

COLLECTIVE AGREEMENT

Between:

THE CORPORATION OF THE COUNTY OF RENFREW
Concerning its operation of

**MIRAMICHI LODGE and
BONNECHERE MANOR**

And:

ONTARIO NURSES' ASSOCIATION

Expiry Date: March 31, 2020

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – RECOGNITION.....	1
ARTICLE 3 – NO DISCRIMINATION	2
ARTICLE 4 – NO STRIKES OR LOCKOUTS.....	2
ARTICLE 5 – MANAGEMENT RIGHTS	2
ARTICLE 6 – ASSOCIATION COMMITTEES AND REPRESENTATIVES.....	3
ARTICLE 7 – ASSOCIATION SECURITY.....	6
ARTICLE 8 – COMPLAINTS AND GRIEVANCES	7
ARTICLE 9 – ARBITRATION.....	9
ARTICLE 10 – SENIORITY.....	10
ARTICLE 11 – NEW EMPLOYEES, ORIENTATION, AND EVALUATION.....	14
ARTICLE 12 – LEAVES OF ABSENCE	17
ARTICLE 13 – PREGNANCY AND PARENTAL LEAVE	19
ARTICLE 14 – HEALTH PROGRAM.....	21
ARTICLE 15 – SHORT TERM DISABILITY ALLOWANCES	22
ARTICLE 16 – PAID HOLIDAYS.....	25
ARTICLE 17 – VACATIONS	26
ARTICLE 18 – MISCELLANEOUS.....	29
ARTICLE 19 – SCHEDULES	30
ARTICLE 20 – DURATION OF AGREEMENT	30
SCHEDULE "A" – SALARIES AND CLASSIFICATION.....	32
SCHEDULE "A" – PART 2	34
SCHEDULE "B" – HOURS OF WORK AND WORKING CONDITIONS	36
SCHEDULE "C" – BENEFITS	39
SCHEDULE "D" – RETIREMENT	41
SCHEDULE "E" – CHAIRPERSONS	42
SCHEDULE "F" – OCCUPATIONAL HEALTH AND SAFETY	43
LETTER OF UNDERSTANDING	44
Re: B.7.....	44
LETTER OF UNDERSTANDING	45
Re: Vacation Planning Periods.....	45

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the registered and graduate nurses covered by this Agreement. This Agreement provides for on-going means of communication between the Association and the Employer for the purpose of discussing matters of mutual interest. It also provides means for the prompt settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established by mutual agreement.
- 1.02 It is recognized that nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents. It is agreed that appropriate on-going committees will function toward this objective.

ARTICLE 2 – RECOGNITION

2.01 Miramichi Lodge

The Employer recognizes the Ontario Nurses' Association as the sole bargaining agent of all registered and Temporary Licensed nurses employed by Miramichi Lodge in the City of Pembroke, save and except the Resident Care Coordinators, and persons above the rank of Resident Care Coordinator.

Bonnechere Manor

The Employer recognizes the Ontario Nurses' Association as the sole bargaining agent of all registered and Temporary Licensed nurses employed in a nursing capacity by the Corporation of the County of Renfrew at Bonnechere Manor in Renfrew, save and except Resident Care Co-ordinators, the Assistant Director of Care and persons above the rank of Assistant Director of Care.

- 2.02 The Employer recognizes the following categories of nurses:
- (a) A full-time nurse is a nurse who is employed on a permanent basis and who is scheduled to work the standard hours per week as specified in this Collective Agreement.
 - (b) A part-time nurse is one who works less than the normal full-time hours and is available for call-in as circumstances demand.
 - (c) A casual nurse is one who is employed on a relief or replacement basis and is available for call-in as circumstances demand.
- 2.03
- (a) A "Registered Nurse" is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act. A nurse who fails to renew or has her/his certification revoked shall not continue to be employed.
 - (b) A Nurse who holds a Temporary or Provisional Certificate of Registration as a Registered Nurse shall be placed at the start rate of the Registered Nurse's salary grid effective the date of hire.

- 2.04 All references to officers, representatives, and committee members of the Association in this Agreement shall be deemed to mean officers, representatives, and committee members of the Association's duly chartered local, namely: Local 49, Ontario Nurses' Association who are employees of Miramichi Lodge and Bonnechere Manor.

ARTICLE 3 – NO DISCRIMINATION

- 3.01 The Employer and the Association agree that there shall be no violation of the Human Rights Code by either party to this Agreement or discrimination by reason of political affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.
- 3.02 There shall be no discrimination by the Employer against any nurse on account of membership in or activities on behalf of the Association or by reason of exercising her/his rights under the Collective Agreement.
- 3.03 A nurse without jeopardizing her/his position or employment status shall be allowed to remove herself/himself or refrain from becoming involved in a situation which, in his/her judgement, is incompatible with conscience or preparation, except in an emergency situation where the act of withdrawal of services would place the patient's life in immediate danger.
- 3.04 For the purposes of this Agreement and the benefits herein, including insurance coverage, a "common-law" relationship is said to exist when an employee has a spousal relationship with another person of the same or opposite sex.
- All entitlements contained herein in respect of spouses and the relatives of spouses shall also exist in respect of common-law spouses as defined above and the relatives of common-law spouses.

ARTICLE 4 – NO STRIKES OR LOCKOUTS

- 4.01 The Association agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the Labour Relations Act 1995.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 It is agreed that Management has all the regular and customary rights of Management save and except such rights that are modified or limited by this Agreement. It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

5.02 Without limiting the generality of the foregoing, Management rights include:

The right to maintain order, discipline and efficiency, and in connection herewith to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices, to be observed by its nurses, and the right to discipline or dismiss for just cause, provided that a claim by a nurse that she/he has been unjustly disciplined or dismissed may be subject of a grievance and dealt with as hereinafter provided.

ARTICLE 6 – ASSOCIATION COMMITTEES AND REPRESENTATIVES

6.01 Negotiating Committee

- (a) The Employer shall recognize an Association Negotiating Committee of two (2) members per Home to:
 - i) Negotiate renewal agreements with the Employer;
 - ii) Discuss matters arising out of the interpretation or administration of this Agreement.
- (b) A nurse scheduled to work a night shift prior to or an evening shift on a day negotiations shall be replaced and be deemed to be working the day shift.
- (c) The Employer shall recognize two (2) nurse representative per Home appointed by the Bargaining Unit to assist nurses in the presentation of any complaints or grievances under Article 8 of this Agreement.
- (d) The Employer shall pay officers and committee members their respective salaries for time spent investigating and/or processing grievances and negotiating renewal of this Agreement while on a scheduled day of work. A nurse scheduled to work a night shift prior to or an evening shift on a day of negotiations shall be replaced and be deemed to be working the day shift.

6.02 Health and Safety Committee

- (a) The Employer and the Association agree to a joint Health and Safety Committee in accordance with the Occupational Health and Safety Act of Ontario. One member of the bargaining unit per Home shall be designated by the Association to sit on the Committee. Both parties agree to comply with all requirements of the Occupational Health and Safety Act. The Employer shall provide the Health and Safety Committee with all Workplace Safety & Insurance Board incident reports and other related health and safety records excluding;
 - i) personal medical records in the possession of the Employer,
 - ii) and any other information protected by legislation.

- (b) The parties agree that if incidents involving client action occur, such action will be recorded and reviewed at the Joint Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

The parties further agree that suitable subjects for discussion at the joint Labour Management Committee will include residents with responsive behaviours.

- (c) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker as referenced in the Occupational Health and Safety Act.
- (d) At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from the Association.

6.03

Nurse-Management Committee

- (a) There shall be a Nurse-Management Committee per home composed of two (2) representatives of the Employer one of whom shall be the Director of Care or designate and two (2) representatives of the Association one of whom shall be the Bargaining Unit President or designate. Meetings of this Committee shall be held at the request of either party but at least every three (3) months. Agenda items shall be exchanged five (5) days in advance of the meeting date.

The purpose of this Committee is to discuss matters relating to the best possible nursing care. The function of this Committee is the examination of those matters which are of mutual concern.

Chairing of this joint Committee shall rotate between Association and the Employer members of the Committee every six (6) months or as otherwise agreed.

The Chairperson or his/her designate shall be responsible for the preparation and distribution of the minutes of the meeting. Members of the Committee shall be paid their respective salaries for time spent in attendance at each meeting.

- (b) Professional Responsibility

The Employer shall recognize one (1) Professional Responsibility representative per home from the bargaining unit to assist nurses in filing and attending meetings related to professional responsibility workload reporting forms.

In the event that the Employer assigns a number of residents, or a workload, to an individual nurse or group of nurses such that the nurse or nurses have cause to believe that she/he or they are being asked to perform an amount of work which prevents her/him or them from fulfilling their professional responsibilities, the nurse or nurses shall:

- i) Complain in writing to the Nurse Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Nurse Management Committee shall convene a meeting of the Nurse Management Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Nurse Management Committee the complaint shall be forwarded to an Independent Assessment Committee composed of three (3) registered nurses: one chosen by the Ontario Nurses' Association, one chosen by the Employer and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
- iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make such findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following the completion of the hearing.
- iv) The following nurses shall constitute the panel of chairpersons:
 - 1. Jayne Harvey
 - 2. Eleanor Plain
 - 3. Anitta Robertson
 - 4. Carol Anderson

The name to be provided will be the first name on the List of Chairpersons who has not been previously assigned. When the last name on the list has been reached, the first name on the list will be the next approached, and so on in rotation.

Should the Chairperson who is scheduled to serve, decline when requested, the next person on the list will be approached to act as Chairperson.

- v) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

- (c) The assignment of patient care duties, including the delegation or direction of duties by members of the bargaining units to other health care providers, shall be in accordance with the *Regulated Health Professions Act* and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario from time to time, and any Employer policy related thereto shall meet those requirements.
- (d) The Employer agrees to employ sufficient registered staff and health care aides to meet the staffing needs that may be set from time to time by statute and/or regulation.

- 6.04 The Association Committee shall have the right to have the assistance of representatives or consultants from outside the employ of the Employer.
- 6.05 The Association will provide the Employer with the names of its officers and committee members. This list will be revised when changes occur.
- 6.06 Non-employee association officials shall notify the Administrator when visiting the Long Term Care Home and be required to obtain permission to speak with nurses while they are on duty unless expressly authorized by this Agreement. During working hours, officers and committee members shall be allowed a reasonable length of time from regular duties to attend to the problems of nurses.
- 6.07 Nurses who are members of other committees arising from their employment will suffer no loss of earnings for time spent during regular working hours for attending committee meetings.

Where a nurse attends a committee meeting as an appointed member outside of regularly scheduled hours, she will be paid at straight time for all hours spent in attendance at meetings.

This applies to committees where participation is deemed mandatory by the Employer.

ARTICLE 7 – ASSOCIATION SECURITY

- 7.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association.

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

The amount of the regular monthly dues shall be those authorized by the Association and the Provincial Secretary Treasurer of the Association shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.02 The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

- 7.03 The amounts so deducted shall be remitted monthly to the Provincial Secretary Treasurer of the Association. In remitting such dues the Employer shall provide a list of nurses from whom deductions were made including deletions and additions (i.e. new employee, leave of absence, termination) from the preceding month and their social insurance numbers, addresses and classifications (full-time, part-time or casual).
- 7.04 The Employer shall provide each nurse with a statement of income and deduction for income tax purposes (T4 Supplementary Slip) which shall include therein the deduction for Association dues.

ARTICLE 8 – COMPLAINTS AND GRIEVANCES

- 8.01 Parties to this Agreement believe that it is important to address complaints and grievances as quickly as possible. Notwithstanding any provision contained in this Article, any nurse and/or the Association may present a complaint at any time without recourse to the formal written procedures herein described.
- 8.02 A nurse may lodge a complaint or grievance if she/he feels that the Employer has acted contrary to this Agreement in regard to its interpretation, application, administration or alleged violation, or if the nurse feels she/he has been unfairly disciplined or discriminated against.
- 8.03 In all steps of this grievance and complaint procedure, the Employer will give an aggrieved nurse the option of being accompanied or represented by an officer or representative of the Association.
- 8.04 The procedure shall be as follows:

Step 1

The nurse shall discuss a verbal complaint with a Director of Care or, in the absence of the Director of Care, her/his designate, within fourteen (14) calendar days, following the event giving rise to the complaint with no time restriction on matters relevant to payroll. The Director of Care, or designate, shall reply to the complainant within ten (10) calendar days of receipt of the verbal complaint, and if the reply is unsatisfactory to the complainant or her/his representative, Step 2 may be followed within ten (10) calendar days.

Step 2

Failing a satisfactory settlement under Step 1, the grievance shall be presented to the Home Administrator, or designate(s). Within ten (10) calendar days, after a grievance has been referred as above, the Home Administrator, or designate(s), will meet with the Association Committee (Clause 6.1) to discuss the grievance. A written reply to the grievance will be given within ten (10) calendar days after this meeting is held. If such reply is not satisfactory to the nurse and/or the Association, the grievance may be referred to arbitration within fifteen (15) working days to the grievance officer and copied to the Labour Relations Officer, of the response arising out of the Employer/Association meeting. Either party may have representatives or consultants attend the meeting provided that either party gives two (2) working days' notice when a representative or consultant is to attend.

8.05 Discharge and Suspension

- (a) An employee may be discharged or suspended in the event they are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer; or they overstay a leave of absence without written permission of the Employer. For the purpose of this clause a working day shall be deemed a scheduled day of work.
- (b) The Employer, prior to discharging or suspending a nurse, shall inform the nurse of her/his rights to have an Association representative present at the time of notification of suspension or discharge and shall submit to the nurse and to the Association the reason for such action. Should a grievance arise from such discharge or suspension, it shall proceed directly to Step 2 of the grievance procedure and must be presented in writing, dated and signed, within ten (10) working days following the discharge or suspension. Discharge or suspension grievances may be settled by confirming the Employer's action, reinstating the nurse in her/his former position without loss of seniority rating and with full compensation for time lost, or any other arrangements which are satisfactory in the opinion of the parties or in the opinion of a Board of Arbitration, should this matter be referred to such a Board.

8.06 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a nurse to abandon her/his grievance or refrain from exercising her/his right to present a grievance, as provided in this Agreement.

8.07 Where a nurse has been represented by the Association in the presentation of her/his grievance, the Employer will provide the President of the Association with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the nurse.

8.08 Time Limits

- (a) Time limits fixed in both Complaints and Grievance and Arbitration Procedures may be extended by the mutual consent of the parties in writing.
- (b) Saturday, Sunday, and paid holidays shall not be counted in determining the time in which any action is to be taken or completed in any steps of the Complaints and Grievance Arbitration Procedures.
- (c) If no reply is received by the grievor at any step of the grievance procedure within the given time limits, the grievance may be referred to the next step.

8.09 Policy Grievance & Group Grievance

- (a) This shall be defined as a grievance arising directly between the Employer and the Association concerning interpretation, application or alleged violation of this Agreement. This grievance shall proceed directly to Step 2.

- (b) In the event of a grievance common to a group of nurses, the Association may file a group grievance on behalf of such a group commencing at Step 2 of the grievance procedure.

ARTICLE 9 – ARBITRATION

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance may be referred to arbitration through the expedited process, Section 49 of the Labour Relations Act. Alternatively, the grievance may be referred to a board of arbitration and notice to this effect shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairperson.

If the recipient of the notice fails to appoint a nominee, or if the two appointees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of the majority is the decision of the arbitration board, but if there is no majority the decision of the chairperson governs.

9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9.03 Each of the parties hereto will jointly bear the expenses and fees of the chairperson of the arbitration board and will pay all the fees and expenses of the nominee it appoints.

9.04 The arbitration board shall make such decisions as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance then before it.

9.05 Where ever the "Arbitration Board" is referred to in the Agreement, the parties may mutually agree, in writing, to substitute a single Arbitrator for the Arbitration Board at the time of referral to Arbitration.

The Chair shall be selected from the list attached to the Collective Agreement as Schedule "E".

ARTICLE 10 – SENIORITY

10.01 A seniority list of nurses showing seniority by total hours, shall be posted by the Employer twice per year by January 31st and July 31st.

Institutional Service is defined as length of service with the Employer, as adjusted by Article 10.04, from date of last hire. A part-time nurse shall accumulate seniority on the basis of one (1) year for each fifteen hundred (1500) hours worked.

10.02 (a) Seniority and service for full-time employees shall be defined as the length of continuous service since the date of last hire, subject to Article 11.03, 11.05, and any other related provision of the Collective Agreement.

(b) Part-time employees shall accumulate seniority and service on the basis of fifteen hundred (1500) hours worked since the date of last hire, equals one year of seniority and service subject to Article 10.06, and any other related provision of the Collective Agreement.

(c) Subject to the above, seniority is limited to continuous service within the bargaining unit since date of last hire.

10.03 Job Posting

Where a vacancy which is not covered by Article 10.04 occurs in the bargaining unit, which the Employer intends to fill, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted in the workplace for a period of seven (7) calendar days. Any Bargaining Unit Nurse may make written application for such position. A copy of such notice shall be sent to the bargaining unit president/alternate.

Employees may make written application to their Director of Care or designate for such vacancy within the posting period. Applicants will be considered on the basis of qualifications, performance, ability and experience. Where these factors are deemed relatively equal, seniority shall be the deciding factor.

(a) The name of the successful applicant shall be posted by the Employer. A copy of the job posting shall be given to the Bargaining Unit President at time of posting, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.

In cases where qualifications, performance, ability and experience are relatively equal, seniority shall be the deciding factor when decisions are made with regard to promotions or filling vacancies or new positions under 10.03.

(b) Transfer System - An application for transfer system will be established. Under such a system any nurse will be able to fill out an appropriate form indicating her/his interest in transferring and her/his name shall be considered when a vacancy occurs.

- (c) The Employer may temporarily fill any such vacancy or position while observing the procedure herein set forth until such time as a successful candidate has been chosen.

The job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.

- (d) In the event there is mutual agreement between a full-time and part-time nurse when both wish to change their status and with the other members of the bargaining unit, the Employer shall not unreasonably deny such a change. The minimum duration of such a change shall be one year unless applying for a posted vacancy.

10.04

- (a) Vacancies which are not expected to exceed sixty (60) calendar days and leaves related to Pregnancy and Parental leave, may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to hiring new employees from outside the Home. 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.
- (b) A part-time employee who is awarded a temporary full-time position shall be deemed to retain her/his part-time status.
- (c) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.
- (d) The employee shall have the right to return to her former position upon return of the employee whose position she/he is filling.

Note: It is the intent of the parties that line selection for any new master rotation shall be done on the basis of seniority.

10.05

Layoffs and Recalls

- (a) In the event that reduction of the nurse force is required, the nurses will be laid off in inverse order of seniority. When recalling nurses after layoff, those last to be laid off will be the first to be recalled.
- (b) In the event of a pending lay off of a permanent or long term nature, the Home will:
 - i) provide the Association with three (3) months' notice of lay off.
 - ii) provide notice of lay-off as provided in the Employment Standards Act to each affected individual. This notice shall be given concurrent with the notice provided in 10.2(i).

- iii) Meet with the Association to review the following:
 - A) the reasons causing the layoff;
 - B) the service which the Home will undertake after the layoff;
 - C) the method of implementation, including areas of cutback and the nurses to be laid off.

It is understood that permanent or long term nature means a lay off which will be longer than eight (8) weeks.

The Employer will notify the local representative of all nurses recalled from layoff.

- (c) Employees who are on layoff may continue to participate in extended health and dental benefit plans, at their request, provided they pay one hundred percent (100%) of the insurance premium and provided also that the layoff does not exceed one (1) year. Benefits cease at the end of the month of the one (1) year anniversary of the layoff. Employees may not opt in and out of the benefit coverage.

10.06

- (a) Seniority shall be retained and accumulated when a full-time nurse is absent from work under the following circumstances:
 1. approved leave of absence with pay;
 2. when in receipt of the Short Term Disability Allowance or Long Term Disability payments;
 3. when in receipt of Workplace Safety and Insurance Board benefits up to a period of one (1) year;
 4. during the statutory period of pregnancy and parental leave.
- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
 1. injury or illness covered by Workplace Safety and Insurance Board benefits after thirty (30) consecutive months;
 2. when laid off due to reduction in the nursing staff for a period of twenty-four (24) months;
 3. in the case of part-time nurses approved leave of absence without pay or absence for vacation purposes to a maximum of six (6) months;
 4. when on maternity or adoption leave during the non-statutory leave period;
 5. approved unpaid leave of absence in the case of full-time nurses for the length of the leave.

- (c) Seniority shall be lost and a nurse shall be deemed terminated in the event of:
- i) resignation;
 - ii) when laid off for more than twenty-four (24) months;
 - iii) discharge for just cause;
 - iv) 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 satisfactory reason to the employer;
 - v) fails to return to work 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 is granted.

10.07 All seniority obtained under this Collective Agreement shall be retained and transferred with the nurse if she/he is reclassified from full-time to part-time or vice versa.

A nurse who transfers from full-time to part-time shall receive credit for her/his seniority on the basis of fifteen hundred (1500) hours for each year of full-time seniority. A nurse who transfers from part-time to full-time shall receive credit for her/his seniority on the basis of one (1) year of seniority for each fifteen hundred (1500) hours of part-time seniority.

10.08 Transfers Outside the ONA Bargaining Unit

The employer agrees that temporary positions outside of the bargaining unit will be posted so as to give all ONA members the opportunity to apply should they be interested in doing so.

- (a) In the event that a nurse accepts a transfer outside of the bargaining unit for a period of not more than twelve (12) months, he/she shall, retain but not accumulate seniority from the date of the transfer and shall resume accumulation of seniority from the date of return to his/her position in the bargaining unit.
- (b) Should the nurse not return to the bargaining unit within the twelve (12) month period from date of transfer, she/he will be deemed to have accepted a position outside of the bargaining unit and will lose all seniority held at time of transfer.
- (c) A nurse who accepts a temporary transfer out of the bargaining unit will continue to pay dues for the period of time she/he remains out of the bargaining unit as per (b) above at which time all seniority will be lost.
- (d) When bargaining members accept temporary management positions, the union will be notified of the date of transfer, seniority and expected date of return to the bargaining unit.

- (e) The period of time referred to above may be extended by mutual agreement of the parties.
- (f) A nurse must remain solely within the bargaining unit for a period of at least six (6) months before transferring outside of the bargaining unit again or she/he will lose all seniority held at time of subsequent transfer.

ARTICLE 11 – NEW EMPLOYEES, ORIENTATION, AND EVALUATION

11.01 The Employer shall provide the local president/alternate of the Association with the names, addresses, classifications, categories, and salary rates of new nurses within one (1) month of starting date.

11.02 During the orientation period, an officer of the Association or Association representative shall be allowed twenty (20) minutes within regular working hours to interview such nurse or nurses and to discuss the benefits and duties of Association membership and the responsibilities of the Employer to the Association under the Collective Agreement.

11.03 Probationary Period

A newly employed nurse shall be considered probationary for the first seventy (70) tours. Extensions may be arranged between the Association and the Home management. The probationary period may be extended up to but not exceeding an additional seventy (70) tours. The Home will advise the employee and the Union of the basis of such extension.

The employment of probationary employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the release was discriminatory, arbitrary or in bad faith.

11.04 A probationary nurse shall be entitled to all the benefits of the agreement and she may only be discharged for just cause.

11.05 Orientation Program and Professional Development

Nurses shall have the opportunity for professional growth through programs designed to assist the individual to function more effectively. In keeping with this principle:

- (a) i) There shall be an orientation program for new nurses. For each nurse there shall be orientation to a tour or area before being assigned to that tour or area. There shall be an orientation program for new nurses consisting of seven tours as assigned.

Charge Nurse Orientation – shall consist of one shift, to shadow a Charge Nurse on a weekend day shift. This will occur after the nurse has received her orientation to all nursing units as per (a) i). A nurse shall not be placed in the charge nurse position until she has completed fifteen (15) tours of days or evening Monday to Friday. A nurse may elect to choose to take charge before the completion of the fifteen (15) tours if she so chooses. Additional orientation tours may be requested and will not be unreasonably denied.

- ii) A nurse who has been on leave of absence for one (1) year or longer shall be provided with an orientation tour.
 - iii) During an orientation tour, a nurse shall not be counted as part of the regularly scheduled staff of the area.
- (b) An ongoing in-service program shall be provided. Nurses shall be allowed time off to attend such program. The program will be based on the following sources:
- i) mandatory topics;
 - ii) nurse request;
 - iii) quality assurance program outcomes.
- (c) Nurses shall be allowed a leave of absence with pay, tuition fees, and reasonable travel and living expenses for short courses and workshops that are approved by management. Courses shall be posted and nurses allowed to attend courses in rotations.
- (d) When an employee is required by the Employer to attend any in-service program or e-learning within the Home during her or his regularly scheduled working hours the employee will suffer no loss of regular pay.

11.06

Employee Performance Review and Employee Files

- (a) Written evaluations shall be carried out and discussed with each nurse at the end of her/his probationary period. Each nurse shall receive a signed copy of her/his evaluation(s).
- (b) When as a result of a formal review of an employee's performance, the performance of an employee is judged to have been unsatisfactory, the employee concerned must be given an opportunity to sign the review form in question, to indicate that its contents have been read and explained.
- (c) The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

11.07 Job Description

- (a) Each new nurse on hiring shall receive a current copy of the description of the job for which she/he has been hired.
- (b) Duty descriptions for each floor and each shift shall be posted. These descriptions shall be reviewed and updated at least once a year.

11.08 Non-Disciplinary Reports

The Employer shall notify an employee in writing of dissatisfaction concerning his/her work within two (2) calendar weeks of the event, or when the Employer was made aware of the event. Such reports shall be removed from the employee's personnel file and discarded if no further similar incidents occur:

- (a) after twelve (12) months; or,
- (b) after eighteen (18) months for issues of work attendance.

For issues of resident care, the report shall be removed from the employee's file after twenty-four (24) months, where there are no further issues. These reports will not be discarded.

Performance Appraisals are exempt.

11.09 Disciplinary Record

The record of an employee, as it applies to this Article, shall not be used against him/her at any time after:

- (a) eighteen (18) months – issues related to work attendance;
- (b) twelve (12) months – all other issues;

and shall be removed from the employee's personnel file and discarded if no further similar incidents occurs.

The record of an employee, as it applies to this Article, shall not be used against him/her at any time after:

- (a) twenty-four (24) months – issues related to resident care;

and shall be removed from the employee's personnel file if no further similar incidents occur. These reports will not be discarded.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Written requests for leave of absence will be considered on an individual basis by the Director of Care. Such requests are to be made as far in advance of the expected leave of absence as reasonably possible and a written reply will be given as soon as reasonably possible. It is understood that leave of absence with or without pay may be granted for purposes other than those listed below. If operational requirements can be met, approval of leave of absence will not be unreasonably withheld.

12.02 Bereavement Leave

- (a) A nurse shall be compensated for all regularly scheduled time lost during a period of five (5) consecutive days including the day of the funeral, in the event of the death of a nurse's spouse (includes common-law spouse and same sex partner), child (includes stepchild and adopted child), and a nurse shall be compensated for all regularly scheduled time lost during a period of three (3) consecutive days including the day of the funeral, in the event of the death parent (includes foster parent), brother, sister, grandparent, spouse's grandparent, grandchild, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, or a foster child. Attendance at the funeral is not mandatory.

A nurse in a common-law marriage will have co-habited with the common-law spouse for at least twelve (12) months.

In the event of the death of a spouse, child, or where the death occurs outside of Renfrew County, an additional two (2) days' leave with pay may be granted at the discretion of management.

One day leave shall be granted without loss of salary or wages to attend a funeral of an aunt or uncle or as a pallbearer. A request for such leave shall be given twenty-four (24) hours in advance of such leave, unless under extenuating circumstances, such notice of time was not possible.

- (b) Clause 12.02 (a) shall apply to part-time nurses scheduled to work but leave with pay shall only be granted for the scheduled days of work.
- (c) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

12.03 Leave for Professional Meetings

Leave of absence with pay and without loss of seniority will be granted to nurses for the purpose of attending professional meetings that are designated by Management. All conferences shall be posted in advance on bulletin boards to enable interested nurses to apply and selection shall be made from among these applications. Selections shall be made on an equitable basis by Management.

12.04 Association Leave

(a) Upon written request, unpaid leave of absence for Association business shall be given for up to thirty (30) days per home in a calendar year and not more than one (1) nurse shall be absent on special leave for Association business at any one time. Every effort will be made to provide fourteen (14) days' notice.

(b) In addition a nurse elected or selected to serve on a Provincial Committee or Board of the Association, shall be granted unpaid leave of absence without loss of seniority for a period of one (1) year. Not more than one nurse shall be absent at any one time on this type of leave.

A nurse elected to the Office of President of the Association shall be granted unpaid leave of absence without loss of seniority for a period of two (2) years.

The Employer will be provided with three (3) weeks' notice.

(c) A nurse absent on Association leave shall have her/his salary and benefits kept whole by the Employer, and the Association agrees to reimburse the Employer for such salary paid, and where a nurse is on leave for more than thirty (30) days in a calendar year, the Association will also reimburse the Employer for benefits.

12.05 Jury and Witness Duty

A nurse subpoenaed as a witness or juror except in their own defence will receive pay for those days of the nurse's regular schedule during which she/he is required to be absent by virtue of such subpoena. The amount of such pay will be that which together with witness or jury pay, less expenses, equals what the nurse would have received for a normal schedule had she/he worked. To be eligible, the nurse must give the Employer notice of her/his intention to be absent within twenty-four (24) hours of receipt of subpoena.

12.06 Military Leave

A nurse will be granted unpaid leave up to two (2) years without loss of seniority in order to meet any obligations pertaining to the Canadian Military Reserve. The nurse will give as much notice as reasonably possible.

ARTICLE 13 – PREGNANCY AND PARENTAL LEAVE

13.01 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 nurse shall endeavour to give written notification four (4) weeks in advance of the date of commencement of such leave and the expected date of return.

Pregnancy leave may be for a period of up to twelve (12) months inclusive of before and after the birth of the child and parental leave.

- (c) The nurse 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 nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) During the pregnancy leave for regular full-time nurses, the Employer shall continue to pay the Employer's portion of group life and health benefits premium provided that the employee pays her share of the benefits premium. If the nurse does not return to regular duty after the leave, the Employer's contribution to such benefits during the non-statutory period shall be reimbursed to the Employer.

13.02 Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 13.01 is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the Employment Standards Act. A nurse who is entitled to parental leave who has not taken pregnancy leave may extend the period of parental leave up to twelve (12) months.
- (c) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (d) Nurses who have taken a pregnancy leave and who wish also to take parental leave must commence parental leave immediately when the pregnancy leave ends, unless the child has not yet come into custody, care and control of the nurse for the first time. Nurses who have not taken pregnancy leave who wish to take parental leave must commence such leave no more than fifty-two (52) weeks after the day the child was born or comes into custody, care and control of the nurse for the first time.

- (e) During the parental leave for regular full-time nurses, the Employer shall continue to pay the Employer's portion of group life and health benefits premiums provided that the employee pays her share of benefit premiums. If the nurse does not return to regular duty after the leave, the Employer's contribution to such benefits during the non-statutory period shall be reimbursed to the Employer.

13.03 Pregnancy and Parental Supplemental Unemployment Benefit (SUB) Plan

- (a) After completion of thirteen (13) weeks' continuous employment, a nurse who provides the Employer with proof that she has applied for and is in receipt of Employment Insurance Pregnancy benefits pursuant to Section 22, *Employment Insurance Act*, 1996, shall be paid a Supplemental Unemployment Benefit.
- (b) After completion of thirteen (13) weeks' continuous employment, a nurse who provides the Employer with proof that she has applied for and is in receipt of Employment Insurance Parental benefits pursuant to Section 23, *Employment Insurance Act*, 1996, shall be paid a Supplemental Unemployment Benefit.
- (c) An applicant shall sign an agreement with the Employer, providing:
 - i) that she will return to work and remain in the Employer's employ for a period of at least six (6) weeks after her return to work;
 - ii) that she will return to work on the date of the expiry of her leave, unless this date is modified with the Employer's consent or unless the nurse is then entitled to another leave provided for in this Collective Agreement.
- (d) Should a nurse fail to return to work as per the provisions of Article 13.3 (c), the nurse will reimburse the Employer for the amount received as SUB within fifteen (15) days.
- (e) Rate of SUB

In respect of the period of leave, payments made according to the Supplemental Unemployment Benefit Plan will consist of the following:

- i) for the first two (2) weeks, payments equivalent to eighty-four percent (84%) of her weekly wage;
- ii) up to fifteen (15) additional weeks payments equivalent to the difference between the EI Pregnancy benefits the nurse is eligible to receive and eighty-four percent (84%) of her weekly wage;
- iii) up to ten (10) additional weeks payments equivalent to the difference between the EI Parental benefits the nurse is eligible to receive and eighty-four percent (84%) of her weekly wage;

- iv) where a nurse becomes eligible for any salary increase during the period of leave, payments under this clause will be adjusted accordingly;
- v) weekly wages for part-time nurses shall be the average of the last twenty (20) weeks worked immediately preceding the commencement of the leave.

(f) Vested Interest

Nurses do not have the right to SUB payments except for supplementation of EI benefits during the unemployment period as specified in the plan and as may be limited by the terms of the Employment Insurance Regulations.

(g) Other Income

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this SUB plan.

(h) Auditing

The Employer is responsible for keeping accurate records to show the effective date of the pregnancy/parental leave SUB plan and that it meets regulatory criteria for auditing purposes.

ARTICLE 14 – HEALTH PROGRAM

14.01 Pre-employment examinations will be required by the Employer. These examinations will include chest x/ray and/or tests for tuberculosis as required.

Nurses will have the privilege of examination by their family physician.

14.02 A nurse who contracts any infectious disease as a result of working for the Employer shall receive full treatment and medication at the expense of the Employer if not covered by Workplace Safety and Insurance Board benefits.

14.03 Notification re: Injury or Illness

- (a) The Employer will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- (b) When it has been medically determined that a nurse is unable to return to the full duties of her position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and the Bargaining Unit President or designate to discuss the circumstances surrounding the nurse's return to suitable work.
- (c) The Employer agrees to provide the nurse with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

ARTICLE 15 – SHORT TERM DISABILITY ALLOWANCES

15.01 (a) i) The Employer will fund a short-term disability benefit for full-time nurses. Benefits as outlined below will commence on the first day of disability due to accident or sickness not covered by Workplace Safety and Insurance Board benefits and will be payable for up to seventeen (17) weeks.

<u>Length of Service</u>	<u>100% of Salary</u>	<u>66 2/3% of Salary</u>
3 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0 weeks

ii) For the purpose of short-term disability, length of service for each nurse shall be the length of service from her/his last date of employment at the Home and shall include part-time and full-time service. Part-time service for the purpose of entitlement shall be based on tours worked and in accordance with clause 10.01.

iii) The allotment of 100% weeks is based on a calendar year and is automatically renewed each January 1st provided that the nurse is not on unpaid leave or sick leave. The above schedule represents the maximum of 100% benefit that a nurse may have available in a calendar year.

- iv) If a nurse leaves work prior to completion of four (4) hours worked during the tour of duty due to illness, she/he shall be paid for one-half the tour and one-half day sick leave, otherwise a full day's pay.
- (b) A nurse may be required to produce a certificate from a qualified medical practitioner for any illness certifying that such nurse is unable to carry out her/his duties due to illness and prognosis, when an abuse of sick leave is suspected or for any illness of three (3) consecutive working days or longer.
- (c) At the end of each calendar year a full-time nurse will be eligible for six (6) days' incentive pay at her/his regular rate of pay in effect on December 31st. The six (6) days incentive pay will be reduced by one-half ($\frac{1}{2}$) day for each day that a nurse is absent due to sick leave usage during the preceding calendar year. Nurses who have worked less than a full calendar year will be eligible for the incentive pay-out on a one-half ($\frac{1}{2}$) day per month pro rata basis reduced as above by sick leave usage. New full-time nurses will not earn incentive pay during the first three (3) months.

15.02 During the period of short term disability (maximum seventeen (17) weeks) existing salary for life insurance determination and benefits continue at the levels in effect at the time of disability subject to proper and acceptable medical certification for absence.

15.03 Long Term Disability Insurance

- (a) If a nurse applying for long term disability insurance is also entitled to apply for and receive an OMERS disability pension, any LTD benefit will be directly reduced/offset by the amount of that OMERS disability pension. The provisions of 10.04 with respect to accumulation and retention of seniority while on LTD will apply.
- (b) Subject to continuing eligibility, the LTD benefit will continue until retirement or age sixty-five (65) whichever occurs first.
- (c) There will be a pre-existing conditions exclusion clause applicable except for nurses currently covered by the Long Term Disability Insurance Program prior to Nov. 1, 1994.
- (d) Subject to eligibility, LTD benefits would begin following a thirty-two (32) week period of continuous disability.
- (e) The Employer will pay 100% of the premiums billed by the LTD insurance carrier.
- (f) Income protection will be at 67% of salary to a maximum of \$5,000.00 per month.
- (g) During the first two (2) years a nurse will be subject to the "two year own occupation clause".
- (h) Nurses who are disabled as of Nov. 1, 1994 will be grandfathered under the LTD provisions applicable prior to this date.

- (i) The Employer shall notify the Association at least thirty (30) days in advance of any proposed change in carrier. In any event, there shall be no decrease in benefits through such change.
- (j) The Employer shall provide each full-time nurse with outlines of the plan. A master policy shall be provided to the Association.

15.04

Benefit ContinuationMiramichi Lodge(a) First Two Years

During the first twelve (12) months that an employee is on Long Term Disability, the Employer shall maintain its share of premiums for Life and Health Benefit programs which were in effect at the time of initial disability. For the second twelve (12) months on Long Term Disability, an employee shall be entitled to maintain these Life and Health Benefit programs provided that she/he assumes the full premium costs for benefits not subject to Waiver of Premium. Waiver of premiums shall be applicable to OMERS pension, long-term disability benefits and basic life insurance.

(b) After Two Years

Following the first two (2) years of Long Term Disability, benefits shall cease except those for which Waiver of Premium has been approved.

Bonnechere Manor(a) Long-Term Disability (First two years)

During the first two (2) years of long-term disability (own occupation period) or any portion thereof, an employee shall be entitled to maintain Life and Health Benefit Programs which were in effect at the time of initial disability provided that the employee assumes the premium costs for benefits not subject to Waiver of Premium. Waiver of Premium shall be applicable to O.M.E.R.S. pension, long-term disability benefits and basic life insurance.

(b) Long-Term Disability (After two years)

Following the period of short-term disability and the first two (2) years of long-term disability, benefits shall cease except those for which Waiver of Premium has been approved.

ARTICLE 16 – PAID HOLIDAYS

16.01 For the purposes of this Agreement, the following shall be regarded as paid holidays for full-time nurses:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Second Monday in June (For Part-Time Only)	
Float Holiday (1) (For Full-Time Only)	

16.02 Any other day proclaimed as a holiday by the Federal, Provincial, or Municipal Governments shall be recognized as an additional holiday.

16.03 Holiday Payment for Full-time Nurses

- (a) Nurses shall be paid time and one half (1 ½) for work performed on the above holidays and in addition shall be entitled to a day off with pay.
- (b) When any of the above mentioned paid holidays falls on any nurse's regular day off, the nurse shall be given another day off with pay.
- (c) When a holiday falls during a scheduled vacation period, an additional day off with pay will be granted.
- (d) Any day in lieu of a paid holiday in this article will be at a mutually agreeable time. If the parties are unable to agree, such days will be added to the nurse's vacation or weekends off.
- (e) No more than five (5) paid holidays shall be accumulated at any time.
- (f) A full-time nurse shall not receive holiday pay for holidays that occur during unpaid absences (including Workplace Safety and Insurance, Maternity, Adoption or other Parental Leaves) or after a period of thirty (30) days leave for illness.

16.04 Holiday Pay for Part-time and Casual Nurses

- (a) Part-time and Casual nurses will be compensated for each of the paid holidays as agreed between the parties in Article 16.01.
- (b) Part-time and Casual nurses who are required to work on any of such holidays will be paid time and one half (1 ½) her/his regular straight time hourly rate for all hours worked on such a holiday.

- (c) Part-time and Casual nurses shall not receive holiday pay for holidays that occur during unpaid absences (including Workplace Safety and Insurance, Maternity, Adoption or other Parental Leaves) or after a period of thirty (30) days leave for illness.

16.05 The Employer will schedule paid holidays off equitably among the nurses.

16.06 "Holiday Pay" shall be defined as the amount of straight time pay exclusive of shift premium which a nurse would have received if she/he had worked her/his normal tour of work.

16.07 Regular part-time nurses and casual will be entitled to holiday pay as follows:

A nurse who has been employed by the employer for a minimum of three (3) months and worked twelve (12) days during the (4) four weeks immediately preceding the holiday, but does not actually work the holiday shall receive a day's pay.

Note: For the purposes of this clause part-time employees will continue to be treated as if the second Monday in June is a paid holiday.

ARTICLE 17 – VACATIONS

17.01 (a) Full-Time Vacation Entitlement

Full-time nurses shall be entitled to an annual vacation with pay as follows:

Fifteen (15) working days of paid vacation after one (1) year of service;

Twenty (20) working days of paid vacation after three (3) years of service;

Twenty-five (25) working days of paid vacation after twelve (12) years of service.

Thirty (30) working days of paid vacation after twenty (20) years of service.

Thirty-five (35) working days of paid vacation after twenty five (25) years of service.

(b) Part-Time Vacation Entitlement

- i) All part-time nurses shall receive an annual vacation without pay as set down below, in accordance with years of employment as follows:

Less than one year - 1¼ working days for each month prorated;

One (1) year or more - three (3) weeks;

Three (3) years or more - four (4) weeks;

Twelve (12) years or more – five (5) weeks

Twenty (20) years or more – six (6) weeks.

Twenty five (25) years or more – seven weeks.

- ii) Vacation pay for part-time and casual nurses shall be paid twice per year in June and December on separate pay cheques, calculated on their gross income in the preceding six (6) months as follows:

<u>Years of Employment</u>	<u>Percent</u>
0 – 3	6%
Over 3 – 12	8%
Over 12 – 21	10%
Over 21 – 27	12%
Over 27	14%

- iii) For the purpose of vacation entitlement, years of employment shall mean the combined years of seniority/service without termination of employment of a full-time and part-time nurse. Part-time seniority/service for the purpose of entitlement shall be based on tours worked in accordance with clause 10.01.

- (c) Except where legislated otherwise, vacation shall accrue for a nurse during leave on short term disability, and shall not accrue or be eligible for payment after thirty (30) days of unpaid leave, including Workplace Safety Insurance.

17.02 During the first year of employment, a full-time nurse shall be entitled to vacation on a pro-rated basis.

17.03 (a) The vacation period shall be January 15 to December 15 annually. A nurse may elect to carry over not more than ten (10) days of earned vacation to the ensuing year if mutually agreed to by the nurse and the Administrator.

Requests to carry over vacation to the ensuing year must be made in writing to the Director of Care prior to September 15.

17.04 Nurses shall be entitled to the weekend off prior to and the weekend following vacation.

17.05 (a) Nurses shall be given opportunity to request their vacation by seniority commencing the second week of March for the period of June 1st to September 15th. Nurses will, at a mutually agreed time be scheduled to meet with the Director of Care by seniority to request vacation time off. Vacation requests shall be approved at such meeting. Vacation schedules shall be authorized and posted by May15th and shall not be changed unless agreed upon by the Employer and the affected nurse.

- (b) In order to allow the maximum number of employees off during this (June 1st – September 15th) period, employees will be restricted to selecting two (2) one-week blocks or one (1) block of two (2) weeks. Where full weeks are not available, part weeks will be permitted until the vacation schedule is filled.

In the event of a conflict, seniority shall prevail.

- (c) Following the posting of the approved vacation schedule, additional requests will be considered on a first come first serve basis as approved by the Employer and as operational needs allow.
- (d) An Employee who is unable to attend the a meeting with the Director Of Care as outlined above shall be allowed to submit their choices in writing in advance of the meeting.
- (e) Notwithstanding the above, nurses entitled to five (5) or more weeks vacation time will be entitled to three (3) weeks' summer vacation, weeks may be taken either singularly or consecutively.

The completed summer schedule will be posted by May 15th of each year for the months of June 1st to September 15th.

Miramichi Lodge and Bonnechere Manor

In order to allow the maximum number of employees off during this (June 1st – September 15th) period, employees will be restricted to selecting two (2) one-week blocks or one (1) block of two (2) weeks. Where full weeks are not available, part weeks will be permitted until the vacation schedule is filled. Following the posting of the approved vacation schedule, additional requests will be considered on a first come first serve basis as approved by the Employer and as operational needs allow.

Notwithstanding the above, nurses entitled to five (5) or more weeks' vacation time will be entitled to three (3) weeks summer vacation consecutively.

The completed summer schedule will be posted by May 15th of each year for the months of June 1st to September 15th.

17.06

Vacation Pay

(F/T)

Vacation pay for full-time nurses shall be calculated at the rate effective immediately prior to the vacation period and nurses shall receive their vacation pay prior to the beginning of their vacation period, provided that employees notify the pay office four (4) weeks before the start of the vacation period.

(P/T & Casual)

Earned vacation pay for part-time and casual employees shall be paid twice a year on or before June 15 and on or before December 15 by separate payment.

17.07 Vacation Pay on Termination

- (a) When a nurse's employment is terminated for any reason, full payment for vacations earned but not taken will form a portion of such nurse's termination pay.
- (b) A nurse who has had vacation and terminates before such vacation has been earned will be deducted in her/his final pay for vacation taken but not earned.

17.08 Notwithstanding 17.05 vacation requests may be submitted outside of the vacation planning period and will be considered on a first come first serve basis. The Employer will approve or deny such request in two weeks of the receipt of the request.

ARTICLE 18 – MISCELLANEOUS

18.01 Bulletin Board

The Employer shall provide space on a bulletin board for Association notices.

18.02 Copies of the Agreement

A copy of this Agreement in mutually suitable form will be issued by the Employer to each nurse now employed and as employed. Costs will be shared by the Employer and the Association.

18.03 Changes in Policy

Prior to effecting any changes in the Employer's policy or rules which would affect nurses covered by this agreement, the Employer shall first discuss such proposed changes with the Association.

18.04 Plural or Masculine Terms May Apply

Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used, where the context so requires.

18.05 Standard Time Change

At the time of change from standard to daylight saving time or vice versa, the time change will take place at 0200 hours. Nurses will not receive pay for the hour lost in the change to daylight saving time. In the change to standard time, the ninth hour will be paid at time and one-half (1½).

18.06 Influenza Vaccine

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

- (a) Nurses 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 long-term care Home will pay the full or incremental costs for the vaccine and will endeavour to offer vaccinations during a nurse's working hours. In addition, nurses will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Long-term care Homes recognize that nurses have the right to refuse any required vaccination.
- (d) If a nurse refuses to take the vaccine under the provision, she or he may be placed on unpaid leave of absence during any influenza outbreak in the home until such time as the nurse is cleared to work. If a nurse 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 a nurse refuses to take the vaccine because it is medically contraindicated, 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 nurse will be paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other nurses.
- (f) If a nurse gets sick as a result of the vaccination, and applies for WSIB, the employer will not oppose the claim.
- (g) Notwithstanding the above, the long-term care home may offer the vaccine on a voluntary basis to nurses free of charge.
- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 19 – SCHEDULES

19.01 Schedules attached and forming part of this agreement are:

- Schedule "A" – Salaries and Classification
- Schedule "B" – Hours of Work and Working Conditions
- Schedule "C" – Benefit Program
- Schedule "D" – Retirement
- Schedule "E" – Chairpersons
- Schedule "F" – Occupational Health and Safety

ARTICLE 20 – DURATION OF AGREEMENT

20.01 This agreement shall remain in force from April 1st, 2018 until March 31, 2020 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of termination of or proposed revision,

addition or deletion to the agreement, or any of its provisions. Such notification will be made within ninety (90) days prior to the termination of this agreement or in any year thereafter.

20.02 During the period of negotiation resulting from any of the provisions above, this Agreement shall remain in full force and effect.

SIGNING PAGE

DATED AT Ottawa, Ontario, this 5 day of February, 2019.

FOR THE EMPLOYER

FOR THE UNION

Bruce Beakley

Heather McDonell

Labour Relations Officer

Shelley Sheedy

Brenda Jones

Mike Blackmore

Josh Brazeau

Sandra Blok

Jeannie Storie

Jennifer White

Colin Howard

SCHEDULE "A" – SALARIES AND CLASSIFICATION**Registered Nurse**

Effective: April 1, 2018 1.4% Increase

<u>Step</u>	<u>Regular</u>	<u>Overtime</u>
Start	\$35.00	\$52.50
1 year	\$38.72	\$58.08
2 years	\$40.80	\$61.20
3 years	\$45.94	\$68.91
25 years	\$46.76	\$70.14

April 1st, 2018 increase 1.4%

<u>Part Time Employees</u>	<u>Regular</u>	<u>OMERS</u>	<u>Regular Overtime</u>	<u>OMERS</u>
	14%	5.00%	14%	5.00%
Start	\$39.90	\$36.75	\$57.40	\$54.25
1 year	\$44.14	\$40.66	\$63.50	\$60.02
2 years	\$46.51	\$42.84	\$66.91	\$63.24
3 years	\$52.37	\$48.24	\$75.34	\$71.21
25 years	\$53.31	\$49.10	\$76.69	\$72.48

Effective: April 1, 2019 1.75% Increase

<u>Step</u>	<u>Regular</u>	<u>Overtime</u>
Start	\$35.62	\$53.43
1 year	\$39.40	\$59.10
2 years	\$41.52	\$62.28
3 years	\$46.75	\$70.13
25 years	\$47.57	\$71.36

April 1st, 2019 increase 1.75%

<u>Part Time Employees</u>	<u>Regular</u>	<u>OMERS</u>	<u>Regular Overtime</u>	<u>OMERS</u>
	14%	5.00%	14%	5.00%
Start	\$40.61	\$37.40	\$58.42	\$55.21
1 year	\$44.92	\$41.37	\$64.62	\$61.07
2 years	\$47.33	\$43.60	\$68.09	\$64.36
3 years	\$53.30	\$49.09	\$76.68	\$72.47
25 years	\$54.23	\$49.95	\$78.02	\$73.74

- Note:
1. Part Time wages are reduced consistent with Article C.7 for OMERS participants.
 2. Overtime rate for Full Time is 1.5 x the regular rate.
 3. Part Time Overtime rate is ½ the Full Time rate plus the Part Time rate.

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

Applicable straight time hourly rate + 14%.

The hourly salary rates payable to a 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.

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 14% which is paid in lieu of fringe benefits and accordingly the 14% add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

SCHEDULE "A" – PART 2

A.1 All changes in salary, whether the result of promotion, demotion or filing with the Employer of proof of registration, shall be effective from the date of such occurrence.

A.2 Payroll Policies

Pay slips are to be issued as soon as available every other week providing an itemized statement of all deductions, premiums, and changes of increments. Nurses leaving the employ of the Employer shall be paid all outstanding pay and credits as above on the first pay period thereafter.

A.3 Beginning Salaries/Recent Related Experience

(a) Full-time nurses: Beginning salaries shall include recognition of relevant past RN experience on the basis of one (1) increment for every year of experience, except that the twenty-five (25) year rate requires the completion of twenty-five (25) years of experience.

Part-time nurses: Beginning salaries shall include recognition of relevant past RN experience on the basis of one (1) increment for fifteen hundred (1500) hours of experience, except that the twenty-five (25) year rate requires the completion of five thousand (5,000) hours of experience.

(b) Within thirty (30) days of hire, it is the responsibility of the RN to provide the employer with a copy of previous hours of experience from former employers to determine placement on the wage grid. Any documentation submitted after thirty (30) days shall still be considered up to three (3) months of hire, but any adjustment will not be retroactive from date of hire.

(c) If a period of more than two (2) years has elapsed since the nurse has occupied a full time or regular or casual part time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the employer.

(d) When a new position appropriately covered by this Agreement is established, salaries shall be negotiated. If the parties are unable to agree such dispute may be submitted to arbitration. The decision of the Arbitration Board shall be based on the relationship established by comparison with other classifications within the Homes where possible. The salary shall be retroactive to the time the position was first filled by the nurse.

A.4 Tour Differential

A nurse shall be paid two dollars and twenty cents (\$2.20) per hour for all hours worked between 1500-2300 hours and two dollars and sixty cents (\$2.60) per hour for all hours worked between 2300-0700 hours.

A.5 Responsibility Allowance

The Employer shall designate a nurse to be in charge on evenings, nights, weekends, and statutory holidays. Effective June 27, 2018, such nurse shall receive a responsibility allowance of thirteen dollars (\$13.00) for each tour she is in charge.

A.6 Weekend Premium

A nurse shall be paid a weekend premium of two dollars and forty cents (\$2.40) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, in addition to any other premium to which she/he is entitled.

A nurse shall be paid a weekend premium of two dollars and seventy-five cents (\$2.75) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, in addition to any other premium to which she/he is entitled.

A.7 Workplace Safety and Insurance Board

If a nurse requests, the Employer shall continue to pay a percentage equal to the earnings the worker could receive as per WSIB Legislation until such time as WSIB benefits are processed. If the WSIB has not already reimbursed the employer, the nurse shall return to the employer any benefits received from the WSIB for this period of time.

A.8 Retroactivity

- (a) Except as otherwise specified, all awards and agreements which affect money payments by the Employer to individual nurses shall be retroactive to the pay period inclusive of April 1, 2018 for all paid hours since that date, and nurses shall be paid such sums within forty-five (45) days of the date of ratification of a memorandum of settlement by the nurses or a date of an arbitration award.
- (b) For those no longer in the employ of the Employer shall be given notice of their entitlement to retroactive increases by registered mail, or if mail is not available, by any other method the Employer chooses provided the Association is notified, to the last residence listed in the Employer's records, with a copy of the notice to be sent to the Association.
- (c) Retroactive pay shall be made by separate cheque with an itemized statement showing the number of hours on which retroactivity has been paid, the amount per hour of this payment, and the amounts of retroactive payments for each item other than salary.

SCHEDULE "B" – HOURS OF WORK AND WORKING CONDITIONS

B.1 Miramichi Lodge and Bonnechere Manor

The normal shift shall be composed of seven and one half (7 ½) consecutive hours exclusive of meal time and the normal work week shall be composed of five tours, that is 37.5 hours per week. It is understood that at the change of tour there shall be additional time of up to fifteen (15) minutes required for reporting which shall be considered to be part of the normal daily tour.

B.2 Meal time of one half (1/2) hour shall be scheduled away from the floor during a nurse's tour whether day or evening.

B.3 A rest period of fifteen (15) minutes will be granted during each half tour arranged to suit the work load.

B.4 Scheduling Regulations "A"

The following shall apply to full-time nurses:

- (a) Schedules may be agreed upon to provide for more than five (5) consecutive days of work, but not more than six (6) consecutive days of work without days off, as long as four (4) days off are scheduled each fourteen (14) days. In any two (2) week period at least one (1) weekend off must be scheduled. The remaining two (2) days off may be split.
- (b) Tours of duty schedule shall be posted at least two (2) weeks in advance and shall cover a two week period. Once schedules are posted, changes may be made with the consent of the nurses involved and the nursing office.
- (c) These scheduling regulations may be waived between December 15th and January 15th, so that all nurses may receive four consecutive days off at Christmas or New Years if scheduling permits. Schedules for this period shall be posted at least two (2) weeks in advance. Christmas shall include Christmas Eve and New Year's shall include New Year's Eve. The scheduling of time off at Christmas and New Year's shall be done on an alternating basis unless otherwise mutually agreeable between the parties.

Scheduling Regulations "B"

The following shall apply to part-time nurses:

- (a) Regular Part time nurses shall have master rotations.
- (b) Miramichi Lodge
Additional tours which become available will be equitably distributed singularly and in descending order of seniority to regular part time nurses.

Bonnechere Manor

Additional shifts which become available will be offered to regular part time nurses by seniority.

- (c) Tours of duty schedule shall be posted at least two (2) weeks in advance and shall cover a two week period. Once schedules are posted, changes may be made with the consent of the nurses involved and the nursing office.
- (d) Should a part-time nurse be called in to work for tours other than those scheduled, the following shall apply:
1. If asked to work after a tour has begun she/he shall be paid for that tour provided she/he works a minimum of five (5) hours.
 2. If asked to work before a tour has begun with less than one hour's notice prior to commencement of tour and arrives within an hour after the beginning of such tour, she/he shall be paid for that tour.
- (e) Miramichi Lodge
- Part-time nurses shall have every second weekend off wherever possible.
- Bonnechere Manor
- Part-time Nurses shall have every second weekend off wherever possible unless mutually agreed otherwise.
- (f) No Scheduled shift will be less than four hours in duration. Such tours can be assigned in both of the following manners:
- i) where the tour represents additional staffing to the current normal schedule of bargaining unit members;
 - ii) where a maximum of one eight (8) hour tour from a part-time position's regular schedule in a two (2) month period is converted into two (2) four (4) hour tours.

B.5 Standard Day

For overtime purposes the standard day for all nurses covered by this Agreement shall be defined as a 24 hour period beginning at:

2300 - 0700 Night Tour
 0700 - 1500 Day Tour
 1500 - 2300 Evening Tour

The Union and the Employer may mutually agree to 7.5 hour tours commencing up to one (1) hour earlier or later than the times stated above. A six (6) week period of notice to the Union and nurses will be provided before any change is made.

B.6 Overtime

- (a) Work in excess of seven and one half (7 ½) hours, exclusive of meal period, shall be compensated at time and one half (1 ½) the nurse's regular rate of

pay, or at the nurse's option, time and one half (1 ½) in time without loss of salary.

- (b) When a full-time nurse works on her/his days off, such nurse will be compensated by time and one half (1 ½) in pay or at the nurse's option, time and one half (1 ½) in time without loss of salary.
- (c) When a tour schedule is changed without forty-eight (48) hours notice, a full-time nurse shall be paid at the premium rate of time and one-half (1 ½) for the first tour of the new schedule. Exceptions can be worked out by mutual agreement.
- (d) Any employee who is working a shift for which they are paid time and one half (1 ½) their regular hourly wage and is required to work overtime hours on that shift shall be paid twice their regular hourly wage for all overtime hours worked.
- (e) All overtime shall be authorized by Management.
- (f) Overtime accumulated and not used by December 31st will be paid out each year.

B.7 Staffing

The Employer agrees to keep the Home properly staffed at all times. When a nurse who is regularly scheduled to work is unable to be present for a full shift, the Employer shall call in a replacement, unless the parties mutually agree otherwise.

B.8 Contracting Out

The Employer may only assign duties normally performed by members of the bargaining unit prior to March 31, 1999 to other persons as follows:

- (a) to employees outside the bargaining unit as long as there is no loss of hours to any members of the bargaining unit and as long as the remaining provisions of the collective agreement are complied with.

SCHEDULE "C" – BENEFITS

C.1 Semi-Private Hospital Coverage

The Employer shall pay 100% of the premium for Blue Cross Semi-Private Hospital or equivalent coverage for full-time nurses.

C.2 Malpractice and Professional Liability Insurance

The Employer agrees to provide adequate malpractice and professional liability insurance.

C.3 Life Insurance

The Employer will provide group life insurance and accidental death and dismemberment benefits for full-time nurses in the amount of two (2) times annual salary.

C.4 Dental Plan

The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible nurses under the Blue Cross #9 Dental Plan or comparable coverage with another carrier based on the current O.D.A. fee schedule.

Major restorative coverage is provided at fifty percent (50%) co-insurance to a maximum of \$2000.00 per insured annually upon ratification.

Orthodontic coverage is provided at fifty percent (50%) to a lifetime maximum of \$1,000 per insured, effective June 27, 2018 \$1,500.00 per insured.

Complete and partial denture coverage at 50/50 co-insurance to \$1,000.00 maximum per insured annually.

C.5 Extended Health Care

The Employer shall pay eighty percent (80%) of the billed premium for the extended health care plan (\$15/25 deductible) including coverage for prescribed drugs (no deductible on prescribed drugs), said coverage to include glasses up to the amount of \$400.00 effective November 29, 2018, per person each twenty-four (24) months and to pay for an eye examination to a maximum of \$80.00 every two (2) years, and hearing aids to the amount of \$500.00 per person each twenty-four (24) months.

Generic Substitutions – 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, in which case the reimbursement will be for the prescribed drug.

Coverage also includes: Chiropractic services up to a maximum of \$350.00 per year and Massage Therapy up to a maximum of \$350.00 per year, and effective November 29, 2018, orthotics a maximum \$400.00 per year.

C.6 The benefits plan shall provide for the continuation at age 65 of the hospital care, extended health, dental, vision, one-time life benefit and out of country coverage for active full time employees until age 70 or until retirement, whichever occurs first, on the same cost sharing basis as applies up to the age of 65.

C.7 Pension Plan

Bonnechere Manor

The Employer will provide pension coverage for nurses under the Ontario Municipal Employees Retirement Act. Eligible part-time nurses may participate in the pension plan.

Where a full-time nurse transfers to a part-time position, or a part-time nurse elects to join the plan, such O.M.E.R.S. contributions as the Employer may be required to continue to pay shall be deducted from the amount paid to the nurse in lieu of welfare benefits.

Miramichi Lodge

The Employer will provide pension coverage for full-time nurses under the Ontario Municipal Employees Retirement Act.

Where a full-time nurse transfers or exercises seniority rights to a part-time position, such O.M.E.R.S. contributions as the Employer may be required to continue to pay shall be deducted from the amount paid to the employee in lieu of benefits.

Early Retiree Benefits (Ages 55 – 64)

The Employer shall contribute seventy-five percent (75%) of the extended health care and dental premiums for an Early Retirement Plan for full-time employees who qualify in accordance with the OMERS guidelines, with a lifetime maximum of twenty-five thousand dollars (\$25,000) for claims.

C.8 Continued Obligations To Pay Premiums

The Employer will continue to pay the Employer's share of premiums for all benefits in this schedule when a full-time nurse is absent on leave with pay, on Workplace Safety and Insurance Board benefits or Long Term Disability for a maximum of twenty-four (24) months from the time the absence commenced and the statutory period of pregnancy and parental leave, or any time not listed above where the nurse is on unpaid leave of absence for the first thirty (30) consecutive days of such leave. The Employer will permit nurses on longer unpaid leaves of absence or on lay-off to continue coverage by paying the full amount of the billed premium.

SCHEDULE "D" - RETIREMENT

- D.1 The retiring age for employees shall generally be considered as sixty-five (65), notwithstanding however annual extensions may be given providing the employee is capable of performing her/his work satisfactorily.

SCHEDULE "E" – CHAIRPERSONS

E.1

B. Kaplan

B. Keller

P. Knopf

and such other persons as the parties mutually agree to add to the list.

Arbitrations shall be done by mediation/arbitration under section 50 of the Labour Relations Act.

SCHEDULE "F" – OCCUPATIONAL HEALTH AND SAFETY

F.1 Violence Prevention and Control

The Employer will provide training on violence prevention to all employees during a new employee's orientation and as required thereafter.

F.2 The Employer, in consultation with the JHSC shall develop an effective written measure and procedure to put in place communication/warning system for all employees who may be exposed to residents who have a history of violent behavior.

Training on these measures and procedures will be developed, established and provided in consultation with the JHSC.

F.3 Personal Protective EquipmentNeedlestick / Sharps Safety

The employer shall, in consultation with the joint health and safety committee, eliminate employee exposure or minimize it to the lowest feasible extent through the use of engineering controls.

Personal protective equipment that is to be provided, worn or used shall:

- (a) be properly used and maintained;
- (b) be a proper fit;
 - i) be inspected for damage or deterioration;
 - ii) be available for use when needed; and
 - iii) be stored in a convenient, clean and sanitary location when not in use.

LETTER OF UNDERSTANDING

Between:

BONNECHERE MANOR and MIRAMICHI LODGE

And:

ONTARIO NURSES' ASSOCIATION

RE: B.7

For the duration of the Collective Agreement the employer shall take meaningful steps to ensure that where no overall decrease in patient acuity levels has been shown, the number of hours scheduled each day for bargaining unit members shall not fall below the level regularly worked in January 2004.

DATED AT Ottawa, Ontario, this 5 day of February, 2019.

FOR THE EMPLOYER

FOR THE UNION

Bruce Beakley

Heather McDonell

Labour Relations Officer

Shelley Sheedy

Brenda Jones

Mike Blackmore

Josh Brazeau

Sandra Blok

Jeannie Storie

Jennifer White

Colin Howard

LETTER OF UNDERSTANDING

Between:

BONNECHERE MANOR and MIRAMICHI LODGE

And:

ONTARIO NURSES' ASSOCIATION

RE: VACATION PLANNING PERIODS

The Employer (Bonnechere Manor) and the Union agree to discuss and develop guidelines for a trial multi vacation planning periods process. The parties agree to set the calendar year 2019 to trial this initiative. Further once the parties set the guidelines, membership will be informed and will be provided with a copy of said guidelines.

DATED AT Ottawa, Ontario, this 5 day of February, 2019.

FOR THE EMPLOYER

FOR THE UNION

Bruce Beakley

Heather McDonell

Labour Relations Officer

Shelley Sheedy

Brenda Jones

Mike Blackmore

Josh Brazeau

Sandra Blok

Jeannie Storie

Jennifer White

Colin Howard

COUNTY OF RENFREW	Manulife / 4704	Manulife / 4704	Manulife / 4704
	Location 104	Location 107	Location 119
	Class 104	Class 107	Class 119
	Plan AG	Plan AK	Plan AW
Category	COR	COR	COR
Description	Active Miramichi Lodge Employees who are members of ONA	Active Bonnechere Manor Employees who are members of ONA	Early Retiree of ONA (age 55 to 64)
BASIC LIFE INSURANCE			n/a
-enrollment	mandatory	mandatory	
-volume	2 times earnings	2 times earnings	
-maximum	\$250,000	\$250,000	
non-evidence maximum	\$250,000	\$250,000	
-minimum	none	none	
-reduction	none	none	
-paid-up insurance	none	none	
-premium waiver	224 days	224 days	
-disability definition	own occ first 2 years any occ thereafter	own occ first 2 years any occ thereafter	
-maximum conversion	\$200,000 or amount already in force, whichever is less	\$200,000 or amount already in force, whichever is less	
-eligibility waiting period	none	none	
-termination	end of the month following attainment of age 70 or retirement, whichever is earlier	end of the month following attainment of age 70 or retirement, whichever is earlier	
-Prior insurer / policy	Canada Life / 30702 / Replaced by Manulife 28765	Canada Life / 30703 / Replaced by Manulife 28765	
-effective date	March 1, 1988 / replaced effective March 1, 2003	March 1, 1988 / replaced effective March 1, 2003	
-insurer / policy #	Manulife / 4704 (platform change)	Manulife / 4704 (platform change)	
-effective date	September 1, 2015	September 1, 2015	
-renewal date	01-Jan	01-Jan	
-employer contribution	100%	100%	
-particular provisions	n/a	n/a	
BASIC AD&D			n/a
-enrollment	mandatory	mandatory	
-volume	2 times earnings	2 times earnings	
-maximum	\$250,000	\$250,000	
-minimum	none	none	
-premium waiver	224 days	224 days	
-disability definition	own occ first 2 years any occ thereafter	own occ first 2 years any occ thereafter	
-maximum conversion	n/a	n/a	
-eligibility waiting period	none	none	
-termination	age 70 or retirement, if earlier	age 70 or retirement, if earlier	

-Prior insurer / policy	RBC / 808095	RBC/808095	
-effective date	January 1, 1996	January 1, 1996	
-insurer / policy #	SSQ / 1F900	SSQ / 1F900	
-effective date	March 1, 2003	March 1, 2003	
-renewal date	01-Jan	01-Jan	
-employer contribution	100%	100%	
-particular provisions	n/a	n/a	
BASIC DEPENDENT LIFE	n/a	n/a	n/a
-enrollment			
-volume (spouse / child)			
-premium waiver			
-conversion privilege			
-eligibility waiting period			
-termination			
-insurer / policy #			
-effective date			
-renewal date			
-employer contribution			
-particular provisions			
OPTIONAL LIFE DIV 100 (EMPLOYEE)			n/a
-volume	multiples of \$25,000	multiples of \$25,000	
-maximum	\$250,000	\$250,000	
-minimum	\$25,000	\$25,000	
-proof of insurability	yes	yes	
-premium waiver	224 days	224 days	
-conversion privilege	yes	yes	
-termination	end of the month following attainment of age 70 or retirement, whichever is earlier	end of the month following attainment of age 70 or retirement, whichever is earlier	
-Prior insurer / policy	Canada Life / 30702 / Replaced by Manulife 28765	Canada Life / 30703 / Replaced by Manulife 28765	
-effective date	March 1, 1988 / replaced effective March 1, 2003	March 1, 1988 / replaced effective March 1, 2003	
-insurer / policy #	Manulife / 4704 (platform change)	Manulife / 4704 (platform change)	
-effective date	September 1, 2015	September 1, 2015	
-renewal date	01-Jan	01-Jan	
-particular provisions	n/a	n/a	
OPTIONAL LIFE DIV 100 (SPOUSE)	n/a	n/a	n/a
-volume			
-maximum			
-minimum			
-proof of insurability			
-premium waiver			
-conversion privilege			

-termination			
-Prior insurer / policy			
-effective date			
-insurer / policy #			
-effective date			
-renewal date			
-particular provisions			
OPTIONAL ACCIDENT INSURANCE (AD&D) (EMPLOYEE)	n/a	n/a	n/a
-volume			
-maximum			
-minimum			
-proof of insurability			
-premium waiver			
-conversion privilege			
-termination			
-Prior insurer / policy			
-effective date			
-insurer / policy #			
-effective date			
-renewal date			
-particular provisions			
OPTIONAL ACCIDENT INSURANCE (AD&D) (SPOUSE)	n/a	n/a	n/a
-volume			
-maximum			
-minimum			
-proof of insurability			
-premium waiver			
-conversion privilege			
-termination			
-Prior insurer / policy			
-effective date			
-insurer / policy #			
-effective date			
-renewal date			
-particular provisions			
LTD			n/a
-enrollment	mandatory	mandatory	
-benefit formula (%) (excluding pension)	67%	67%	
-contribution to pension plan (%)	n/a	n/a	
-maximum (\$)	\$10,000	\$10,000	
-non evidence maximum (\$)	\$8,000	\$8,000	
-eligibility waiting period	none	none	
-waiting period	224 days	224 days	
-recurrence (waiting period)	3 weeks	3 weeks	
-recurrence (LTD)	6 months	6 months	
-all source maximum	80%	80%	
-taxable benefit	taxable	taxable	

-own occupation definition	24 months from the end of the qualifying period	24 months from the end of the qualifying period	
-any occupation definition	thereafter	thereafter	
-direct offset	WSIB/ CPP/QPP direct offset	WSIB/ CPP/QPP direct offset	
-monthly integrated benefit (rehabilitation)	no intergration	no intergration	
-pre-existing conditions	90 days/ 2 years	90 days / 2 years	
-conversion privilege	n/a	n/a	
-termination	Age 65 less the Qualifying period, or retirement, whichever is earlier	Age 65 less the Qualifying period, or retirement, whichever is earlier	
-Prior insurer / policy	Canada Life / 30702 / Replaced by Manulife 28765	Canada Life / 30703 / Replaced by Manulife 28765	
-effective date	March 1, 1988 / replaced effective March 1, 2003	March 1, 1988 / replaced effective March 1, 2003	
-insurer / policy #	Manulife / 4704 (platform change)	Manulife / 4704 (platform change)	
-effective date	September 1, 2015	September 1, 2015	
-renewal date	01-Jan	01-Jan	
-employer contribution	100%	100%	
-particular provisions	n/a	n/a	
EHC			
-enrollment	mandatory	mandatory	mandatory
late enrollment	proof of insurability request after 31 days	proof of insurability request after 31 days	proof of insurability request after 31 days
-deductible	\$15 / \$25 (n/a drugs)	\$15 / \$25 (n/a drugs)	\$10 / \$20 (n/a drugs)
-co-insurance	100%	100%	100%
-overall maximum	unlimited	unlimited	\$20,000 lifetime
-drugs	prescription with some OTC	prescription with some OTC	prescription with some OTC
-drug card	yes	yes	yes
-maximum dispensing fee	R&C	R&C	\$7.50 per prescription
-deductible per prescription	none	none	none
-Hepatitis B Vaccination	n/a	n/a	n/a
-generic substitution	yes	yes	yes
-nursing home	\$20/day subject to a maximum of 120 days per period of confinement	\$20/day subject to a maximum of 120 days per period of confinement	\$20/day subject to a maximum of 120 days per period of confinement
-private duty nursing	max \$10,000 during a period of 3 consecutive years	max \$10,000 during a period of 3 consecutive years	max \$10,000 during a period of 3 consecutive years
-massage therapy - maximum	\$350/cal. year	\$350/cal. year	\$300/cal. year*
-speech therapist - maximum	\$300/cal. year	\$300/cal. year	\$300/cal. year
-clinical psychologist - maximum	\$300/cal. year	\$300/cal. year	\$300/cal. year
-chiropractor - maximum	\$350/cal. year	\$350/cal. year	\$300/cal. year*
-osteopath - maximum	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*
-podiatrist - maximum	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*
-naturopath - maximum	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*

-physiotherapist - maximum	unlimited	unlimited	unlimited
-acupuncturist - maximum	n/a	n/a	n/a
-biofeedback therapy - maximum	n/a	n/a	n/a
-nicotine therapy - maximum	n/a	n/a	n/a
-hearing aids - maximum	\$500 / 24 months	\$500 / 24 months	\$300 / 4 calendar years
-orthopaedic shoes	1 pair/year	1 pair/year	1 pair / year
-orthotics	\$400.00/yr	\$400.00/yr	\$400.00/yr
-out of province emergency coverage	yes	yes	yes
-out of province hospital coverage	yes	yes	yes
-external breast prosthesis	1 initial following a mastectomy plus 1 every 2 calendar year thereafter	1 initial following a mastectomy plus 1 every 2 calendar year thereafter	1 initial following a mastectomy plus 1 every 2 calendar year thereafter
-transcutaneous nerve stimulators	\$700 / lifetime	\$700 / lifetime	\$700 / lifetime
-custom-made compression hose	2 pairs / calendar year	2 pairs / calendar year	2 pairs / calendar year
-eligibility waiting period	none	none	none
-termination	1st of the month following attainment of age 70 or retirement, whichever is earlier	1st of the month following attainment of age 70 or retirement, whichever is earlier	end of the month following attainment of age 65
-Prior insurer / policy	Canada Life / 30702 / Replaced by Manulife 28765	Canada Life / 30703 / Replaced by Manulife 28765	Manulife / 28765
-effective date	March 1, 1988 / replaced effective March 1, 2003	March 1, 1988 / replaced effective March 1, 2003	effective October 31, 2007
-insurer / policy #	Manulife / 4704 (platform change)	Manulife / 4704 (platform change)	Manulife / 4704 (platform change)
-effective date	September 1, 2015	September 1, 2015	September 1, 2015
-renewal date	01-Jan	01-Jan	01-Jan
-employer contribution	80%	80%	75%
Particular Provisions	*Paramedical combined maximum	*Paramedical combined maximum	*Paramedical combined maximum
HOSPITAL CARE			n/a
-enrollment	mandatory	mandatory	
-deductible	none	none	
-co-insurance	100%	100%	
-room and board	semi-private and private	semi-private and private	
-rehabilitation care	n/a	n/a	
-eligibility waiting period	none	none	
-termination	end of the month following attainment of age 70 or retirement, whichever is earlier	end of the month following attainment of age 70 or retirement, whichever is earlier	
-employer contribution	100%	100%	
-particular provisions	n/a	n/a	

OUT OF COUNTRY COVERAGE			n/a
-enrollment	mandatory	mandatory	
-deductible	none	none	
-eligibility waiting period	none	none	
-termination	end of the month following attainment of age 70 or retirement, whichever is earlier	end of the month following attainment of age 70 or retirement, whichever is earlier	
-maximum length of trip	60 consecutive days	60 consecutive days	
-maximum	\$5,000,000 / lifetime	\$5,000,000 / lifetime	
-employer contribution	80%	80%	
-particular provisions	n/a	n/a	
VISION CARE			n/a
-enrollment	mandatory	mandatory	
-deductible	none	none	
-co-insurance	100%	100%	
-maximum prescription glasses	\$400 / 24 months *	\$400 / 24 months *	
-maximum contact lenses	\$400 / 24 months *	\$400 / 24 months *	
-eye exam	\$80 every 2 calendar years	\$80 every 2 calendar years	
-visual training	n/a	n/a	
-eligibility waiting period	none	none	
-termination	end of the month following attainment of age 70 or retirement, whichever is earlier	end of the month following attainment of age 70 or retirement, whichever is earlier	
-employer contribution	80%	80%	
-particular provisions	for employees and dependents * combined	for employees and dependents * combined	
DENTAL CARE			
-enrollment	mandatory	mandatory	mandatory
late enrollment	\$125 per person for the first 12 months of coverage	\$125 per person for the first 12 months of coverage	\$125 per person for the first 12 months of coverage
-deductible	none	none	none
A) basic services			
-co-insurance	100%	100%	100%
-maximum	unlimited	unlimited	\$5,000 lifetime
-recall exam	2 times / year	2 times / year	2 times / year
-particular provisions	n/a	n/a	combined for basic services and supplementary basic services
B) supplementary basic services (including endodontic and periodontal services)			
-co-insurance	100%	100%	100%
-maximum	unlimited	unlimited	\$5,000 lifetime

C) dentures			
-co-insurance	50%	50%	
-maximum	\$1,000 per calendar year	\$1,000 per calendar year	n/a
-particular provisions			
D) major restorative			
-co-insurance	50%	50%	n/a
-maximum	\$2,000 per calendar year children & adult	\$2,000 per calendar year children & adult	n/a
-particular provisions			
E) orthodontics			n/a
-co-insurance	50%	50%	
-maximum	\$1,500 / lifetime	\$1,500 / lifetime	
-child coverage	yes	yes	
-adult coverage	yes	yes	
-dental fee guide	current based on ODA	current based on ODA	current less one year based on ODA
-eligibility waiting period	none	none	none
-termination	end of the month following attainment of age 70 or retirement, whichever is earlier	end of the month following attainment of age 70 or retirement, whichever is earlier	end of the month following attainment of age 65
-Prior insurer / policy	Canada Life / 30702 / Replaced by Manulife 28765	Canada Life / 30703 / Replaced by Manulife 28765	Manulife / 28765
-effective date	March 1, 1988 / replaced effective March 1, 2003	March 1, 1988 / replaced effective March 1, 2003	effective October 31, 2007
-insurer / policy #	Manulife / 4704 (platform change)	Manulife / 4704 (platform change)	Manulife / 4704 (platform change)
-effective date	September 1, 2015	September 1, 2015	September 1, 2015
-renewal date	01-Jan	01-Jan	01-Jan
-employer contribution	75%	75%	75%
-particular provisions			
TYPE OF COVERAGE			
General Terms and Conditions			
Dependant child for EHC and Dental	either under 22 years of age, or if full-time student under 25 years of age	either under 22 years of age, or if full-time student under 25 years of age	either under 22 years of age, or if full-time student under 25 years of age