting Workmen's Compensation, care and services provided in municipal, provincial or federal clinics as well as charges incurred for cosmetic purposes or for treatment of mental illnesses which would normally be paid by public organizations.

Dental Care Benefit

	<p>WHAT IS THE DEDUCTIBLE AND CO-PAYMENT</p>
<i>Deductible Amount</i>	The deductible amount (if any) as shown in the Summary of your Benefit Plan, is the amount that you are responsible for, in each benefit period, before dental benefits are payable under this plan.
<i>Co-Payment</i>	The co-payment amount, as shown in the Summary of your Benefit Plan, is the percentage of eligible expenses paid by your plan less the deductible amount, if any. The amount reimbursed for any covered expense is subject to any plan limitations.
	<p>WHEN SHOULD YOU GET AN EXPENSE PRE-APPROVED</p>
<i>Pre-Determination of Benefit</i>	If the total cost of any proposed treatment is expected to exceed \$1,500, it is highly recommended that ClaimSecure receive a predetermination of benefits from the attending dental provider. This predetermination will include a description of the proposed treatment, an estimate of the charges for services and dental radiographs where applicable. ClaimSecure will determine and confirm the amount of approved benefits.
	<p>WHICH DENTAL EXPENSES ARE COVERED BY THE PLAN</p>
<i>Covered Expenses</i>	<p>The following expenses are covered under the Group Plan if they are:</p> <ul style="list-style-type: none"> • Necessary dental services defined as dental services that are consistent with the diagnosis and treatment of the condition and in accordance with standards of good dental practice; • Not covered or eligible for coverage by a government program or plan; • Subject to all applicable limitations, exclusions and maximum benefit limits and any deductible or co-insurance specified in the Master Contract; • Incurred while you are eligible under this benefit; • Provided by a dental provider licensed to practice in the province where the services are performed. A dental provider may be a licensed dentist, dental specialist or denturist. See Summary for more details.
	<p>LEVEL 1</p> <p>DIAGNOSTIC, PREVENTIVE AND MINOR RESTORATIVE, CROWN/BRIDGE/DENTURE MAINTENANCE, MINOR ORAL SURGICAL AND ADJUNCTIVE SERVICES</p>
<i>Clinical Oral Examination</i>	<ul style="list-style-type: none"> • Complete oral examination: (1) examination every (36) consecutive months; • Recall oral examination: (1) every (9) consecutive months age 25 and over, (1) every (6) consecutive months under age 25; • Specific oral examination: Unlimited; • Emergency examination: Unlimited.
<i>Radiographs</i>	<ul style="list-style-type: none"> • Intra oral films: <ul style="list-style-type: none"> - Bitewing films, (1) every (6) consecutive months; - Occlusal films;

	<ul style="list-style-type: none"> - Periapical films; - Post-Anterior and Lateral Skull and Facial Bone Radiographs; - Sialography Radiographs; - TMJ Radiographs; - Cephalometric Radiographs; - Tomography Radiographs. <ul style="list-style-type: none"> • Extra oral films: <ul style="list-style-type: none"> - (1) Complete Series or Panoramic film every (36) consecutive months; - Duplication of a Complete Series of 12 Radiographs; - Extra oral Radiographs.
<i>Laboratory Tests</i>	<ul style="list-style-type: none"> • Bacteriological tests/analyses; • Histopathological tests/analyses; • Microbiological tests/analyses.
<i>Preventive Services</i>	<ul style="list-style-type: none"> • Topical application of fluoride: (1) every (9) consecutive months for age 25 and over, (1) every (6) consecutive months under age 25; • Oral hygiene instruction: (1) every (9) consecutive months age 25 and over, (1) every (6) consecutive months under age 25; • Oral hygiene Re-instruction; • Polishing: (1) unit every (9) consecutive months age 25 and over, (1) unit every (6) months under age 25; • Scaling/Root Planing: Unlimited; • Interproximal diskling.
<i>Minor Restorative Services</i>	<ul style="list-style-type: none"> • Amalgam restorations non-bonded. Bonded amalgam restorations are paid up to the cost of non-bonded amalgam restorations; • Prefabricated restorations (prefabricated crowns) for primary teeth only; • Tooth coloured restorations; • Caries/trauma/pain control; • Prefabricated posts; • Retentive pins; • Permanent Teeth Prefabricated Metal; • Primary Teeth Prefabricated Plastic; • Permanent Teeth Prefabricated Plastic; • Consultations: (2) per calendar year.
<i>Repairs of Fixed Bridges and Crowns</i>	<ul style="list-style-type: none"> • Repairs of crowns/bridgework; • Recementation of crowns/bridgework.

*Rebase, Reline and
Removable Denture
Repairs*

- Denture repairs;
- Denture rebase - Unlimited;
- Denture reline – Unlimited;
- Re-insertion of Dentogenic.

*Oral Surgical
Services*

- Alveoloplasty – simple;
- Antral surgery;
- Extractions & residual root removal;
- Fractures;
- Frenectomy;
- Hemorrhage control;
- Surgical excision;
- Surgical exposure;
- Surgical incision;
- Treatment of salivary glands;
- Vestibuloplasty;
- Endodontic Exploratory Surgery;
- Perforations;
- Avulsed Tooth Replantation includes splinting.

*Adjunctive General
Services*

- Deep sedation;
- General anaesthesia;
- Nitrous oxide;
- Nitrous oxide with oral sedation;
- Parenteral conscious sedation;
- Therapeutic injections;
- House Calls;
- Office or Institutional Visits;
- Combined Techniques, Inhalation/Injection;
- Professional Communication;
- Interpretation from other source.

*Endodontic
Services***LEVEL 2 – ENDODONTIC AND PERIODONTIC SERVICES**

- Root canal therapy. Routine initial root canal therapy. Complicated root canal therapy reduced to cost of routine root canal therapy. Retreatment of root canal is covered only if at least (36) consecutive months have elapsed from the date of the initial root canal therapy. No coverage for primary teeth.
- Apexification;
- Apicoectomy;
- Bleaching of endodontically treated teeth;
- Hemisection;
- Intentional removal and implantation;
- Isolation of endodontic tooth;
- Open & drain;
- Pulpectomy;
- Pulpotomy;
- Retrofilling;
- Root amputation.

*Periodontic
Services*

- Periodontal appliances and maintenance: Unlimited;
- Management of oral disease;
- Occlusal equilibration: (8) units every 12 months;
- Periodontal abscess or periocoronitis;
- Periodontal surgery – flap approach – osteoplasty;
- Periodontal surgery – flap approach – osseous defect;
- Periodontal surgery – gingival curettage;
- Periodontal surgery – gingivoplasty;
- Periodontal surgery – gingivectomy;
- Periodontal surgery – grafts – soft tissue;
- Proximal wedge;
- Granuloma;
- TMJ Dislocation;
- Stomatoplasty;
- Post-surgical Care;
- Denture Adjustment;
- Denture Remake;
- Resetting of Teeth;

- Post-surgical Periodontal Treatment;
- Desensitization;
- Gingival Fiber Incision;
- Connective Tissue Grafts;
- Osseous Grafts;
- Periodontal Splints;
- Surgical Movement of Teeth.

LEVEL 3 – MAJOR RESTORATIVE AND MAJOR ORAL SURGICAL SERVICES

Some restrictions may apply. Prior approval is recommended.

- Prosthodontic examinations

Inlays/Onlays/ Crowns

Crown replacement frequency is every 60 months

- Inlays and Onlays - Metal, Composite & Porcelain;
- Acrylic crowns;
- Porcelain/ceramic crowns;
- $\frac{3}{4}$ Porcelain/ceramic crowns;
- Cast metal crowns;
- $\frac{3}{4}$ Cast metal crowns;
- Gold foil restorations;
- Cores – amalgam and tooth coloured;
- Equilibration casts;
- Posts, cores and posts & cores;
- Retentive pins for inlays, onlays & crowns;
- Crowns made to existing partial denture clasp;
- Metal / Acrylic Copings;
- Overdenture Restoration.

Dentures

Denture replacement frequency is every 60 months.

- Standard complete dentures;
- Cast partial dentures including partial dentures with clasps and/or rests;
- Overdentures and complicated dentures are reduced to the cost of standard dentures;
- Partial acrylic dentures including partial dentures with clasps and/or rests;
- Surgical Dentures;
- Complete Provisional Dentures.

Bridgework

Bridge replacement frequency is every 60 months

- Cast metal pontics;
- Porcelain/ceramic pontics;
- Acrylic retainers;
- Porcelain/ceramic retainers;
- Cast metal retainers;
- ¾ Cast metal retainers;
- Metal, composite and porcelain, inlay retainers;
- Metal, composite and porcelain, onlay retainers;
- Retentive pins for inlay/onlay retainers;
- Acrylic / Composite pontics;
- Replacement / Repairs;
- Re-insertion / Recementation;
- Fixed Repairs;

Major Oral Surgery

- Alveoloplasty – (not performed in conjunction with extractions).
- Implants.

LEVEL 4 - ORTHODONTIC SERVICES

- Enucleation;
- Full orthodontic treatment;
- Monthly payments;
- Oral surgery in conjunction with orthodontics, (These services will be evaluated on a case by case basis);
- Orthodontic casts;
- Surgical exposure;
- Control of oral habits;
- Myofunctional Therapy.

Space Maintainers

- Space maintainers & maintenance of space maintainers.

	<p>HOW DOES THE PLAN DETERMINE THE DATE OF SERVICE</p>
<i>Date of Service</i>	<p>An eligible expense will be deemed to be incurred on the date the service was rendered except that:</p> <ol style="list-style-type: none"> 1. where an appliance or prosthetic device is inserted, the date of service will be the date such appliance or prosthetic device was inserted; or 2. in respect of a crown, on the date such crown was placed; or 3. in respect of root canal treatment, on the date the canal was closed.
	<p>HOW DOES THE PLAN PROTECT YOUR FAMILY IF YOU DIE</p>
<i>Survivor Benefit</i>	<p>In the event of your death while you are covered for dental benefits under this plan, the coverage for your surviving covered dependents at your death will continue in force but not beyond the earliest of:</p> <ol style="list-style-type: none"> 1. the date of remarriage of the surviving spouse; 2. 24 months from your death; 3. the date of death of the survivor; 4. the date that the survivor no longer qualifies as a dependent, if a child; or, 5. the date the plan terminates.
	<p>WHICH DENTAL SERVICES ARE COVERED AFTER EMPLOYMENT HAS TERMINATED</p>
<i>Benefits After Termination</i>	<p>No benefits are payable for dental expenses incurred after the date your coverage under this benefit terminates. This would apply even if you had submitted a detailed treatment plan and ClaimSecure had advised you of the amount of eligible reimbursement.</p>
	<p>WHICH DENTAL SERVICES ARE NOT COVERED BY THE PLAN</p>
<i>Exclusions</i>	<p>In addition to the limitations and exclusions of this Benefit Plan, and those limitations and exclusions contained in the description of the benefits, the dental benefits do not cover the following:</p> <ol style="list-style-type: none"> 1. charges for services provided for cosmetic reasons only, except for orthodontic services when such services are included in the orthodontic services benefit in the schedule of dental benefits and orthodontic services are included under this benefit plan; 2. charges for missed or cancelled appointments, completion of forms, communications, or any other non-treatment services; 3. charges for services or supplies that are not necessary dental services or do not meet accepted standards of dental practice; 4. under this benefit charges which are covered under any other benefit in this benefit plan; 5. professional fees for an anesthetist; 6. replacement of lost or stolen prostheses or appliances; 7. protective appliances for athletic purposes; 8. services covered by any Workplace Safety and Insurance Board unless prohibited by any Government legislation; 9. services and supplies not shown in the included list of benefits; 10. any claim expense or service provided by an immediate family member are not eligible for coverage/payment;

11. dental services or supplies required as a result of war, terrorism, rebellion or hostilities of any kind, whether or not the covered person is a participant;
12. dental services or supplies required as a result of participation in a riot or civil disturbance;
13. expenses incurred as a result of self-inflicted injuries.

APPENDIX-2 – GRIEVANCE REPORT FORM

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO GRIEVANCE REPORT / RAPPORT DE GRIEF			
ONA LOCAL SECTION LOCALE DE L'AIO	EMPLOYER EMPLOYEUR	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF	2.	
		3.	
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT			
SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP. SIGNATURE DE LA REP. DE L'AIO:	
STEP ONE PREMIÈRE ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION DATE DE RÉCEPTION DU SYNDICAT:
			DATE SUBMITTED TO THE UNION DATE DE SOUMISSION AU SYNDICAT:
			SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
	DATE RECEIVED BY THE UNION DATE DE RÉCEPTION PAR LE SYNDICAT:		
STEP TWO DEUXIÈME ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION DATE DE RÉCEPTION DU SYNDICAT:
			DATE SUBMITTED TO THE UNION DATE DE SOUMISSION AU SYNDICAT:
			SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
	DATE RECEIVED BY THE UNION DATE DE RÉCEPTION PAR LE SYNDICAT:		
STEP THREE TROISIÈME ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION DATE DE RÉCEPTION DU SYNDICAT:
			DATE SUBMITTED TO THE UNION DATE DE SOUMISSION AU SYNDICAT:
			SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
	DATE RECEIVED BY THE UNION DATE DE RÉCEPTION PAR LE SYNDICAT:		
ON-09 REV. 01/2000 DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE			