

COLLECTIVE AGREEMENT

BETWEEN:

**THE CITY OF HAMILTON
(MACASSA/WENTWORTH LODGES)**
(Hereinafter referred to as "The Employer")

AND:

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

Duration of Agreement: April 1, 2019 to March 31, 2023

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ARTICLE 1 – RECOGNITION

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

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

1.03 **DEFINITIONS**

FULL-TIME NURSE

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

PART-TIME NURSE

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

CASUAL NURSE

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

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

ARTICLE 2 – RESERVATION OF MANAGEMENT RIGHTS

- 2.01 The Association acknowledges that it is the exclusive function of the Employer:
- (a) Generally to manage and operate its establishments in all respects and, without in any way restricting the generality of the foregoing, to determine the kinds, location and number of the Employer's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, instruments and equipment to be used; to select, control and direct the use of all materials and facilities required in the operation of the Employer's establishments; to schedule the work and services to be performed and provided, and to make, alter and enforce regulations governing the use of all materials, facilities and services as may be deemed necessary in the interests of the safety and well-being of the Macassa Lodge and Wentworth Lodge residents and the public.
 - (b) To maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the nurses, provided such rules and regulations are not inconsistent with the provisions of this Agreement.

- (c) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses; to assign nurses to shifts, and to increase and decrease the working forces, provided that:
- (i) a claim by any nurse of discriminatory retirement, transfer, demotion, discipline or suspension, or
 - (ii) a claim by any nurse that he or she has been discharged without just cause may become the subject of a grievance and be dealt with as hereinafter provided.

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

ARTICLE 3 – RELATIONSHIP

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

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

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

3.04 The Employer and the Association shall recognize their respective obligations under the Occupational Health and Safety Act.

3.05 Harassment-Free Environment

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

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

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

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

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

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

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

The Employer agrees that a joint accommodation committee consisting of an equal number of Union and Management representatives will facilitate any accommodation of disabled employees. All employees accessing the Transitional Work Program will be informed of such committee and their right to union representation at any such meetings to discuss their Return to Work Program, by the employer, prior to the employer meeting with them at the first Return to Work/Transitional Work meeting.

3.07 Assignment of Resident Care Duties

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

3.08 Whistle Blower Protection

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

ARTICLE 4 – ASSOCIATION SECURITY

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

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

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

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

4.02 The Employer shall provide each nurse with a statement of income and deductions for income tax purposes (T4 Supplementary Slip), which shall include therein the deduction for Association dues.

4.03 The Employer will provide the Association with the names and addresses of the nurses within one (1) month of the date of their employment and semi-annually. The nurse will provide change of address within two (2) weeks of any change.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.01 There shall be no strikes or lockouts so long as this Agreement continues to operate under the Hospital Labour Disputes Arbitration Act.

ARTICLE 6 – ASSOCIATION REPRESENTATION

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

(a) A Negotiating Committee of not more than four (4) employee nurses.

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

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

6.03 The Association acknowledges that Committee members have regular duties which must be performed on behalf of the Employer and that all absences from

regular duties to attend Grievance or Committee meetings must be authorized by the Employer. Such permission will not be withheld unreasonably.

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

- 6.04 The Employer agrees with the Local Association to the establishment of a Labour Management Committee. This Committee, which shall be composed of equal representation from each party, of not more than four (4) members from each party, shall endeavour to meet not less than every second month, at the request of either party, for the purpose of discussing items relevant to the services to residents of the Lodge, matters of safety, health and welfare and other matters of mutual concern, other than grievances, relative to the operation of the Lodge. It is understood, however, that there may be times when equal representation cannot be achieved and the parties may agree to proceed or make adjustments on either side to balance the representation.

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

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

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

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

6.07 Occupational Health and Safety Committee

- (a) The Employer and the Association mutually desire to maintain standards of safety and health in the Lodges in order to prevent accidents, injury and illness.
- (b) The Employer agrees to accept as a member of its Occupational Health and Safety Committee at least one (1) Representative or alternate for each Lodge selected or appointed by the Association from amongst Bargaining Unit employees.
- (c) The Employer and the Association agree to co-operate reasonably in providing each other the necessary information to enable the Committee to fulfil its functions.

In furtherance of that, the Employer will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession, as required by the Occupational Health and Safety Act or its regulations.

- (d) The Committee shall maintain minutes of all meetings. A copy of the minutes shall be sent to the Occupational Health and Safety Representatives from the Bargaining Unit and a copy shall also be sent to the Bargaining Unit President.
- (e) A member of the Committee is entitled to one hour of paid preparation time or more if the Committee determines it necessary, before each meeting. A member of the Committee is also entitled to such time as is necessary to attend meetings of the Committee and the time necessary to carry out the members' committee duties such as workplace inspections. Time spent preparing for and attending meetings and carrying out committee duties shall be deemed to be work time for which she/he shall be paid her/his regular or premium rate, as may be proper.

Time off for representatives to perform these duties shall be granted and any representative attending these meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

- (f) It is expected that a representative appointed or selected in accordance with (b) hereof will serve for a term of at least one (1) calendar year from the date of appointment.
- (g) All members of JOHSC shall receive training and education to ensure a basic understanding of Health and Safety issues and committee functions. This training shall be undertaken prior to acting on the committee, or shortly thereafter, as determined by the Committee.
- (h) An annual upgrading on Health and Safety issues shall be provided for all members.
- (i) Both ONA representatives shall be a certified Health and Safety Representatives, and shall be trained at the employer's expense. All time spent in training shall be considered work time and paid accordingly.

ARTICLE 7 – GRIEVANCE PROCEDURE

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

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

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

7.03 STEP ONE: The Association shall submit a written grievance to the Administrator within fifteen (15) calendar days of an issue being identified.

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

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

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

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

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

7.05 Where a dispute involves:

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

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

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

- 7.06 (a) When a nurse is required to attend a meeting with the Administrator or designate which may result in a notation being made on the record, disciplinary action or dismissal, the nurse shall be entitled to have present, if so requested, the Bargaining Unit President or designate.
- (b) If the nurse receives a suspension or is terminated she shall be provided with written reasons for such suspension or termination within seven (7) days of such suspension or termination.
- (c) Should the nurse wish to file a grievance against the dismissal or disciplinary action, it should be in writing and filed within fifteen (15) calendar days at Step Two of the grievance procedure.

7.07 Where a satisfactory settlement of the matter in dispute is not reached at step two (2), the parties may agree to refer the grievance to mediation within thirty (30) calendar days of the receipt of the response by the Director, Employee Health and Labour Relations, or their designate. Failing resolution at this step, or if the mediation step is not used, either party may refer the grievance to arbitration as referred in article 8 within thirty (30) calendar days.

The mediator shall be selected by mutual agreement of the parties and expenses shall be shared equally.

7.08 Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred to Arbitration under the provisions of Article 8 within thirty (30) calendar days of the receipt of the Director, Employee Health and Labour Relations response.

7.09 The Grievance Committee may be accompanied by an authorized representative of the Ontario Nurses' Association at Step Two of the grievance procedure.

7.10 Meetings with the Director, Employee Health and Labour Relations and/or authorized representatives of the Employer, in reference to grievances, shall be held during the regularly scheduled working hours. Payment shall be at the prevailing rate of pay.

7.11 Any letter of reprimand, suspension or other sanction will be removed from the nurse's file twenty-four (24) months following the receipt of such letter, suspension or other sanction provided that there has been no related notation made in that twenty-four (24) month period.

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

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

ARTICLE 8 – ARBITRATION

8.01 Where a dispute arises in respect of any of the matters covered by this Agreement, including

- (a) the interpretation, application, or administration of this Agreement, or
- (b) whether a matter is arbitrable, or
- (c) where an allegation is made that this Agreement has been violated, and if a satisfactory settlement cannot be reached, the matter in dispute may be submitted by the Employer or the Association to a Board of Arbitration. The Board of Arbitration may consist of a single Arbitrator or by joint agreement of the parties, may constitute a three (3) person Board of Arbitration.

SINGLE ARBITRATOR: Either of the parties to this Agreement is, in such event, to notify the other party in writing of its desire to submit the matter in dispute to arbitration and if the recipient of the said notice and the party desiring the arbitration do not, within a period of ten (10) days after the receipt of the said notice, agree upon a single arbitrator the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

BOARD OF ARBITRATION: Either of the parties to this Agreement desirous of exercising this provision, shall give written notice to the other party and at the same time shall appoint its member of the Board of Arbitration. The other party shall within seven (7) calendar days, appoint its member to the Board of Arbitration or shall inform the other party in writing of its desire for a single Arbitrator.

Where two (2) members are thus appointed they shall confer jointly in an endeavor to select a third member who shall be the Chairperson of the Board. If within ten (10) days the two members have not reached agreement, the matter shall be referred to the Minister of Labour for the Province of Ontario who shall appoint a Chairperson.

- 8.02 The Board of Arbitration shall not have jurisdiction or authority to alter or modify any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with terms and provisions of this Agreement.
- 8.03 Each of the parties hereto will bear the expense of the nominee appointed by it, and the parties will equally share the expense of the chairperson.
- 8.04 The time limits and other procedural requirements set out in Article 7 are mandatory and not merely directory, and no matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the times specified. The provisions of this clause shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing, signed by both parties. If the Employer does not consider or process a grievance which has been presented late, the Employer shall not be estopped or precluded at any stage of the grievance procedure from taking the position that the grievance is late and not arbitrable.

ARTICLE 9 – SENIORITY

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

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

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

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

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

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

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

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

9.03 **Loss of Seniority**

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

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

(g) Casual Nurses

Casual Nurses who fail to submit their availability for three (3) consecutive work schedules will be contacted by telephone or registered mail to attend a meeting at a mutually agreeable time with the Employer for the purpose of establishing the Nurses commitment to continued employment. If the Nurse fails to show willingness to attend they shall have their name removed from the payroll.

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

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

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

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

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

- 9.06 The Employer shall have the exclusive right to discharge nurses during the probationary period provided the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the Human Rights Code, the Employment Standards Act or other employment related legislation.
- 9.07 Part-time nurses and casual nurses advance on the pay scale (1) year for each 1500 paid hours. Overtime worked will be credited straight time for the purposes of seniority.

ARTICLE 10 – PROMOTION, TRANSFER AND REDUCTION OF STAFF

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

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

- (i) Requests or Applications from within the Lodge

(ii) Applications from the other Lodge.

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

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

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

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

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

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

- (d) When so determined by management that a vacancy of either a temporary or permanent nature shall not be filled, the Employer will inform the Association of its decision within ten (10) working days of the decision and will notify the Association that either the duties are being distributed to other nurses or not performed.
- (e) A list of all vacancies expected to exceed sixty (60) days, will be provided to the Bargaining Unit President each month.
- (f) If a nurse is promoted or appointed to a position within the scope of this Agreement, and within forty-five (45) calendar days proves unsatisfactory in their new position, or if the nurse requests, in writing, they shall be returned to their former position without penalty.

Any other nurse promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without penalty.

A nurse who requests to be returned to their former position shall not prejudice their application for future promotions or transfers.

In the event that the successful applicant exercises his/her reversion rights within the time frame noted above, an offer will be made to the next available nurse on the successful applicant list.

10.02

In the event of a proposed short term lay-off at the Lodges including any temporary bed cutback or cutback in service, the Employer will provide the

Association with no less than fifteen (15) days notice of such lay-off. In the event of a long term lay-off expected to exceed six (6) months, the Employer will provide the Association with no less than three (3) months notice of such lay-off. In the event of a proposed lay-off the Employer will meet with the Association to review such lay-off.

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

10.03

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

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

A nurse must remain in the bargaining unit for a period of at least five (5) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, or thirty (30) months as specified above, or a permanent position outside of the bargaining

unit, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.

- (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Employer will advise the local Association of the names of any nurses performing the duties of positions outside of the bargaining unit pursuant to Articles 10.03, the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) An employee who accepts a transfer under Article 10.03 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

ARTICLE 11 – LEAVE OF ABSENCE

11.01 (a) Personal Leave

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

(b) Association Leave

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

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

(c) Provincial Association Leave

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

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

11.02 Bereavement Leave

A nurse shall be granted five (5) regularly scheduled consecutive work days leave of absence without loss of pay or benefits in the event of the death of her/his spouse, common-law spouse, same sex partner, child, parent, brother, sister, mother-in-law, father-in-law, foster or adopted parent, son-in-law, daughter-in-law, grandparent, grandparent of spouse, grandchild, brother-in-law, or sister-in-law.

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

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

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding five (5) days in total, in order to accommodate religious and cultural diversity.

Where the burial occurs outside the Province, or beyond 600km within the Province, reasonable traveling time up to five (5) working days without pay may be granted at the discretion of the Employee's Department Head.

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

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

In order to receive the paid leave provided for in this section, absence must result in loss of time and pay from a regular shift and the nurse must have worked the last scheduled working day before and first scheduled working day after,

provided that a nurse granted leave without pay for compassionate purposes within (20) weeks prior to death shall not lose benefits under this Clause.

11.03 Jury Duty

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

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

11.04 Pregnancy/Parental Leave

Pregnancy/Parental leave will be granted in accordance with the provisions of the Employment Standards Act (ESA) as amended from time to time and as follows:

- (a) the service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks;
- (b) the nurse shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child;
- (c) the leave of absence for pregnancy or adoption shall be subject to the provisions of the *Employment Standards Act* or such shorter leave of absence as the nurse may request;
- (d) a nurse shall be granted parental leave, subject to the provisions of the *Employment Standards Act*, subject to 11.04 (h), for each parent who has worked for thirteen (13) weeks. Natural mothers may take parental leave at the end of the pregnancy leave;
- (e) all other parents must begin this leave not later than fifty-two (52) weeks of the child being born or coming into care;
- (f) a nurse shall be allowed to commence her pregnancy leave at anytime up to seventeen (17) weeks before the expected date of delivery;
- (g) written notice by the nurse to extend the leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave.

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

- (h) parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own;
- (i) on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SEB) Plan, a nurse who is on parental/pregnancy leave as provided under this Agreement and who is in receipt of Employment Insurance Parental/Pregnancy benefits pursuant to Section 22 and 23 of the Employment Insurance Act, 1997 shall be paid a supplemental employment benefit.
 - (i) that benefit will be calculated as the difference between
 - a. eighty per cent (80%) of the nurse's regular weekly earnings and the sum of the nurse's weekly employment insurance benefits and any other earnings; and,
 - b. the weekly employment insurance benefit that is payable to the nurse without regard to any election by the nurse to receive a lower employment insurance spread over a longer period of time, as may be permitted under the Employment Insurance Act.
 - (ii) such payment shall commence following completion of the employment insurance waiting period, and receipt by the Employer of the nurse's employment insurance cheque stub as proof that she is in receipt of such benefits for a maximum period of fifteen (15) weeks pregnancy and fifteen (15) weeks parental leave. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours;
- (j) the nurse shall be entitled to accumulate all seniority and service and shall be entitled to participate in the benefits as prescribed in the Collective Agreement;
- (k) the Employer shall not terminate the employment of, or lay off a nurse because of pregnancy/ parental leave.

11.05 Education Leave

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

A full-time or part-time nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing any examinations required in any course recognized and approved by Management, in which nurses are enrolled to enhance their nursing

qualifications, including examinations for the nurses' certificate of registration from the College of Nurses of Ontario. Any course or examination required by the College, shall be deemed to be approved by Management. For greater clarity, the period of the leave shall include the night shift prior to or any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

11.06

Prepaid Leave Plan

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

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence to pursue formal education following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Administrator or designate at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Employer. There shall be one (1) nurse allowed off at any one time.
- (d) Written applications for the purpose of pursuing further formal education will be reviewed by the Administrator or designate for leaves requested.
- (e) During the four (4) years of salary deferral, 20% of the nurses' gross annual earnings will be deducted and held for the nurse and will not be accessible to her/him until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the Nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Ontario Municipal Nurses Retirement System will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.

- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Administrator or designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave.

The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the nurse within a reasonable period of time.

- (l) The nurse will be reinstated to her/his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - (i) A statement that the nurse is entering the prepaid leave program in accordance with Article 11.06 of the Collective Agreement
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

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

11.07

ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position

has been discontinued, in which case the employee shall be given a comparable job, if available.

ARTICLE 12 – ANNUAL VACATIONS

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

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

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

Effective April 1, 2022:

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

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

12.02 Notwithstanding the schedule of vacation leave above noted, a nurse who has been granted and taken vacation leave and terminates employment with the Employer before the anniversary date when the nurse commenced work, shall have the unearned portion of vacation leave deducted from the termination pay as per Article 13.

12.03 A nurse's vacation period and pay shall be based on the nurse's standard work week and the nurse's standard rate of pay, but shall not include any shift premium, overtime, or other premiums.

12.04 A week's pay for hourly paid nurses shall be the basic hours worked per week multiplied by the nurse's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime rates, or other premiums.

12.05 A week's pay for salaried nurses shall be the nurse's basic salary paid per week on a weekly basis, but shall not include overtime, shift premium or other premiums.

12.06 The vacation period shall commence from and including January 1st, and continue to and including December 31st of the same year. All nurses are expected and encouraged to take their vacation during the current year. However, it is understood that special circumstances may develop which would make it desirable for a nurse to carry over up to one year's vacation entitlement to the following year. Requests to carry over vacation must be submitted in writing not later than September 1st in any year and will be subject to the approval of the Administrator concerned.

12.07 When a statutory holiday falls on a day of the scheduled vacation, a nurse shall be entitled to an additional day of vacation. Such additional day or days off may, subject to mutual agreement between the nurse and Director of Nursing or designate, be either added to the end of the scheduled vacation or taken at another date.

12.08 Per article 1.03, article 12.08 does not apply to Casual Nurses.

Nurses shall, when practicable, be granted the vacation period preferred by the nurse subject to the operational requirements of the Employer. Preference in choice of vacation dates shall be given to senior nurses provided that the efficiency of operations of the Employer is not unduly interrupted thereby. Vacation requests for the eight (8) month period of May 1 to December 31 shall be filed by March 1 and posted April 1. Vacation requests will be considered as follows:

- (a) Vacation requests for the period of June 15th to September 15th shall be limited to fifteen (15) days. For clarity, employees, subject to their vacation entitlement, may request vacation greater than fifteen (15) days during periods outside June 15 – September 15.
- (b) For any unallocated vacation beyond the fifteen (15) days as noted in (a) above, vacation requests will be considered and approved according to seniority.
- (c) Notwithstanding the forgoing, it is understood that special circumstances may develop which would make it desirable for a Nurse to take additional vacation during such prime time period. Such additional vacation request(s) will be allocated on the basis of seniority and shall not be unreasonably denied.

Vacation requests for the four (4) month period January 1 to April 30 shall be filed by October 1 and posted October 15.

12.09 Where a nurse:

- (a) Who qualifies for sick leave is on vacation and is:
 - (i) hospitalized, or
 - (ii) convalescing following hospitalization, or
 - (iii) in Home Care under OHIP, there shall be no deduction from vacation credits for such absence if, on or before the third day of such illness, the nurse files with the Director, Employee Health

and Labour Relations, a certificate from a physician licensed to practice medicine setting forth the reason for such absence is to be deducted from the nurse's vacation credits. Where the said certificate is filed, the period of vacation so displaced shall either be added to the vacation period, or reinstated at a later date at the nurse's option.

- (b) is entitled to bereavement pay under the terms of Article 11.02 there shall be no deduction from vacation credits for such absence. Such additional day or days off may, subject to mutual agreement between the nurse and Director of Nursing or designate be either added to the end of the scheduled vacation or taken at another date.
- (c) Where a nurse has gone on sick leave prior to her/his scheduled vacation, and continues to be ill during her/his scheduled vacation time, the parties agree that the affected vacation can be scheduled to a later date. The parties also agree that this right is conditional upon supplying a medical note confirming the nurse's inability to work for the days in question, if requested by the employer.

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

12.11 Per article 1.03, article 12.11 (i) does not apply to Casual Nurses.

Part-time Nurses

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

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

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

Effective April 1, 2022:

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

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

12.12 Per article 1.03, article 12.12 does not apply to Casual Nurses.

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

ARTICLE 13 – VACATION PAY ON RETIREMENT OR ON SEPARATION FROM SERVICE

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

Vacation Qualification	Vacation Pay
28 years	14.00%
20 years	12.00%
12 years	10.00%
3 years	08.00%
1 year	06.00%

Effective April 1, 2022:

Vacation Qualification	Vacation Pay
28 years	14.00%
20 years	12.00%
11 years	10.00%
3 years	08.00%
1 year	06.00%

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

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

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

- 13.03 Notwithstanding the vacation entitlements noted above, a nurse who has been granted and taken vacation leave and terminates employment with the Employer before the anniversary date as per Article 13.02, shall have the unearned portion of vacation leave deducted from the nurse's termination pay, or any earned vacation pay not taken shall be paid.
- 13.04 Nurses who have not completed one (1) year of service at the time of retirement or separation shall be paid vacation pay at the rate of 4% of their actual earnings.
- 13.05 Should death occur to a nurse any unpaid vacation monies owing will be paid to the estate of the deceased nurse.

ARTICLE 14 – STATUTORY HOLIDAYS

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

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

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

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

A full-time nurse who works on a regularly scheduled seven (7) day shift work basis shall be paid the premium for the Statutory Holiday only on the

actual day on which the Statutory Holiday falls. The "actual day" shall conform to any Federal or Provincial statutes which govern the day on which a Statutory Holiday must fall.

- 14.02
- (a) A full-time nurse who works on a paid holiday shall receive time and one-half (1½) for all hours worked and shall receive time off with pay equal to a normal work day in lieu of the holiday. Such time off shall be scheduled by the Employer at a mutually agreeable time within thirty (30) days prior to or sixty (60) days succeeding the paid holiday. It is understood that should a mutually agreeable time not be found within the thirty (30) days prior or sixty (60) days succeeding the paid holiday, the stat will be automatically paid out to the nurse of their next pay.
 - (b) Part-time nurses who are scheduled to work on a holiday as designated in Section 14.01 (a) shall be paid at the rate of time and one-half (1½) the nurse's regular rate of pay for hours worked.
 - (c) When a holiday falls during a full-time nurse's regularly scheduled day or days off, an additional day off with pay will be scheduled at a mutually agreeable time.
 - (d) Christmas schedules will be posted no later than November 15 of each year. Requests for preference shall be submitted by each nurse by October 1 of each year. A nurse will be entitled to be off work for either Christmas (December 24, 25, 26) or New Year's (December 31, January 1, 2) a Nurses request to work both Christmas and New Year's will also be considered. The Employer will provide no less than three (3) consecutive days off over either Christmas or New Year's. If the allocation of requests for time off does not allow the efficient operation of the Lodge, the Manager will adhere to the principle of rotation. In adhering to this principle, the rotation is based upon what the nurse would have been originally scheduled, not whether the nurse had actually worked.

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

Article 16.05 may be waived between December 15 and January 5 in order to facilitate nurses receiving their three (3) consecutive days off. Once the Holiday Season schedule is posted, any changes to the nurse's schedule must be brought to her attention, and all such changes must be made in accordance with the collective agreement.

- 14.03 A Full Time nurse shall not be paid for any Statutory Holiday:
- (a) if the nurse does not work on such Holiday without good cause when the nurse has been scheduled to do so; or
 - (b) if the nurse has been absent without good cause on the scheduled working day immediately preceding or succeeding such Holiday; or

- (c) the Employer shall determine whether there has been good cause for such absence, subject to the limitation that holiday pay shall not be unjustly withheld;
- (d) when a nurse has not earned wages on at least twelve (12) days during the four (4) weeks immediately preceding such holiday.

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

ARTICLE 15 – BENEFIT PLANS

- 15.01 The benefits provided hereunder shall continue for the life of this Agreement.
- 15.02 The Employer shall pay the full cost of the premiums for all benefits provided hereunder.
- 15.03 On completion of the probationary period a full-time nurse shall be entitled to the following benefits:
 - (a) Group Life Insurance with benefits equal to one and one-half (1½) times the annual basic wage rate of the nurse to the nearest one thousand dollars.
 - (b) Extended Health Care Plan, including hospital coverage and Prescription Drug plan.
 - (c) Dental care plan under the terms of the current Ontario Dental Association (O.D.A.) schedule. The Dental Plan shall include coverage for orthodontics for dependent children (to the age of 18 or until completion of secondary school whichever is later or up to the age of 25 if they are attending a post secondary institution) on the basis of a 50% co-insurance with a life time maximum payment of \$1,500.00.

Coverage for removable prosthodontics, fixed prosthodontics and major restorative shall be on the basis of a 50% co-insurance with a twelve (12) consecutive month maximum amount payable of \$1,500.00 (including lab fees). Where an implant is the choice of treatment and a denture or bridge would produce professionally adequate results for the condition, Manulife Financial will pay the cost of the implant expense and any related services, at a cost equal to the least expensive cost of a denture or bridge.
 - (d) Vision care plan to cover the nurse and the nurse's dependents \$300.00 each every twenty-four (24) months, plus one (1) eye exam every twenty-four (24) months up to a maximum of \$100.00)
 - (e) Short Term Income Protection as detailed in APPENDIX "B". The provisions of the "Cumulative Sick Leave Allowance", Bylaw 78-74, as amended, shall continue as modified by the Income Protection Plan.

- (i) In order to qualify for short-term disability benefits, nurses must provide a fully completed short-term disability claim form, attached hereto as Section "C" of Appendix "B".
 - (ii) Claim forms covering any illness or injury will not be accepted by the Employer and the nurses will not be eligible for STD benefits for the absence in question, unless the form is submitted within two (2) weeks from the date the nurse's obligation to provide documentary verification for their absence first arose, under the Regulations to Section "C".
- (f) Long Term Disability protection as detailed in the attached plan.

15.04 All nurses shall be enrolled in the Ontario Health Insurance Plan (O.H.I.P.).

15.05 All nurses shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.), in accordance with the prevailing OMERS regulations.

15.06 Subject to future amendments to the Ontario Human Rights Code, the following provisions regarding benefits will apply to employees who work after having attained the age of 65:

- (a) Full time employees who would otherwise qualify for full benefits will receive:
 - (i) in respect of any regular OMERS contributions that the employee is permitted or required to make and does make, the employer's corresponding contribution;
 - (ii) subject to paragraph (c), prescription drug benefits for drugs other than those ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto;
 - (iii) Extended Health Care Benefits (other than for prescription drugs), Dental Benefits and STD benefits; and
 - (iv) a non-taxable death benefit in the amount of \$10,000.00, payable to the employee's estate or designate in the event the employee dies prior to termination or retirement.
- (b) Full time employees who would otherwise qualify for full benefits will not receive:
 - (i) other than the above-mentioned STD and death benefits, any form of life, dismemberment or disability insurance that would otherwise be provided or made available, including, without limitation, Long Term Disability benefits, Basic Life Insurance, Optional Life Insurance, Dependants' Life Insurance and Accidental Death and Dismemberment benefits; and
 - (ii) subject to paragraph (c), prescription drug benefits for drugs ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto.

- (c) In the event that the Ontario Drug Benefit Plan or any successor thereto is amended such that full time employees who have attained the age of 65 are, or may become ineligible, to receive prescription drug benefits under that Plan in certain circumstances, the employer and the association will consider whether it is necessary or appropriate to amend the provisions of clauses (a)(ii) and (b)(ii), and if so, they will negotiate alternate provisions respecting prescription drug benefits that do not result in a greater overall cost to the employer than would have been incurred in the absence of such amendments.

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

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

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

15.10 The following benefits will be available to any nurse retiring nurse between the ages of 55 and 65 who retires on an OMERS pension and who has a minimum of twenty (20) years continuous employment with the Employer at the time of retirement and was enrolled Extended Health Care, Dental Care and Life Insurance coverage immediately preceding retirement:

Ontario Health Insurance Plan

Extended Health Care Plan

Dental Plan

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

The following conditions apply:

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

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

15.12 Coordination and Positive Re-Enrollment

Co-ordination of benefits and positive re-enrolment will be mandatory. Employees that have failed to re-enroll will be personally contacted as a

reminder. If no response is received, the Employer will provide the ONA Bargaining Unit President and Labour Relations Officer with a copy of the list of employees. If an Employee does not complete enrolment, benefit coverage will be suspended for that Employee and their dependents until the positive re-enrolment obligation has been completed.

ARTICLE 16 – HOURS OF WORK, SHIFTS, OVERTIME AND REST PERIODS

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

(b) When a nurse is the only nurse on duty, the nurse will receive for each half hour meal period worked, pay at one and one-half (1½) times the nurse's basic rate of pay in money or time off duty with pay calculated at one and one-half (1½) times for each half hour meal period worked. Such time off shall be granted at the discretion of the Employer but, subject to the exigencies of the service, will endeavour to grant such lieu time off at the convenience of the nurse.

16.02 Per article 1.03, article 16.02 (d) does not apply to Casual Nurses.

(a) The normal standard hours for all full-time nurses including the Infection Control Practitioner(s), other than the Nurse Practitioner(s), shall be seven and one half (7 ½) consecutive hours per day, and seventy-five (75) hours in any bi-weekly period.

The normal standard shifts shall be as follows:

0700 – 1500 (Day Shift)

1500 – 2300 (Evening Shift)

2300 – 0700 (Night Shift)

The Employer may change the normal standard shifts of work consistently for all bargaining unit staff in the same classification at a single Home. The Employer will give the Union forty-five (45) days notice of such change prior to instituting. Such change of normal standard shifts of work shall not be arbitrary or unreasonable.

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

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

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

- (b) If the Employer or union wishes to engage in discussion for the implementation of extended shifts, they must meet with the other party. The provisions governing extended shifts will be negotiated between the parties and the members who will be working the extended shifts shall vote on these provisions. In order to implement extended shifts a minimum of eighty-five percent (85%) of the members who will be working the extended shifts must vote in favour of the change.
- (c) A rest period of fifteen (15) minutes shall be granted in the first half and second half of each shift period.
- (d) Actual hours worked shall be recognized on the occasions when lengths of shifts are varied due to changes arising out of Daylight Saving Time.

16.03

Overtime

Save as herein provided, overtime means authorized hours worked:

- (a) in excess of the scheduled hours of work per day
- (b) on the regularly scheduled day off
- (c) in excess of one hundred and fifty (150) hours of four (4) full shift schedules
- (d) there shall be no pyramiding of overtime
- (e) for all authorized overtime designated by the Employer, the nurse shall be granted time and one-half (1½) the nurse's regular rate or lieu time off at the rate of time and one-half (1½). If the nurse chooses lieu time off, it shall be granted at the discretion of the Employer but, subject to the exigencies of the service, will endeavour to grant such lieu time off at the convenience of the nurse.

Every Employee shall have the right to bank overtime to a maximum balance of forty (40) hours. Any hours in excess of forty (40) shall be paid. Effective calendar year 2020, the exception to the foregoing shall be the right of the employee to request, or the Administrator or Designate to initiate, payment of the total accumulated lieu time in the calendar year to be paid in the month of December. Hours accrued from December 1 to December 31 will be carried over and count towards the next years maximum.

- (f) where a nurse is required to work on a day for which the nurse receives one and one-half (1½) times the nurse's regular salary (other than overtime premium compensation) for the nurse's regular hours worked on that day and the nurse is required to work additional hours following the nurse's full shift on that day, the nurse shall receive two (2) times the nurse's regular salary for such additional hours worked (but no further premium payment for such additional hours).

(g) Process (Overtime Shifts)

Where additional hours are overtime hours, (there are NO nurses available at straight time) such hours will be offered to full time employees based on seniority and availability, if there are no full time employees available for such overtime hours, regular part time nurses who are entitled to overtime for such additional hours will be offered these overtime hours on the basis of seniority. If there are no regular part time nurses available for such additional overtime hours, such overtime hours will be offered to casual part time nurses who are entitled to overtime for such additional hours on the basis of seniority.

Example;

Where part time nurses have worked seventy-five (75) hours in a pay period and where the offer of additional work will thus result in premium pay, then the Employer will offer the premium paid shift (hours) to full time nurses in accordance with seniority prior to offering the premium paid hours to part time nurses. In offering the work to part time nurses it will be offered in accordance with seniority.

16.04 Posted Work Schedules

The following will govern the posting of schedules for both full time and part time nurses:

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

The posted schedule is understood to be the master schedule and therein this article references that document. The daily schedules that are delivered to the Lodges to support after-hours scheduling are solely a job aid for Registered Nurses and should not be construed as the posted schedule.

- (b) Nurses may be allowed to mutually exchange shifts to a maximum of five (5) shifts in a schedule period. Such exchanges initiated by nurses shall not result in any overtime and shall be approved by the Director of Nursing or designate for approval.

16.05 Per article 1.03, article 16.05 (b) does not apply to Casual Nurses.

Full Time Nurses

The following will govern the scheduling of full time nurses:

- (a) Full-time nurses presently in the employ shall continue to work preferred shifts. A change of preferred shifts will only be made by mutual consent. Rotating shifts may be implemented by mutual consent of the nurse and

the Director of Nursing/Care or designate. Notwithstanding, it is understood that this Article applies to the two (2) existing full-time nurses holding permanent preferred-shift positions at the time of signing this agreement. Protection of preferred shifts will be eliminated through attrition upon these nurses permanently vacating their positions. In terms of those nurses holding non-rotating shifts (e.g. steady evenings), the Employer agrees to maintain these shifts as long they are operationally feasible. Any future move to rotating shifts will be on the basis of day/evening, day/night or evening/night rotations. Any permanent change in rotations will be communicated at least three (3) months in advance of any such change.

- (b) Full-time nurses shall be entitled to alternate weekends off. Should a nurse work on a second or subsequent weekend, such nurse shall receive time and one-half (1½) of her or his basic straight time hourly rate for all hours worked on such additional weekends, save and except where:
- (i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
 - (ii) such nurse requested weekend work; or
 - (iii) such weekend is worked as a result of an exchange of shifts with another nurse, or
 - (iv) such weekend is worked as a result of agreement by the nurse to work an additional weekend to accommodate the nurse's specific vacation requests; or
 - (v) such weekend worked is part of the nurse's regularly scheduled weekend.

For the purposes of ii) above, a request for weekend work requires the parties to reach agreement to a Letter of Understanding on behalf of the requesting nurse. It is understood that the nurse may approach either party (Union or Employer) to initiate the process for agreement. Weekend work is defined as any period exceeding one schedule rotation.

- (c) It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the last shift Friday until the commencement of the first shift Monday unless otherwise mutually agreed. It is understood that the fifty-six (56) hour period would be in accordance with the scheduling practices of each of the respective Lodges on the following basis:
- (i) 2300 Friday to 0700 Monday; or
 - (ii) 0700 Saturday to 1500 Monday; or
 - (iii) any other fifty-six (56) hour period that begins at the conclusion of the Friday scheduled shift.

The Employer will endeavour to schedule full-time nurses to be off the Friday evening before their weekend off and not to return to work on the Sunday night of their weekend off.

- (d) Nurses are expected to work Christmas schedules in accordance with Article 14.02 (d) and the provisions of this Article 16.05 may be waived for this purpose.

Part Time Nurses (16.06 to 16.08)

16.06 Per article 1.03, article 16.06 does not apply to Casual Nurses.

A part-time nurse scheduled to work the Saturday and Sunday of a holiday weekend will be offered the opportunity to work the holiday, if required.

Commitment

The following conditions outline the commitment of part time nurses as defined under Article 1.03:

- (a) Part time nurses shall be available four (4) shifts in two weeks, (one pay period) and;
- (b) Part-time nurses shall be entitled to two (2) weekends off in four (4) weekends. Should a nurse work on a third or subsequent weekend, such nurse shall receive time and one-half (1½) of the nurse's basic straight time hourly rate for all hours worked on such additional weekends, save and except where:
- (i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (ii) such nurse has requested weekend work; or
 - (iii) such weekend is worked as a result of an exchange of shifts with another nurse, or
 - (iv) such weekend is worked as a result of agreement by the nurse to work an additional weekend to accommodate the nurse's specific vacation requests; or
 - (v) such weekend worked is part of the nurse's regularly scheduled weekend.
 - (vi) A part-time nurse scheduled to work the Saturday and Sunday of a holiday weekend will be offered the opportunity to work the holiday, if required.

For the purposes of ii) above, a request for weekend work requires the parties to reach agreement to a Letter of Understanding on behalf of the requesting nurse. It is understood that the nurse may approach either party (Union or Employer) to initiate the process for agreement. Weekend work is defined as any period exceeding one schedule rotation.

- (c) It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the last shift Friday until the commencement of the first shift Monday unless otherwise mutually agreed. It is understood that the fifty-six (56) hour period would be in accordance with the scheduling practices of each of the respective Lodges on the following basis:
- (i) 2300 Friday to 0700 Monday; or
 - (ii) 0700 Saturday to 1500 Monday; or
 - (iii) any other fifty-six (56) hour period that begins at the conclusion of the Friday scheduled shift.

The Employer will endeavour to schedule regular part-time nurses to be off the Friday evening before their weekend off and not to return to work on the Sunday night of their weekend off.

- (d) Nurses are expected to work Christmas schedules in accordance with Article 14.02 (d) and the provisions of this Article 16.06 may be waived for this purpose.
- (e) Part-time nurses will not be pre-scheduled for more than two different shifts in a week unless, requested by the Nurse as part of their availability.
- (f) Effective January 1st, 2012, all newly hired Regular Part-Time nurses, including those promoted under Article 10 must provide availability for either two (2) or three (3) shifts (D/E, D/N, E/N).
- (g) Nurses will not be scheduled for more than seven (7) consecutive shifts. If a Nurse works for more than seven (7) consecutive shifts then she will be paid premium payment as per article 16.03 for all hours worked on the eighth (8th) and subsequent shifts until the nurse receives a day off. It is understood that this provision does not apply where the seventh (7th) shift is worked due to a switch initiated by the nurse.

16.07 Process (Pre-Scheduled Shifts)

The following process will govern the scheduling of part time nurses:

- (a) All regular part-time nurses will indicate their preferences to be pre-scheduled for at least four (4) shifts according to seniority. All regular part time Nurses will fill out an availability calendar indicating all availability during the schedule rotation period and hand it in prior to the posting of the schedule, two (2) to four (4) weeks before the schedule is posted. Once submitted, a nurse may make changes to their availability by notifying the Director of Nursing or designate, in the procedure prescribed by the Employer.
- (b) A nurse will identify both availability of day (date) and shift.
- (c) All part-time nurses will be scheduled up to their commitment. The Employer will fill known vacant shifts by seniority and availability of

regular part time nurses up to their commitment and thereafter up to full time hours, by seniority. Should additional shifts remain available, the Employer will fill such shifts with available casual part time nurses according to availability and seniority.

16.08 Process (Unpredictable Shifts)

The following process will govern the assignment of shifts that become available after the schedule is posted:

- (a) Once the schedule has been posted, additional shifts that become available will be offered to the most senior nurse in accordance with their availability calendar until they have reached seventy-five (75) hours in a pay period.
- (b) All shifts offered will be confirmed with the nurse personally either via telephone call, face to face or e-mail where appropriate. Once a shift has been accepted it is expected that the nurse will work that shift.
- (c) It is understood that the Employer is not obligated to offer shifts that will result in premium pay when there are other nurses available at regular straight time hourly rates.
- (d) If there are no regular part-time nurses available, the employer may offer shifts to casual nurses.
- (e) Where the Employer cannot cover a shift utilizing casual nurses and respecting the preferences and availability of part-time nurses, the Employer may assign the shift to part-time nurses in ascending order of seniority. Where a shift remains uncovered after exhausting casual and part-time nurses, the Employer may assign the shift to full-time nurses in ascending order of seniority not withstanding clause (a) above.

16.09 Innovative Scheduling

Schedules which are inconsistent with the Collective Agreement provisions may be developed in order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources, and support cost-efficiency:

- (a) Such schedules shall be established by mutual agreement of the home(s) and the Association;
- (b) These schedules may pertain to full-time and/or part-time employees;
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the parties. Such schedules may be discontinued by either party with ninety (90) days notice.
- (d) Upon written agreement of the home(s) and the Association, the parties may agree to amend collective agreement provisions to accommodate any Innovative unit schedules;
- (e) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without

prejudice or precedent basis, and will be brought to the attention of the Union a minimum of twenty-one (21) days prior to any changes being implemented.

ARTICLE 17 – SALARY PLAN SCHEDULE "A"

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

17.01 A full-time nurse who has transferred to part-time or vice versa shall assume the same level on the salary scale as at the date of transfer and shall receive full credit for all paid shifts accumulated since last increment advance towards the next level on the scale.

17.02 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Employer and the matter is not resolved in the grievance procedure, it may be referred to Arbitration in accordance with Article 8, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Lodges and duties and responsibilities involved.

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

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

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

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

Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for recent related experience will be retroactive to the nurse's date of hire. The nurse shall co-

operate with the Employer by providing verification of previous experience so that her/his recent related clinical experience may be determined and evaluated during her/his probationary period. Having established the recent related clinical experience, the Employer will credit a new nurse with one (1) annual service increment for each year of experience up to the maximum of the salary scale.

- 17.04 A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the scale of the higher rated classification so that the nurse shall receive no less an increase in salary than the equivalent of one step in the salary range of the nurse's previous classification (provided that it does not exceed the salary range of the classification to which the nurse has been promoted) and the nurse shall retain the nurse's service review date for the purpose of wage progression. A nurse who is transferred or demoted to a lower rated classification will be placed on the position in the scale (if any) which most closely recognizes the nurse's experience level recognized on the other scale.
- 17.05 (a) Any nurse who works the evening shift, as defined in Article 16.02 (a) hereof, shall receive a shift allowance of two dollars and twenty cents (\$2.20). Effective April 1, 2021, the premium shall increase to two dollars and twenty-five cents (\$2.25).
- (b) Any nurse who works the night shift, as defined in Article 16.02 (a) hereof, shall receive a shift allowance of two dollars and sixty cents (\$2.60). Effective April 1, 2021, the premium shall increase to two dollars and sixty-five cents (\$2.65).
- (c) A nurse shall be paid a weekend premium of two dollars and seventy-five cents (\$2.75) per hour worked. Effective April 1, 2021, the premium shall increase to two dollars and eighty cents (\$2.80). Weekend premium will be paid in addition to shift allowance but will not be paid for overtime hours.
- 17.06 Responsibility
- (a) The nurse who is assigned the responsibility of charge on the evening shift and on the night shift shall receive a responsibility allowance of ten dollars (\$10.00) per shift.
- (b) Any nurse who is assigned the responsibility of being in charge on weekend day shift in the absence of the Director of Nursing/Care, or designate shall receive a responsibility allowance of ten dollars (\$10.00) per shift for each shift worked.
- (c) During the weekday day shift, a nurse who is assigned the responsibility of charge in the absence of the Director of Nursing/Care, or a Nurse Manager, shall receive responsibility allowance of ten dollars (\$10.00) per shift for each shift worked.

ARTICLE 18 – BULLETIN BOARDS

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

ARTICLE 19 – MISCELLANEOUS

- 19.01 Where the singular is used, it may also be deemed to mean plural.
- 19.02 Once the Collective Agreement has been finalized, the cost to produce copies of the Agreement will be shared equally between the two (2) parties. The parties shall agree upon the appropriate format and printing method.

ARTICLE 20 – PROFESSIONAL RESPONSIBILITY

- 20.01 The parties agree that resident care is enhanced if concerns relating to professional practice, resident acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that the Employer assigns a number of residents or a workload to an individual nurse or group of nurses such that they have cause to believe that they are being asked to perform more work than is consistent with proper resident care, they shall:

- (a) (i) At the time the workload issue occurs, discuss the issue within the unit/Lodge to develop strategies to meet resident care needs using current resources.
- (ii) If necessary, using established lines of communication as identified by the Employer, seek immediate assistance from an individual(s) who has responsibility for timely resolution of workload issues.
- (iii) Failing resolution of the workload issue at the time of occurrence or if the issue is ongoing the nurse(s) will discuss the issue with her or his Manager or designate on the next day that the Manager (or designate) and the nurse are both working or within five (5) calendar days whichever is sooner. Complete the *ONA/Employer Professional Responsibility Workload Report Form*. The manager (or designate) will provide a written response on the *ONA/Employer Professional Responsibility Workload Report Form* to the nurse(s) within 5 days of receipt of the form with a copy to the Bargaining Unit President.

When meeting with the manager, the nurse(s) may request the assistance of a Union representative to support/assist her/him at the meeting.

- (iv) Every effort will be made to resolve workload issues at the unit/Lodge level. A Union representative shall be involved in any resolution discussions at the unit/Lodge level. The discussions and actions will be documented.
- (v) Failing resolution at the unit/Lodge level, submit the *ONA/Employer Professional Responsibility Workload Report Form* to the Labour Management Committee within twenty (20) calendar days from the date of the Manager's response or when she or he ought to have responded under (iii) above. The Chair of the

Labour Management Committee shall convene a meeting of the Labour Management Committee within fifteen (15) calendar days of the filing of the *ONA/Employer Professional Responsibility Workload Report Form*. The Committee shall hear and attempt to resolve the issue(s) to the satisfaction of both parties and report the outcome to the nurse(s).

- (vi) Any settlement arrived at under Article 20.01 (a) iii), iv), or v) shall be signed by the parties.
- (vii) Failing resolution of the issue(s) within fifteen (15) calendar days of the meeting of the Labour Management Committee the issue(s) 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 Chair.

If one of the parties fails to appoint its nominee within a period of forty-five (45) calendar days of giving notice to proceed to the Independent Assessment Committee, the process will proceed. This will not preclude either party from appointing their nominee prior to the commencement of the Independent Assessment Committee hearing.

- (viii) The Assessment Committee shall set a date to conduct a hearing into the issue(s) within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall render its decision, in writing, to the parties within forty-five (45) calendar days following completion of its hearing.
 - (ix) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer(s), may attend meetings held between the Employer and the Union under this provision.
 - (x) Any issue(s) lodged under this provision shall be on the form set out in Appendix "C". Alternately, the local parties may agree to an electronic version of the form and a process for signing.
 - (xi) The Director of Nursing, Bargaining Unit President and the Labour Management Committee will jointly review the recommendations of the Independent Assessment Committee and develop an implementation plan for mutually agreed changes.
- (b) (i) The list of Assessment Committee Chairs is attached as Appendix "C". During the term of this Agreement, the parties shall meet as necessary to review and amend by agreement the list of chairs of Professional Responsibility Assessment Committees.

The parties agree that should a Chair be required, the Employer and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairs. The name to be provided will be the top name on the list of Chairs who has not been previously assigned.

Should the Chair who is scheduled to serve decline when requested, or it becomes obvious that she or he would not be suitable due to connections with the Employer or community/Lodge, the next person on the list will be approached to act as Chair.

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

20.02 The delegation of Controlled Acts shall be in accordance with the Regulated Health Professions Act, Medical Directives, and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario from time to time, and any Employer policy related thereto, provided that if the Union is of the opinion that such delegation would be inimical to proper resident care, the Union may refer the issue to the Labour Management Committee.

20.03 The Employer will notify the nurse when it reports her or him to the College of Nurses of Ontario, and refer them to the Union as a resource.

ARTICLE 21 – EVALUATIONS

21.01 When any type of evaluation, progress report or assessment related to performance, or nursing practice is completed for any nurse, it is understood that such nurse shall be given an opportunity to sign the document, indicate any area of disagreement and be provided with a copy of the document.

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

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

ARTICLE 22 – VIOLENCE IN THE WORKPLACE

22.01 Definition of Violence

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

The definitions of Workplace Harassment and Workplace Sexual Harassment are defined in accordance with the *Occupational Health and Safety Act, Sec. 1 (1)*.

22.02 Violence Policies and Procedures

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

22.03 Function of Joint Health and Safety Committee

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

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

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

ARTICLE 23 – BRIDGING

23.01 (a) WSIB

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

(b) LTD

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

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

Employer will ensure all nurses have had the opportunity to sign the appropriate bridging forms.

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

ARTICLE 24 – DURATION OF AGREEMENT

- 24.01 This Agreement shall remain in force and in effect inclusive from the first day of April, 2019 until midnight the 31st day of March, 2023 and from year to year thereafter unless either party notifies the other in writing within ninety (90) days next preceding the expiry date of the Agreement of its desire to bargain with a view to the renewal, with or without modification, of this Agreement or the making of a new Agreement.
- 24.02 If, pursuant to such negotiations, an Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new Agreement or completion of arbitration procedures as prescribed under the Ontario Hospital Labour Disputes Act.

SCHEDULE "A"

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

Full Time RN: Effective January 1, 2005:

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

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

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

A.02 **Part-time Nurses**

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

Applicable straight time hourly rate + 13%.

The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses who must participate in O.M.E.R.S. as a result of O.M.E.R.S. regulations, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%,

as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

**SCHEDULE "A" – SALARY SCHEDULE
MACASSA LODGE AND WENTWORTH LODGE**

**ONA 50
MACASSA LODGE AND WENTWORTH LODGE**

TERM:

April 1, 2019 – March 31, 2023

REGISTERED NURSE (FULL TIME)

Macassa - Job Code 1328

(Part Time Job Codes 1843, 2056)

Wentworth - Job Code 1329

(Part Time Job Codes 2018, 2057)

	EFFECTIVE Apr. 1, 2019
MN	
	37.5
1ST YEAR	33.23
2ND YEAR	33.39
3RD YEAR	33.94
4TH YEAR	35.62
5TH YEAR	37.30
6TH YEAR	39.40
7TH YEAR	41.52
8TH YEAR	43.64
9TH YEAR	46.75
25 YEARS	47.57

Effective April 1, 2020 – Central Participating Hospital rates.

Effective April 1, 2021 – Central Participating Hospital rates.

Effective April 1, 2022 – Central Participating Hospital rates.

NON-REGISTERED NURSE (FULL TIME)

(97.5% OF FULL-TIME R.N.)

Job Code 6513

	EFFECTIVE Apr. 1, 2019
NR	
	37.5
1ST YEAR	32.40
2ND YEAR	32.56
3RD YEAR	33.09
4TH YEAR	34.73
5TH YEAR	36.37
6TH YEAR	38.42
7TH YEAR	40.48
8TH YEAR	42.55
9TH YEAR	45.58
25 YEARS	46.38

**NURSE PRACTITIONER
Macassa - Job Code 2520
Wentworth - Job Code 2521**

**EFFECTIVE
Apr. 1, 2019**

NP

35

1ST YEAR	45.46
2ND YEAR	45.65
3RD YEAR	46.23
4TH YEAR	48.71
5TH YEAR	51.09
6TH YEAR	54.10
7TH YEAR	57.07
8TH YEAR	60.00
9TH YEAR	64.42
25 YEARS	65.55

**INFECTION CONTROL
PRACTITIONER
Job Code - 4014**

**EFFECTIVE
Apr. 1, 2019**

ICP

37.5

1ST YEAR	35.61
2ND YEAR	35.78
3RD YEAR	36.38
4TH YEAR	38.17
5TH YEAR	39.99
6TH YEAR	42.25
7TH YEAR	44.51
8TH YEAR	46.79
9TH YEAR	50.12
25 YEARS	51.00

* It is understood that the rates of pay for all other classifications shall maintain the same percentage differential as existed on March 31, 2019.

If the Central Participating Hospital rates for any or all of the period between April 1, 2020 to March 31, 2023 are below the above noted April 1, 2019 rates, there shall be no reduction of those above noted April 1, 2020 rates until March 31, 2023.

LETTER OF UNDERSTANDING

Between:

**THE CITY OF HAMILTON
(MACASSA/WENTWORTH LODGES)**
(Hereinafter referred to as "The Employer")

And:

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

Re: Regular Part-Time and Casual Nurses Working at Both Lodges

The parties agree that regular part time and casual nurses of the Bargaining Unit will be allowed on the following basis to work at both the Macassa and Wentworth Lodges;

- (1) Nurses who voluntarily submit requests in writing to the Director of Nursing at their present Lodge, their desire to work at both Lodges, will be allowed to work at both the Macassa and Wentworth Lodges.
- (2) Nurses who have expressed interest as in #1 will receive orientation at both lodges, subject to operational feasibility and scheduling requirements. In addition, no nurse will be expected, nor will they be allowed, to work at their non-home lodge until their orientation has been completed.
- (3) Nurses will have a designated 'home' Lodge for purposes of payroll and scheduling.
- (4) A list of nurses willing to work at both Lodges will be kept current at both Macassa and Wentworth Lodges.
- (5) Nurses will be scheduled or booked for shifts as per Article 1 and 16 at their home Lodge first, prior to nurses who have expressed their interest as in #1 being called for shifts in order of seniority of those identified on the list.
- (6) Once the designated home lodge has scheduled shifts based on nurses' availability, either lodge may call nurses for additional shifts for remaining available hours in order of seniority.
- (7) Nurses who work at both Lodges will accumulate seniority for all hours worked as per Article 9 of the Collective Agreement.
- (8) Part Time Nurses will be scheduled their commitment at their Home Lodge, prior to being called for shifts at the other Lodge.
- (9) This agreement will not result in the layoff or loss of hours of any full-time or part-time nurses.
- (10) It is the nurse's responsibility to identify any shift that would be considered overtime or 3rd weekend premiums prior to accepting the shift offered.

LETTER OF UNDERSTANDING

Between:

**THE CITY OF HAMILTON
(MACASSA/WENTWORTH LODGES)**
(Hereinafter referred to as "The Employer")

And:

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

Re: Infection Control Practitioner

Whereas the parties agreed during collective bargaining to formulate a Letter of Understanding reflecting the uniqueness of the Infection Control Practitioner relative to other positions within the bargaining unit; and

Resolved that the following terms of agreement add to, or alter the collective agreement, where applicable, for the position of Infection Control Practitioner only and the parties make no representation that these terms apply under any circumstances to any other position within the bargaining unit. It is further understood that this Letter of Understanding does not alter any collective agreement clause not specifically addressed herein.

1. The standard hours of work for the Infection Control Practitioner will be thirty-seven and a half (37.5) hours per week.
2. The normal work day will be seven and one-half (7.5) hours with a one-half (½) hour unpaid meal break.
3. The normal work week shall be Monday to Friday, however, management reserves the right to alter the normal work as required. The Employer will give the Union forty-five (45) days notice of such change prior to instituting. Such change of normal work week shall not be arbitrary or unreasonable.
4. The Infection Control Practitioner may be authorized to work a variable work schedule subject to operational needs. The format of the flexible work week will be one of self-scheduling provided that the employer maintains the right to schedule to meet operational needs. It is agreed that flexible self-scheduling that results in working additional hours beyond thirty-seven and a half (37.5) hours per week shall not attract overtime pay but will be banked at a rate of straight time for each hour worked to a maximum of twenty (20). No additional hours may be worked that would result of banking hours in excess of twenty (20).
5. It is not expected that the Infection Control Practitioner will take phone calls at home. In fact, it is the position of the Employer that all 'after-hours' calls should be directed to a member of the management team. If it is necessary for a member of the management team to call the Infection Control Practitioner at home, then payment will be remunerated at time and one half (1- ½) to be paid in thirty (30) minute increments. The Infection Control Practitioner shall be allowed to bank this time in lieu of payment unless the maximum has been reached.
6. Call-in overtime will be remunerated in accordance with the collective agreement provided that the call-in is initiated by a member of the management leadership team, or designate.
7. Mileage will be paid at the Corporate rate for Lodge related travel in accordance with the Corporate Policy.

LETTER OF UNDERSTANDING

Between:

**THE CITY OF HAMILTON
(MACASSA/WENTWORTH LODGES)**
(Hereinafter referred to as “The Employer”)

And:

ONTARIO NURSES’ ASSOCIATION
(Hereinafter referred to as “The Association”)

Re: Physio Cap

The parties agree that there are three current users of physiotherapy services who may utilize more than \$1500 per year of physio services. The Union may identify to the Employer who those three individuals are within 30 days of ratification and those individuals will be grandparented such that the \$1500 cap (or any subsequent changed cap amount) will not apply to them as long as they continue to be employed in this bargaining unit.

LETTER OF UNDERSTANDING

Between:

**THE CITY OF HAMILTON
(MACASSA/WENTWORTH LODGES)**
(Hereinafter referred to as "The Employer")

And:

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

Re: Dues

Within ninety (90) days following ratification, the parties agree to meet to discuss the electronic transfer of dues.

SUMMARY OF BENEFITS
THE CITY OF HAMILTON
REGISTERED NURSES
MACASSA/WENTWORTH – ACTIVE

GROUP NUMBER: 85801

IMPORTANT INFORMATION:

This material summarizes the important features of your group benefit plan. This booklet is prepared as information only, and does not, in itself, constitute a contract. The exact terms and conditions of your group benefits are described in the Plan Document held by your Employer.

The information contained in this booklet is important and should be kept in a safe place.

You can contact Manulife Financial at
1-800-268-6195
Or visit our website at:
www.manulife.ca/groupbenefits

Benefits Underwritten By Manulife Financial Insurance Company

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

ELIGIBLE EMPLOYEES

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

ELIGIBLE DEPENDENTS

Dependents (if applicable) include:

- (i) your legally married spouse or a person of either sex with whom you have continuously cohabitated for a period of at least one (1) year in a common-law relationship;
- (ii) your natural or adopted child, or stepchild, who is:
 - Unmarried,
 - Under age 22, or under age 25 if a full-time student,
 - Not employed on a full-time basis, and
 - Not eligible for coverage as an employee under this or any other Group.

Coverage for an unmarried dependent child who is incapable of self-support due to mental or physical handicap shall continue beyond the limiting age stated above, provided satisfactory proof is given to Manulife Financial that disability occurred while an eligible dependent:

- a) within thirty (30) days after attainment of the limiting age; and,
- b) as often as Manulife Financial may reasonably require thereafter.

A newborn child shall become eligible from the moment of birth.

It is the responsibility of the employee to notify the Benefits Section if your dependent no longer meets the definition of an eligible dependent.

CHANGES IN BENEFIT COVERAGE

Due to: Marital status
 Name change
 Dependent coverage under Eligible Dependents above

Should be directed to the Human Resources Benefits Section.

INQUIRIES ON BENEFIT COVERAGE

For details of your plan, contact the Benefit Section of the Human Resources Benefits Section or Manulife Financial.

HEALTH BENEFITS

EXTENDED HEALTH BENEFITS (EHB)

Deductible – Nil.

100% reimbursement of eligible charges.

Prescription Drugs

Deductible – Nil.

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

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

Paramedical Services – maximum amount allowed:

(a) **Clinical Psychologist, Registered Psychotherapist, or Social Worker (MSW):**

\$600 per person per calendar year combined for all services.

(b) **Registered Massage Therapist:**

Per treatment	- up to \$40
Maximum number of treatments	- 12 per person per calendar year

(c) **Speech Pathologist:**

Maximum amount allowable	- \$200. per person per calendar year
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(d) **Chiropractor:**

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

Deductible – Nil.

100% reimbursement up to \$450 per person every 36 months.

Vision

Deductible – Nil.

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

Plus

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

EHB Overall Maximum - Unlimited

DENTAL BENEFITS**Current ODA Fee**

Deductible – Nil.

Co-payment:

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

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

Maximums:

Basic Services – Nil.

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

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

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

Note:

A year is January 1 to December 31.

TERMINATION OF BENEFITS

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

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

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

A former employee who:

- (a) was enrolled in Extended Health Care, Dental Care and Life Insurance coverage immediately preceding retirement; and,
- (b) retired from the Employer on an OMERS pension, is between the ages of 55 and 65, and, at the date of retirement had twenty (20) continuous years of employment with the Employer; or,
- (c) was terminated after April, 1, 1996 for non-disciplinary reasons, while in receipt of LTD benefits:

is eligible for the following benefits,
 Extended Health Care Plan
 Dental Care Plan

subject to the conditions that,

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

EXTENSION OF COVERAGE – DISABILITY EXTENDED HEALTH BENEFITS

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

CLAIMING BENEFITS

Assignment of Benefits to the Provider

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

Direct Claims Submission

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

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

COORDINATION OF BENEFITS

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

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

CONVERSION

When you or your dependent leave the group, application may be made for conversion to an individual plan. Application for conversion to an individual plan must be made within sixty (60) days of leaving the group.

EHB (EXTENDED HEALTH BENEFITS)

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

Refer to the Plan Document for information regarding reimbursement of this benefit.

GENERAL INFORMATION

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

BENEFITS

- (1) **GENERIC DRUGS:** Formulary Three: Drugs purchased on the prescription of a medical doctor or dentist, which a pharmacist would not normally dispense without a prescription, including oral contraceptives, injected allergy sera and insulin, needles, syringes and test-tape for use by diabetics. Smoking cessation aids, both prescribed and over the counter, are limited to \$300 per person per calendar year. Benefits are not payable for vitamins or vitamin preparations or drugs not approved for legal sale to the general public in Canada. The name, strength and quantity of the drug must be shown on all receipts.

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

- (2) **PRIVATE NURSING:** Charges for private nursing services which require, and can only be performed by a Registered Nurse (RN) or Registered Practical Nurse (RPN); up to an annual maximum of \$25,000 when such services are provided in the home by a Nurse who is registered in the jurisdiction in which the services are performed and is not a relative of the patient. Nursing services must be certified medically necessary by the attending physician. Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario, are not included.

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

- (3) **PHYSIOTHERAPY:** Charges for the services of a licensed or registered physiotherapist who does not have an agreement with the Ontario Health Insurance Plan (OHIP) for payment of his/her services, up to an annual maximum of \$1500. Initial assessments are not covered. These services must be authorized in writing by the attending physician.
- (4) **DIAGNOSTIC SERVICE:** Diagnostic services performed in a hospital or licensed medical laboratory.
- (5) **ACCIDENTAL DENTAL:** Dental care for natural teeth necessitated by a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Payment will be made up to the fees set out in the Ontario Dental Association suggested Fee Guide for General Practitioners in effect on the date of treatment. The replacement of natural teeth will be limited to \$500 per accident.

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

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

There are many ways to treat a particular dental problem or condition and the cost of different procedures, services, courses of treatment and materials may vary considerably. Manulife Financial may determine that payment for a less expensive procedure which will provide satisfactory results may be made towards the cost of a procedure selected by you and your dentist. The difference between the amount payable by Manulife Financial and the dentist's charge is your responsibility.

- (6) **PROSTHETIC APPLIANCES:** Purchase of the following items when authorized in writing by the patient's attending physician: standard type artificial limb or eye, repairs to prosthetic appliances, stump socks, splints, trusses, casts, cervical collars, braces (excluding dental braces), catheters, urinary kits, external breast prostheses (following mastectomies), surgical brassieres, ostomy supplies (where a surgical stoma exists), tracheotomy supplies and corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery). Surgical stockings, to a maximum of four (4) pairs per calendar year. Lymphedema sleeves/compression sleeves with a mean compression factor of 20mmHG, up to a maximum of 2 sleeves per body part or limb per calendar year. Wigs and hairpieces for patients with temporary hair loss as a result of a medical treatment, up to a maximum of \$1,500 per lifetime. Custom-made orthopaedic boots or shoes, adjustments to stock item footwear and custom moulded foot orthoses (orthotics) are subject to a combined maximum of \$500 per employee per calendar year and \$750 per 2 calendar years for spouse and dependant children.

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

- (7) **VISION:** Payment will be made towards the purchase of new or replacement eyeglasses or contact lenses for you or an eligible dependent, when prescribed by your doctor, ophthalmologist or optometrist. Charges to repair existing frames or lenses are also covered. Refer to your Plan Document for the amount and frequency of payment. Benefits are not payable for industrial safety glasses, or expenses covered by the Workers' Compensation Board or any government plan.

- (8) **HEARING AIDS:** Payment will be made towards the purchase of a hearing aid when prescribed by a licensed physician or hearing specialist. Eligible charges include the cost of repairs and initial batteries. Refer to your Plan Document for the amount and frequency of payment. Benefits are not payable for ear examinations, tests or replacement batteries.

- (9) **DURABLE MEDICAL EQUIPMENT:** Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed and hospital bed repairs, crutches, cane, walker, apnea monitors, aerochambers, compressors and nebulizers, CPAP machines, oxygen set, respirator (a device to provide artificial respiration), standard-type wheelchair and wheelchair repairs. The following diabetic equipment will also be covered: pen injectors, kidney checking devices, bloodletting devices, insulin infusion set and blood glucose monitoring machine.
- (10) **MEDICAL SERVICES AND SUPPLIES:** Bandages or surgical dressings, blood transfusions, plasma, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.
- (11) **AMBULANCE:** Licensed ground and air ambulance services (the difference between the government agency allowance and the customary charge).
- (12) **PARAMEDICAL SERVICES:** Services of the following registered/certified practitioners up to the maximums shown in the Plan Document:
- (a) Clinical Psychologist, Registered Psychotherapist, or Social Worker (MSW);
 - (b) Registered Massage Therapist – when the patient's attending physician authorizes in writing that such treatment is necessary;
 - (c) Speech Pathologists – when the patient's attending physician or dentist authorizes in writing that such treatment is necessary.
 - (d) Chiropractor - Charges for the services of a licensed, certified or registered chiropractor are limited to a maximum of \$200.00 per person per calendar year, including Chiropractic x-rays. Payment for services shall be made only after the maximum allowance under the Provincial Health plan has been exhausted.
- (13) **EMERGENCY TREATMENT – OUT OF PROVINCE:** Payment will be made for the following reasonable and customary charges incurred for emergency treatment while traveling which occurs during the first sixty (60) days while travelling, and which are in excess of the provincial health plan allowance:
- room and board in a licensed hospital up to ward level
 - hospital services and supplies
 - diagnosis and treatment by a physician or surgeon.

LIMITATIONS

Extended Health Benefits are not payable for:

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

DENTAL BENEFITS

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

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

Refer to your Plan Document for information regarding any deductible, co-payment or maximum benefit amounts.

BENEFITS

BASIC SERVICES

Examinations – includes complete and recall oral examinations once every six (6) months for persons up to and including age 12 and once every nine (9) months for persons over age 12.

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

Radiographs – includes complete series intra oral films once every 24 months, panoramic films, and bitewing films once every six (6) months for persons up to and including age 12 and once every nine (9) months for persons over age 12.

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

Preventive Services – space maintainers (for dependent children); pit and fissure sealants; scaling; fluoride treatment; polishing (one unit of time once every six (6) months for persons up to and including age 12 and one unit of time every nine (9) months for persons over age 12). The following benefits are provided once every six (6) months for persons up to and including age 12 and once every nine (9) months for persons over age 12: preventive recall packages, oral hygiene instruction and reinstruction.

Fillings

Extractions – includes root extractions

Anesthesia

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

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

Denture Repairs, Adjustments, Relining/Rebasing

Surgical Services – includes surgical incision/excision and frenectomy.

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

MAJOR SERVICES

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

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

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

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

ORTHODONTIC SERVICES (for dependent children to age 18.)

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

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

Orthodontic Treatment

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

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

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

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

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

BENEFITS ARE NOT PAYABLE FOR:

- Services or supplies not listed under Benefits.
- Services or supplies for cosmetic purposes.
- Charges for procedures or appliances connected with implants.
- Services or supplies related to Temporomandibular Joint problems.
- Charges incurred as a result of conditions arising from war, whether or not war -was declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces.

- Charges incurred as a result of self-inflicted injury.
- Charges incurred while committing, or attempting to commit, directly or indirectly, a criminal act under legislation in the jurisdiction where the act was committed.
- Charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical files.
- Charges for procedures in excess of those stated in the Fee Guide for General Practitioners, as shown on your Identification Certificate.
- Services or supplies covered by any government plan.
- Services completed after termination of coverage.

APPENDIX "A" – VACATION ENTITLEMENT

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

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

ANNUAL VACATIONS ENTITLEMENTS EFFECTIVE MARCH 31, 2001:

Full-time Nurses

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

Part-time Nurses

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

VACATION PAY ENTITLEMENT ON RETIREMENT OR ON SEPARATION FROM SERVICE

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

APPENDIX "B" – INCOME PROTECTION PLAN

This Plan is comprised of two parts:

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

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

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

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

SECTION A

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

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

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

(2) **DEFINITIONS**

Employee:

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

Employee - New:

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

Short Term Disability:

This is defined as a period of disability resulting from illness/non-occupational injury as determined by a qualified medical practitioner, which prevents an Employee from

attending his/her regular work and which extends for a period of not more than twenty-six (26) weeks.

Long Term Disability:

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

Pay:

For purposes of this Plan, a week's pay for hourly paid Employees shall be the basic hours worked per week multiplied by the Employee's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime, or other increments. It is understood that the weekly amount payable under this plan will at least match the income benefits EI would pay based on the employee's insurable earnings.

SECTION B

SHORT TERM INCOME PROTECTION PLAN

- (3) (i) Short term coverage will apply to disabilities lasting up to twenty-six (26) weeks and pay will be continued in accordance with the following
- (a) Employees shall be entitled to Short Term coverage as follows:
- From date of eligibility until completion of one year of service – 26 weeks at 66 2/3% pay.
- (b) All employees, who have completed at least one full year of service, shall accrue entitlement to short-term income protection at 100% of pay, in increments of working weeks, at the rate of one week of 100% benefit for each 12 month absence-free period.
- Completion of the 12 month periods will be measured on the basis of a rolling calendar beginning initially on the date of ratification (for all employees with at least one (1) year of service as of that date) and continuing subsequently from the date of return to work from each and every successive absence.
- For new employees, the rolling calendar will begin initially upon their completion of one (1) year of service from date of eligibility.
- (c) Employees hired before November 1, 1997 shall have previously accrued 100% entitlements frozen as existing on November 1, 1997.
- (d) Absences extending for a time frame beyond that for which accrued 100% weeks are available, are covered at 66 2/3% of pay.
- (e) An employee who is not present at work on becoming eligible, will commence coverage following his/her return to work.

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

- (ii) Payments from the previous-noted schedule will be made on the following basis with the provision that any absence due to illness/non-occupational injury will constitute an occasion:
 - (a) from the first day of absence for the first two occasions of absence in a calendar year, and
 - (b) from the second day of the third absence in the calendar year, and
 - (c) from the third day of the fourth absence in the calendar year, and
 - (d) from the fourth day of the fifth and subsequent absences in a calendar year.
- (iii) Where available, sick leave credits may be used to replace the unpaid days as provided for in (b), (c) and (d) above.
- (iv) When an Employee can demonstrate to the Employer that he/she can only attend his/her physician as part of regular ongoing treatments during the day, the absences shall collectively constitute one occasion for the purposes of this plan. In order for this to occur, the Employee must provide the Employer with documentation from his/her physician at the commencement of the ongoing treatment program, outlining the anticipated schedule for treatments, including dates when the series will likely commence and cease.
- (v) An Employee shall be provided up to two one-half (1/2) day absences for doctor appointments in any calendar year. Each of these one-half (1/2) day absences shall not constitute an occasion for the purpose of this plan.
- (4) (i) Payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability.
 - (a) Successive absences due to the same or a related cause will be considered as one continuous period of disability unless separated by return to active employment for a period of three (3) months.
 - (b) A disability due to a different cause will be considered a new period after a return to active employment for one month.
- (5) (i) No benefits will be payable during a period of pregnancy leave of absence to which an Employee is entitled under the Employment Standards Act, or during any such longer period of pregnancy leave for which the Employee has applied and been approved by the Employer.
- (ii) Short term disability payments will be offset by any disability benefits payable to the Employee from the Canada Pension Plan.
- (iii) The Employer will continue to pay fringe benefits costs including Dental, O.H.I.P., Extended Medical benefits, Life Insurance, etc., and any other applicable benefits negotiated as long as the employee remains qualified to receive STD or LTD benefits or until his/her 65th birthday, whichever comes first. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

REGULATIONS

Effective January 1, 2020:

Note: For regulations prior to January 1, 2020, please refer to the Collective Agreement between The City of Hamilton (Macassa/Wentworth Lodges) and Ontario Nurses Association, expiring March 31, 2019.

- (6) (i) An Employee shall, on the first day of illness/non-occupational injury, report or cause to report such illness/non-occupational injury to his/her Department Head or Supervisor.
- (ii) An Employee who fails to report on the first day that he/she is absent from work due to illness/non-occupational injury shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
- (iii) Upon receiving notice of an Employee's illness/non-occupational injury, the Department Head or Supervisor shall, on the same day, report such illness/non-occupational injury on the Daily Absence Status Report as provided by Human Resources.
- (iv) An Employee whose illness/non-occupational injury extends to the fourth working day shall, on or before the fourth working day, file a medical note from a qualified medical practitioner with the Return to Work/work Accommodation Services. The cost for completion of the form shall be the responsibility of the employee. Failure to provide such note will result in non-payment of the days for which the Employer was absent. The note shall identify an anticipated Return to Work date.

An Employee, whose illness is of the nature that it is reasonable to expect that this absence will exceed eight (8) working days, will not be required to provide a medical note but instead be required to provide a claim form (Section C).

An Employee whose illness/non-occupational injury extends to the eighth (8th) working day shall, on or before the eighth (8th) working day, file a fully completed Claim Form with Return to Work/Accommodation Services, subject to the following:

- (a) The cost for completion of the initial Form shall be the responsibility of the Employee. Provided the initial Form was fully completed, costs associated with subsequent requests for additional medical forms or reports/information beyond the Short Term Disability claim form shall be at the expense of the Employer. Where the original Form identifies a specific return to work date, additional Forms will not be required during that period unless there is a change in the expected return date, and
- (b) Claim Forms must be submitted within five (5) days of the requirement set out in (iv) above.
- (c) The Employee will not receive Short Term Disability benefits past the thirteenth (13th) day if the Employer is not in receipt of a Claim Form substantiating their absence. Benefits will resume once the Employer is in receipt of a claim form that substantiates the Employee's absence, and

- (d) If the above deadlines are not met, any benefits paid to an Employee will be recovered from the first day of absence until the date in which the claim form is received and accepted by the Employer.
 - (v) Where the Department Head or Supervisor has reason to believe that absence of the Employee was not due to illness/non-occupational injury, the Department head may demand a doctor's note for one day of absence which shall be provided to Return to Work/Work Accommodation Services.
 - (vi) An Employee whose illness/non-occupational injury extends to fifteen (15) consecutive working days and a return to work date was not identified on the original form, shall, on the fifteenth (15th) day and for every subsequent fifteen (15) working days, file a claim form Return to Work/Work Accommodation Services.
 - (vii) An Employee failing to file a claim form or medical note pursuant to Regulation (iv) or Regulation (v) or Regulation (vi) shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
- (7) The Head of a Department is responsible for reporting to Human Resources all cases of illness/non-occupational injury, periods of lay-off, termination of service, and absenteeism relative to administration of the Income Protection Plan.
- (8) Human Resources
- (a) shall keep a record of all sick leave and accumulated credits and
 - (b) shall notify those responsible-for Department payrolls, when an Employee is not, or has ceased to be eligible for sick leave benefits.
- (9) On retirement or death of an Employee Human Resources shall advise those responsible for Department payrolls of the number of days of cumulative sick leave standing to the credit of an Employee at the date of his/her retirement or death.

SECTION C**The City Of Hamilton Claim form-Income Protection Benefit (Short Term Disability and Functional Form)****Instructions:**

1. Please complete in full and mail to: Return to Work/Work Accom., Human Resources, 71 Main Street West, Hamilton, ON L8P 4Y5

Fax: 905-546-4174

2. Any charge for completing this form is the Employee's responsibility.

PART 1 EMPLOYEE STATEMENT - TO BE COMPLETED PRIOR TO SUBMITTING TO PHYSICIAN (Please PRINT)

1. Name:	Department:	Employee No:
		Telephone No:
2. Start of Present Absence: (day/month/year)	Is This Absence a Result of a Workplace Accident/Incident? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Occupation/Title:	Physical Effort Required for Regular Duties: <input type="checkbox"/> light <input type="checkbox"/> moderate <input type="checkbox"/> heavy	

Employee Authorization: The above information is accurate to the best of my knowledge, and I hereby authorize my physician to exchange the following and subsequent information to and or from Return to Work / Work Accommodation Services Human in respect to my claim for short term disability benefits and to assist in looking for my participation a RTW Program. A copy of this consent shall be considered valid authorization throughout the duration of my claim and during participation in a RTW Program. I further agree to the recovery of sick benefits received in the amount of 20% per paycheque if it is found that the functional information provided does not support an absence from work.

Employee Signature _____

Date: (day/month/year) _____

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

1. Nature of illness or injury: When did the illness / injury initially occurred (date): _____	
2. Is condition due to injury or sickness arising out of patient's employment: <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Yes If answer Yes has WSIB been notified? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Date of 1st examination/ assessment during present period of absence from work: (day/month/year) _____	
4. Have you actively supervised this patient's care during the full period of absence? <input type="checkbox"/> No, comment in remarks <input type="checkbox"/> Yes, state frequency of visits <input type="checkbox"/> Weekly <input type="checkbox"/> Bi Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify) _____	
b) Next scheduled Visit: (day/month/year) _____	
5. For Hospitalizations please give: Date of in-patient admission (day/month/year)	Date of discharge (day/month/year)
6. Has there been a referral to a Specialist? (give name(s) of physician)	

7. Is the employee under active, continuous and appropriate care for the current disability? [] Yes [] No

Nature of treatment:

- Medication Counselling
 Surgery Physical Rehabilitation

Please give details of the treatment plan and frequency of treatments:

If none, please explain:

8. The City of Hamilton has a proactive modified work /accommodation policy. Please complete the appropriate section:

- A. Employee is/was fit to work without restrictions on: _____ (date)
- B. Employee is/was fit to work with the following medical restrictions: _____(date)
Complete Restrictions Below
- C. Employee is unfit to work. **Complete Restrictions Below**
 Prognosis for Full recovery _____(date) or Possible return to modified duties:
 _____ (date)

Physical Restrictions: (note weight and/or frequency restrictions and their estimated duration)

- Lifting: _____ Sitting: _____
- Walking: _____ Typing: _____
- Carrying: _____ Climbing: _____
- Work at heights /reaching _____ Bending: _____
- Pushing/Pulling: _____ Looking up: _____
- Prolonged standing _____ Repetitive movements _____
- Vision: _____ Kneeling: _____
- Cardiac: _____
- Other: _____

Cognitive/Psychosocial Restrictions: Estimated Duration:

- Analyze and reason: Mild Moderate Severe _____
- Sustain concentration Mild Moderate Severe _____
- Memorize: Mild Moderate Severe _____
- Interact with others: Mild Moderate Severe _____
- Perform multiple tasks Mild Moderate Severe _____
- Other: _____

Additional Comments:

Name of Attending Physician (please print)	Specialty	Telephone No. Fax No.
Address (number, street, city, province, postal code)		
Signature	Date of examination (day/month/year)	

SECTION D**LONG TERM DISABILITY PLAN****(10) ELIGIBILITY**

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

(11) EFFECTIVE DATE OF BENEFITS

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

(12) LONG TERM DISABILITY BENEFIT

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

(13) MONTHLY BENEFIT

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

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

(14) COMMENCEMENT OF BENEFITS

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

(15) BENEFIT PERIOD

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

- (i) Attainment of age 65
- (ii) Cessation of total disability

- (iii) Attainment of date of retirement
- (iv) Death

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

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

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

(ii) **RECURRENT DISABILITIES**

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

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

(17) **REHABILITATIVE EMPLOYMENT**

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

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

(18) **WAIVER OF PREMIUM**

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

(19) **TERMINATION OF EMPLOYMENT**

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

(20) **EXCEPTIONS AND LIMITATIONS**

Benefits are not payable for the following:

- (i) A disability where you are not under continuing medical supervision and treatment;

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

(21) **COST OF THE PLAN**

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

(22) **TAXABILITY OF BENEFITS**

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

(23) **CLAIMS**

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

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

SECTION E**NOTES:****(24) SICK LEAVE CREDITS**

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

APPENDIX "C" – ONA LONG-TERM CARE PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM

ONTARIO NURSES' ASSOCIATION (ONA) LONG-TERM CARE (LTC) PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM

The Professional Responsibility Clause in the Collective Agreement is a problem solving-process for nurses to address nursing practice and workload concerns relative to resident care/outcomes and safety. This form is a documentation tool that can facilitate and promote a problem-solving approach.

SECTION 1: GENERAL INFORMATION

Name(s) of Employee(s) Reporting (Please Print)

Employer:

Unit/Floor/Pod:

of Beds in Unit/Home:

Unit/Home Census this Shift:

Date of Occurrence:

Time:

7.5 hour shift

11.25 hour shift

Other

Is this a Specialty Unit?

Yes

No

Date/

Name of Supervisor:

Time Notified:

SECTION 2: WORKING CONDITIONS

In order to effectively resolve workload issues, please provide details about the working conditions **at the time of occurrence** by providing the following information:

Regular Staffing: RN RPN PSW Clerks & Other

Actual Staffing: RN RPN PSW Clerks & Other

Agency/Registry Staff: Yes No And how many?

Junior Staff: Yes No And how many? RN RPN
PSW Temp RNs

RN Staff Overtime: Yes No If yes, how many staff? Total Hours

**as defined by your unit/floor/pod*

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:

Absence/Emergency Leave Sick Call(s) Vacancies

Management Support available on site Yes No

On Standby? Yes No On Call? Yes No

Did they respond? Yes No Did they resolve the issue? Yes No

Charge nurses (CN) are not held accountable for the actions of others, they are accountable for their actions in relation to others ("Nurse in Charge", *CNO Communique*, Sept. 2002).

Were you working in a Charge Nurse Leadership Role? Yes No

i) Assigning:

Could you assign staff according to their abilities? Yes No

Did you have time to determine what staff was most likely to need your help? Yes No

Did you have time to provide necessary support and supervision? Yes No

ii) Communication:

Could you regularly check in with staff during the shift to identify the need for support? Yes No

Are there clear roles and responsibilities? Yes No

Are there decision trees, current care plans etc. to assist the CN to quickly identify problems, decide on follow-up action, and who will take that action based on the roles and responsibilities? Yes No

Have you notified compliance? Yes No

iii) Leadership/Supervision:

Were you given enough time, opportunity, tools and resources to properly supervise? Yes No

Did you need to stop an unsafe situation? Yes No

If yes, did this include intervening or taking over the care of a resident? Yes No

On this shift, leadership was demonstrated in the following ways: (Check all that apply)

Facilitating Role model/mentor Advocating/promoting quality care

Resource person Problem solver Team collaborator

SECTION 3: NURSE/RESIDENT/ENVIRONMENT CARE FACTORS CONTRIBUTING TO THE CONCERN/ISSUE

Please check off the factor(s) you believe contributed to the workload issue and provide details:

Change in resident acuity/incidents e.g. falls. Provide details:

Number of residents on infectious precautions Type of Precautions:

of Admissions # of Deaths # of Transfers to Hospital:

Lack of/or equipment/malfunctioning equipment. Please specify:

Visitors/Family Members Lack of resources/supplies Home in outbreak

Communication/Process Issues Home in enhanced compliance monitoring

Drs. Days Non-Nursing Duties. Please specify:

Other (i.e. Physician/Nurse Practitioner unavailable, # of RAIs & RAPs, # of palliative residents). Please specify:

Exceptional Resident Factors (i.e. significant amount of time required to meet residents' needs/expectations). Please specify:

SECTION 4: DETAILS OF OCCURRENCE

Provide details of how the residents' wellbeing was potentially or actually compromised. Please identify the Nursing Standard(s)/Practice Guidelines/Best Practices or employer policy that are believed to be at risk:

Is this an: Isolated incident? Ongoing problem? (when in outbreak) (Check one)

SECTION 5: REMEDY

(A) Discuss the concern/issue within the unit/area/home at the time the concern/issue occurs. Provide details of how it was or was not resolved.

(B) Failing resolution at the time of the concern/issue, seek assistance from the person designated by the employer as having responsibility for a timely resolution. **Continue to move up the management ladder for a timely resolution. Provide details including name(s) of individual(s):**

SECTION 6: RECOMMENDATIONS

Please check off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- | | | |
|--|--|--|
| <input type="checkbox"/> Inservice | <input type="checkbox"/> Orientation | <input type="checkbox"/> Review nurse/resident ratio |
| <input type="checkbox"/> Change unit layout | <input type="checkbox"/> Float/casual pool | <input type="checkbox"/> Review policies & procedures |
| <input type="checkbox"/> Adjust RN staffing | <input type="checkbox"/> Adjust support staffing | <input type="checkbox"/> Replace sick calls/LOAs, etc. |
| <input type="checkbox"/> Input into how compliance recommendations are implemented | | |
| <input type="checkbox"/> Change Start/Stop times of shift(s). Please specify: | | |

Equipment/Supplies. Please specify:

Other. Please specify:

SECTION 7: EMPLOYEE SIGNATURES

Signature: _____	Phone # / Personal E-mail: _____
Signature: _____	Phone # / Personal E-mail: _____
Signature: _____	Phone # / Personal E-mail: _____
Signature: _____	Phone # / Personal E-mail: _____
Date Submitted: _____	

SECTION 8: MANAGEMENT COMMENTS

Did you discuss the issues with your employee/nurse on his/her next working day?

Yes No If yes, date: _____

Provide details:

Please provide a written response with information/comments in response to this report, including any actions taken to remedy the situations, where applicable and provide a copy to the nurse(s), Bargaining Unit President and Labour Relations Officer (LRO).

SECTION 9: RESOLUTION

Is the issue resolved? Yes No

If yes, how is it resolved?

If no, please provide the date in which you forwarded this to Labour-Management. _____

SECTION 10: RECOMMENDATIONS OF UNION MANAGEMENT-COMMITTEE (LABOUR-MANAGEMENT)

The Union-Management Committee recommends the following in order to prevent similar occurrences:

Dated: 

- Copies:
- (1) Manager
 - (2) Director of Care (or designate)
 - (3) ONA Rep
 - (4) ONA Member
 - (5) ONA LRO

**ONTARIO NURSES' ASSOCIATION (ONA)
LONG-TERM CARE (LTC)
PROFESSIONAL RESPONSIBILITY REPORT FORM
GUIDELINES AND TIPS ON ITS USE**

The parties have agreed that resident care is enhanced if concerns relating to professional practice, resident acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. The collective agreement provides a problem solving process for nurses to address concerns relative to resident care. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach.

PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM PLEASE FOLLOW THE PROBLEM SOLVING PROCESS BELOW and AS OUTLINED IN THE COLLECTIVE AGREEMENT ARTICLE 19 FOR NURSING HOMES OR AS IDENTIFIED IN YOUR COLLECTIVE AGREEMENT.

PROBLEM SOLVING PROCESS

- 1) At the time the workload issue occurs, discuss the matter within the Unit/Floor to develop strategies to meet resident care needs using current resources. using established lines of communication, seek immediate assistance from an individual identified by the Employer (e.g. Charge Nurse/Assistant Director of Care/ Director of Care/Administrator) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload at the time of the occurrence, **complete** the form. **Some** Collective Agreements require the nurse to discuss the issue with the Manager (or designate) on the next day that both the Employee and Manager (or designate) are working or within the time frame stated in the Collective Agreement, **however** in the absence of this language, it is recommended and a good practice to discuss the concern with your Manager.
- 3) When meeting with the manager, you may request the assistance of a Union representative to support/assist you in the meeting. Every effort will be made to resolve the workload issues at the unit level. The Bargaining Unit Representative shall be involved in any resolution discussions at the unit level. All discussions and action will be documented.
- 4) The Nursing Home Professional Responsibility Clause assumes the Nursing Leader consulted in Steps 1 & 2 would be the same person consulted in the above Step 3 and therefore the Nursing Home Step 2 is: Failing resolution, **submit** the Professional Responsibility Workload Report Form to the Union-Management Committee within 20 calendar days from the alleged improper assignment. The Union-Management Committee will meet within 20 days of the filing of the complaint to attempt to resolve the complaint to the satisfaction of both parties. This is Step 3 in most of the other Collective Agreements. Please check your own Collective Agreement for accurate timelines. (SEE BLANK REPORT FORM ATTACHED TO THESE GUIDELINES.)
- 5) Prior to the complaint being forwarded to the Independent Assessment Committee (IAC), the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.
- 6) If the issue remains unresolved it shall be forwarded to an IAC as outlined in the Collective Agreement within the requisite number of days of the meeting in 3) above.
- 7) The Union and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.
- 8) Any settlement arrived at under the Professional Responsibility Clause of the Collective Agreement shall be signed by the parties.

TIPS FOR COMPLETING THE FORM

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) As much as possible, you should report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the College of Nurses of Ontario (CNO) Standards/Practice Guidelines/Long-Term Care policies and procedures you believe to be at risk. The CNO Standards can be found at www.cno.org.
- 6) Do not, under any circumstances, identify residents.

LIST OF CHAIRPERSONS

The parties agree to meet to discuss the Independent Assessment Committee Chairpersons. The parties agree to revise and update the list to ensure that an adequate number of Chairpersons are available.

This Collective Agreement signed on behalf of the parties by their respective officers or properly authorized officials as noted below.

Dated at Hamilton, Ontario this 29th day of October, 2019.

FOR THE EMPLOYER

FOR THE UNION

Julie Shott

Adele Churchill
Labour Relations Officer

Kyra Marunchak

Thomas Beattie, RN

Holly Odoardi

Pamela Trafford

Karen Allcroft

Marie-Goretti Ewalefo

Joe Gurr

Luciana Marginean