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| SOURCE | O.N.A. |
| EFF. | 89/04/01 |
| TERM. | 91/03/31 |
| No. OF EMPLOYEES | 53 |
| NOMBRE D'EMPLOYÉS | 53 |

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

AND

THE ONTARIO NURSES' ASSOCIATION

LOCAL 72

TERM OF AGREEMENT

APRIL 1, 1989 to MARCH 31, 1991

NOV - 4 1992

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THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH
(Hereinafter referred to as "the Employer")

of the first part

and

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

of the second part

THEREFORE it is the intention of the parties to provide for an orderly Collective Bargaining Unit relationship between the Employer and its nurses;

NOW THEREFORE this Collective Agreement witnesseth that the parties hereto in consideration of the mutual covenants hereinafter contained agree with the other as follows:

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 Assistant Director of Nursing and the Director of Nursing.

ARTICLE 2 - RESERVATION OF MANAGEMENT RIGHTS

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

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

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

ARTICLE 3 - RELATIONSHIP

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

- 3.02 The Association agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced 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.

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 first pay period of each month and remit same to the Association. The Association shall notify the Employer in writing of the amount of such dues from time to time.

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

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

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

ARTICLE 5 - NO STRIKES OR LOCKOUTS

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

ARTICLE 6 - ASSOCIATION REPRESENTATION

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

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

(b) A Grievance Committee of not more than three (3) employee nurses, two (2) of whom will be representatives of the Lodge where the grievance occurs.

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

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

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

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

An agenda of items to be put forward for discussion shall be forwarded to the other party by the party requesting the meeting at least one (1) week 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.

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

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: In the event the discussion between the nurse and the Supervisor has not remedied the complaint, the nurse and a member of the Grievance Committee shall present the grievance in writing to the Director of Nursing, or designate, within ten (10) working days of when the nurse ought to have become aware of the circumstances giving rise to the grievance.

Within three (3) working days of the written submission a meeting with the nurse, a member of the Grievance Committee and the Director of Nursing, or designate, will occur to attempt to resolve the grievance.

The Director of Nursing, or designate, shall respond within three (3) working days of the meeting.

7.04

STEP TWO: Failing a settlement at Step One, the Chairperson of the Grievance Committee, or designate, shall submit the written grievance to the Administrator of the Lodge, or designate, within ten (10) working days of the response in Step One.

The Administrator of the Lodge, or designate, will meet with the Grievance Committee and the grievor within ten (10) working days of the receipt of the grievance. The Administrator, or designate, will issue a response in writing to the Chairperson of the Grievance Committee within ten (10) working days of the meeting. In the event the Administrator, or designate, denies the grievance, the reasons shall be stated in writing.

7.05

STEP THREE: Failing a satisfactory settlement at Step Two, the Chairperson of the Grievance Committee shall submit the grievance to the Commissioner of Human Resources, within ten (10) working days of the receipt of the response of the Administrator or designate.

The Commissioner of Human Resources, or designate, and the Chief Administrative Officer, or designate, will meet with the Grievance Committee and the nurse within fifteen (15) working days of the receipt of the grievance. The Commissioner of Human Resources, or designate will issue a response in writing to the Chairperson of the Grievance Committee within ten (10) working days of the meeting. In the event the Commissioner of Human Resources, or designate, denies the grievance, the reasons shall be stated in writing.

- 7.06 Where a dispute involves:
- (a) the question of general application of 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 or two nurses as representatives of all the affected nurses at any and all hearings held in conjunction with the grievance or-grievances.

- 7.07 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 President of the local Association or designate. Should the nurse wish to file a grievance against the dismissal or disciplinary action, it should be in writing and filed within ten (10) working days at Step Two of the grievance procedure.

- 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 Commissioner of Human Resources' response.

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

- 7.10 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.

ARTICLE 8 - ARBITRATION

8.01 The Board of Arbitration shall be duly constituted as provided by Section 37 (2) of the Ontario Labour Relations Act:

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

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

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

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

ARTICLE 9 - SENIORITY

Seniority Rating

9.01 New nurses shall have a probationary period of sixty (60) working days during which time they will have no seniority and may be terminated without notice and without recourse to the grievance procedure.

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

FULL-TIME: Seniority shall commence and accumulate from the date on which the nurse entered the full-time service of the Employer.

PART-TIME: Seniority shall commence and accumulate on the basis of the number of tours worked since the date on which the nurse entered the part-time service of the Employer. Two hundred (200) tours shall equal one (1) year.

PART-TIME TO FULL-TIME: When a nurse moves from part-time to full-time employment, an adjusted seniority date will be calculated to reflect the part-time seniority earned.

FULL-TIME TO PART-TIME: When a nurse moves from full-time to part-time, the nurse will retain the full-time seniority to that date and will accumulated seniority on a part-time basis from that date forward.

If a former full-time nurse has terminated employment and is then rehired as a part-time nurse within six (6) months of such termination, seniority earned as a full-time nurse shall be credited and part-time seniority shall be calculated from the date of rehire forward.

- 9.03 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.

Loss of Seniority

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

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

9.06

Protests regarding seniority standing must be submitted by the Association in writing to the Commissioner of Human Resources 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.

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.
- (b) In the event that a reduction of the nurse force is required, the Employer may lay off nurses in accordance with seniority, the last to be employed will be the first to be laid off, providing that the remaining nurses are willing and qualified to perform the available work.
- (c) Nurses shall be recalled to positions in the bargaining unit in reverse order of lay-off, providing that the senior nurse is willing and qualified to perform the available work, subject to their right to require orientation for a period of time not to exceed five (5) days, for any job which the nurse does not feel immediately qualified.
- (d) 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 10.01 (c) 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.

10.02

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

10.03

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 Statutory Holidays.

10.04

Any nurse presently in or who has been in what is now the bargaining unit, who elects or is appointed to any permanent position connected with the Employer outside of the bargaining unit, may be returned to the bargaining unit provided that the Employer has first complied with the job Opportunity provisions of the Collective Agreement.

In such event, the nurse, on returning to the bargaining unit, shall retain the seniority accumulated up to the date of the nurse's election or appointment to a position out of the bargaining unit, but will not accumulate any seniority while outside the bargaining unit for the purposes of job opportunity and lay-off or other non-monetary benefits and privileges.

The first date of hire into the bargaining unit with the Employer however, shall continue to be recognized for purposes of calculation of the amount of the monetary benefits to which the nurse is now entitled.

A nurse who fills a temporary position with the Employer outside of the Bargaining Unit shall be covered by the Collective Agreement while In such temporary position,

10.05

Part-time 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.

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

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

10.06

A nurse may make a written request for transfer of shift by filing a Request for Transfer form. A Request for Transfer is limited to the Lodge where the nurse is employed.

Such requests will be activated and considered as applications whenever a vacancy occurs. The order of consideration shall be as follows:

- (i) Requests for transfers and applications by Full-time within Lodge.
- (ii) Requests for transfers and applications by Part-time within Lodge.
- (iii) Applications from Full-time from other Lodge.
- (iv) Applications from Part-time from other Lodge.

ARTICLE 11 - LEAVE OF ABSENCE

- 11.01
- (a) 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.
 - (b) 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:
 - (1) number of nurses not to exceed three (3) for each period of leave and
 - (2) total aggregate of days off will not exceed thirty (30) in any calendar year.
 - (3) the Association shall notify the Commissioner of Human Resources in writing of the names of nurses to be granted time off not less than one (1) week before such leave is to be taken..

(c) 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. Or, completion of such leave, it being understood the nurse shall return to the nurse's same position and step in the salary scale as the nurse occupied prior to such leave. For a nurse on these authorized leaves of absence for Association business, as provided for in this Article, the Employer shall continue the nurse's normal salary payments. The Association shall be invoiced quarterly by the Employer for reimbursements of salary plus the Employer's share of benefits paid to such nurse during such leave of absence.

11.02

BEREAVEMENT LEAVE

A nurse shall be granted three (3) regularly scheduled consecutive work days leave of absence without loss of pay or benefits in the event of the death of their spouse, common-law spouse, child, parent, brother, sister, mother-in-law, father-in-law, foster or adopted parent, grandparent, grandchild, brother-in-law, or sister-in-law. Such leave of absence is to be taken in conjunction with the day of the funeral.

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 the first scheduled working day after, provided that a nurse granted leave without pay for compassionate purposes within two (2) weeks prior to death shall not lose benefits under this Clause.

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 nurses 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 Treasurer of the Employer on receipt thereof by such nurse.

MATERNITY LEAVE AND ADOPTION LEAVE

- (a) The Employer shall upon request of a nurse grant a leave of absence for maternity (birth or adoption) under the following conditions.
- (b) The nurse shall have completed a minimum of ten (10) months service with the Employer prior to the date of commencement of such leave.
- (c) (i) The **nurse** shall notify the Employer of the nurse's intentions when application for adoption has been finalized. The Employer recognizes, however, that **the nurse may** commence the leave as soon as the child becomes available for adoption. .
- (ii) The nurse shall give the Employer a minimum of **two (2)** weeks notice in writing of the day upon which the nurse intends to commence the maternity leave and provide a certificate from a legally qualified medical practitioner stating the nurse is pregnant and giving the estimated day of delivery.
- (d) The Employer shall not terminate the employment of, or lay off a nurse because of maternity, who is entitled to a leave as per 11.04 (b) but the Employer may require the nurse to commence the leave as per 11.04 (f) at such times as the duties of the nurse's position cannot reasonably be performed by a pregnant woman or the performance of the nurse's work is materially affected by the pregnancy.
- (e) The Employer shall not cause or permit the nurse to work for at least six (6) weeks after the actual date of delivery or for such shorter period as, in the written opinion of a legally qualified medical practitioner, is sufficient.

- (f) The leave of absence shall be of seventeen (17) weeks duration or such shorter leave of absence as the nurse may request.
- (g) The duration of this leave may be extended for an additional nine (9) weeks following birth or adoption upon receipt of a certificate from a legally qualified medical practitioner.
- (h) The nurse shall be entitled to accumulated seniority and shall be entitled to participate in the insured benefit plans as per the plan regulations.
- (i) Where the nurse returns to work at the expiration of the period referred to in 11.04 (f) or (g), 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.
- (j) **As** an alternative to 11.04 (f) **and** 11.04 (g), a nurse may elect to take a leave of absence without pay for a period of up to one (1) year for reason of maternity. Upon ~~the~~ expiration of the leave, the nurse ~~will~~ be given the first opportunity to return to the nurse's former position or a comparable position if and when such position comes open. There shall be no obligation on the Employer to offer more than one (1) position when such position comes open.

Seniority and benefit participation shall be as per 11.04 (h) the initial 26 weeks of the nurse's leave. Seniority and benefits will not be applicable for **any** period in **excess** of 26 weeks.

- (k) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Region's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on maternity leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of the nurse's regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Region of the nurse's Unemployment Insurance cheque stub as proof that the nurse is in receipt of such benefits for maximum period of fifteen (15) weeks. 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.

11.06 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.

11.07 Prepaid Leave Plan

Effective April 1, 1989, 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 Director of Nursing 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 Director of Nursing 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 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 Employees 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 the Director of Nursing. 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 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 11.07 of the Collective Agreement.

- (ii) The period of salary deferral and the period for which the leave is requested.
- (iii) The manner in which the deferred salary is to be held.

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

ARTICLE 12 - ANNUAL VACATIONS

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

Vacation with pay as show 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 | 4 weeks and thereafter |
| 15 years | 5 weeks and thereafter |
| 18 years | 5 weeks and 1 day thereafter |
| 19 years | 5 weeks and 2 days thereafter |
| 20 years | 5 weeks and 3 days thereafter |
| 21 years | 5 weeks and 4 days thereafter |
| *22 years | 5 weeks and 4 1/2 days and thereafter |
| 23 years | 6 weeks and thereafter |
| 27 years | 7 weeks and thereafter |

*Only nurses who become eligible for 5 weeks and 4 1/2 days in 1990 at 22 years of service shall be grandfathered for the eligibility in 1990.

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, be either added to the end of the scheduled vacation or taken at another date.

12.08 Nurses shall, when practicable, be granted the vacation period preferred by the nurse subject to the operational requirements of the Employer. Preference in choice of vacation dates shall be given to senior nurses provided that the efficiency of operations of the Employer is not unduly interrupted thereby. Vacation schedules shall be arranged and posted by the 1st of April each year.

12.09 Where a nurse

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

- (i) hospitalizes, 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 Commissioner of Human Resources a certificate from a physician licensed to practice medicine setting forth the reason for such absence, but if the nurse fails to file such certificate, 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, be either added to the end of the scheduled vacation or taker, at another date.

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 Union business. All other periods of absence, other than those noted above, will reduce an employee's vacation entitlement in the same proportions as the factor by which the period of absence relates to the full calendar year.

12.11 PART-TIME NURSES

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

(i) Vacation time as shown in Column II for the calendar year in which the nurse completes the years of service in Column I.

(ii) Vacation pay as shown in column III for the calendar year in which the nurse completed the year of service in Column I. This payment will be issued by January 31st of each year for the preceding calendar year.

| 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 1 day | 10.4% |
| 19 years | 5 weeks 2 days | 10.8% |
| 20 years | 5 weeks 3 days | 11.2% |
| 21 years | 5 weeks 4 days | 11.6% |
| *22 years | 5 weeks 4 1/2 days | 11.8% |
| 23 years | 6 weeks | 12.0% |
| 27 years | 7 weeks | 14.0% |

*Only nurses who become eligible for 5 weeks and 4 1/2 days in 1990 at 22 years of service shall be grandfathered for eligibility in 1990.

12.12 If a former full-time nurse who has terminated employment and is then rehired as a part-time nurse within six (6) months of such termination or a full-time nurse who has moved to a part-time position shall be given credited service for vacation entitlement calculations.

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:

| <u>Vacation Qualification</u> | <u>Vacation Pay</u> |
|-------------------------------|---------------------|
| 7 weeks | 14.0% |
| 6 weeks | 12.0% |
| *5 weeks 4 1/2 days | 11.8% |
| 5 weeks 4 days | 11.6% |
| 5 weeks 3 days | 11.2% |
| 5 weeks 2 days | 10.8% |
| 5 weeks 1 day | 10.4% |
| 5 weeks | 10.0% |
| 4 weeks | 8.0% |

*Only nurses who become eligible for 5 weeks and 4 1/2 days in 1990 shall be grandfathered for the eligibility in 1990.

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

(a) Separation vacation pay entitlement for year of separation for nurses employed by the Employer after January 1, 1982, shall be the relevant percentage for the period between the nurses last anniversary date of when the nurse commenced work and the date the nurse actually separates from employment with the Employer;

(b) Vacation pay on separation for nurses employed before January 1, 1982, shall be the sum of:

(i) the full vacation entitlement for the year preceding the nurse's termination regardless of the nurse's anniversary date, and,

(ii) the relevant percentage of earnings for the period January 1, in the year of separation, to the effective date of separation.

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

ARTICLE 14 - STATUTORY HOLIDAYS

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

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Remembrance **Day**
Christmas 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.

Effective January 1, 1991 there shall be one additional Floating Holiday until such time as Federal Government declares Heritage Day as a statutory holiday at which time Heritage Day **will** become the holiday.

- (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 governs the day on which a Statutory Holiday must fall.

- (c) Nurses shall be entitled to a half (1/2) days' paid holiday to be taken during the month of December at a time mutually agreeable to the nurse and the Administrator, with seniority being the governing factor, but always providing that the facilities are adequately staffed on all shifts.

Effective January 1, 1990, a float holiday (7.5 hours) will replace the halfday as referred to in Article 14.01 (c). The nurse shall be entitled to such holiday at any time during the year at a time mutually agreeable to the nurse and the Administrator, with seniority being the governing factor, but always providing that the facilities are adequately staffed on all shifts.

14.02

- (a) A full-time nurse who works on a paid holiday shall receive time and one-half (1-1/2) for all hours worked and shall receive equivalent paid time off in lieu of the holiday. Such time off shall be scheduled by the Employer at a mutually agreeable time within thirty (30) days prior to or succeeding the paid holiday.

- (b) Part-time nurses who are scheduled to work on a holiday as designated in Section 14.01, shall be paid at the rate of two and one-half (2-1/2) times the nurse's regular rate of pay for hours worked.

Effective January 1, 1990, for the purpose of payment, the second Monday of June shall be defined as the Float Holiday referred to in Article 14.01 (c).

- (c) When a holiday falls during a scheduled vacation period, an additional day off with pay will be added to the vacation period.
- (d) When a holiday falls during a nurse's regularly scheduled day or days off, an additional day off with pay will be scheduled at a mutually agreeable time.

- (e) Nurses will be scheduled for three (3) days off consecutively at either Christmas or at New Year's. For the purpose of this clause Christmas time off will include December 24, 25 and 26 and New Year's time off will include December 31, January 1 and January 2 if so requested. Paid holidays or days in lieu thereof shall be scheduled in conjunction with other days off. These arrangements are subject to a request from a Nurse and the staffing requirements of the Lodges.

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

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

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

ARTICLE 15 - BENEFIT PLANS

- 15.01 The benefits provided hereunder shall continue for the life of this Agreement.
- 15.02 The Employer shall pay the full cost of the premiums for all benefits provided hereunder.

- 15.03 On completion of **the** probationary period a full-time nurse shall be entitled to the following benefits:
- (a) Group Life Insurance with benefits equal to one and one-half (1-1/2) times the annual basic wage rate of the nurse to the nearest one thousand dollars.
 - (b) Extended Medical Plan, including semi-private hospital coverage and Prescription Drug plan.
 - (c) Dental care plan under the terms of the current Ontario Dental Association (O.D.A.) schedule.
 - (d) Vision care plan to cover the nurse and the nurse's dependents (\$200 every 2 years-Effective April 1, 1990).
 - (e) Short Term Income Protection as detailed in the attached plan. The provisions of the "Cumulative Sick Leave Allowance", Bylaw 73-74, as amended, shall continue as modified by the Income Protection Plan.
 - (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.).
- 15.06 The normal date of retirement for nurses shall be the first day of the month following that in which the nurse attains the nurse's 65th birthday.
- 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 Unemployment Insurance Premium Rebate received for each nurse towards the annual cost of benefit plans.

15.09

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

15.10

The following benefits will be available to any nurse retiring under the OMERS 90 factor, or any nurse between the ages of 55 and 65 who retires on an early OMERS pension if there is a minimum of ten (10) years continuous employment with the Employer at the time of retirement:

Ontario Health Insurance Plan
Extended Medical Plan
Dental Plan
Vision Care Plan

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

The following conditions apply:

- (a) The OHIP coverage previously listed will automatically cease at the appropriate time if the nurse's spouse attains the age of 65 before the nurse does.
- (b) The above benefits terminate on the last day of the month in which the nurse attains age 65, or in which the nurse's death occurs.
- (c) 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.12.

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 (37-1/2) per week based upon one hundred and fifty hours (150) over a four (4) week period, exclusive of a one-half (1/2) 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 (1-1/2) times the nurse's basic rate of pay in money or time off duty with pay calculated at one and one-half (1-1/2) times for each half hour meal period worked. Such time off shall be granted at the discretion of the Employer but, subject to the exigencies of the service, will endeavour to grant such lieu time off at the convenience of the nurse.

- 16.02 (a) The normal standard shifts shall be as follows:

| | | | | |
|------|---|------|-------|-----------------|
| 0700 | - | 1500 | hours | (Day Shift) |
| 1500 | - | 2300 | hours | (Evening Shift) |
| 2300 | - | 0700 | hours | (Night Shift) |

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 to be worked.

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

- (b) A rest period of fifteen (15) minutes shall be granted in the first half and second half of each shift period.
- (c) Part-time nurses will not be pre-scheduled for more than two different shifts in a week.

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 (1-1/2) the nurse's regular rate or lieu time off at the rate of time and one-half (1-1/2). If the nurse chooses lieu time off, it shall be granted at the discretion of the Employer but, subject to the exigencies of the service, will endeavour to grant such lieu time off at the convenience of the nurse.
- (f) where a nurse **is** required to work on a day for which the nurse receives one and one-half (1-1/2) times the nurse's regular salary (other than overtime premium compensation) for the nurse's regular hours worked on that day and the nurse is required to work additional hours following the nurse's full tour on that day, the nurse shall receive two (2) times the nurse's regular salary for such additional hours worked (but no further premium payment for such additional hours).

16.04

- A. Scheduled shifts showing the days and hours to be worked and days off **will** be posted at least four (4) weeks in advance. In order to have a minimum of four (4) weeks of the schedule showing at all times. Should it be necessary for the Employer to make changes in the posted time with less than twenty-four (24) hours notice, nurses affected by such change shall be paid time and one-half (1-1/2) for the first shift of the new schedule. Nurses shall be entitled to personal notification of any changes to the posted time schedules (including additions or deletions of shifts).

B. Nurses shall be allowed to mutually exchange tours of duty. Such exchanges initiated by nurses shall not result in any premium payments and shall be communicated to the Director of Nursing for approval.

16.05

A. Full-time nurses shall be entitled to alternate weekends off. Should a nurse work on a second or subsequent weekend, such nurse shall receive time and one-half (1-1/2) of her basic straight time hourly rate for all hours worked on such additional weekends, save and except where:

- (a) such weekend has been worked by a nurse to satisfy specific **days** off requested by such nurse; or
- (b) such nurse requested weekend work; or
- (c) such weekend is worked as a result of an exchange of tours with another nurse, or
- (d) such weekend is worked as a result of agreement by the nurse to work an additional weekend to accommodate the nurse's specific vacation requests.

B. Part-time nurses shall be entitled to two (2) weekends off in four (4) weekends. Should a nurse work on a third or subsequent weekend, such nurse shall receive time and one-half (1-1/2) of the nurse's basic straight time hourly rate for all hours worked on such additional weekends, save and except where:

- (a) such weekend has been worked the nurse to satisfy specific days off requested by such **nurse**; or
- (b) such nurse has requested weekend work; or
- (c) such weekend **is** worked as a result of an exchange of tours with another nurse, or
- (d) such weekend is worked as a result of agreement by the nurse to work an additional weekend to accommodate the nurse's specific vacation requests.

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

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

(b) Part-time Nurses - Macassa Lodge

Part-time nurses assigned to relieve full-time on permanent shifts shall relieve such full-time nurses for their regular days off. Such part-time nurses shall first be offered any extra shifts made available by the nurse they so relieve (i.e., vacation, lieu days, leaves of absence). All other relief nurses will indicate their preferences to be pre-scheduled for two (2) of the three (3) shifts according to seniority.

Nurses may be offered a different tour of duty from time to time.

(c) Part-time Nurses - Wentworth Lodge .

1. Permanent part-time relief nurses shall continue to relieve the full-time nurse presently assigned to relieve for all regular days off.
2. Permanent part-time relief nurses shall first be offered any extra shifts made available by the nurse they so relieve (i.e. vacations, lieu days, leaves of absence).

Regular Part-time Commitment

A regular part-time nurse's commitment to be available to be pre-scheduled for work, if required by the Lodge will include:

1. four (4) tours in a two-week period;
2. two (2) weekends in four (4) weeks;
3. Christmas period tours and New Year's period tours on alternate years;
4. a minimum of four (4) other paid holidays.

Note: No guarantee of hours of work language (see 16.02 (a)).

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) Each full-time nurse will be advanced from the nurse's present salary level to the next level as set out in Schedule "A" of this Agreement twelve (12) months after the nurse was last advanced (hereinafter called the nurse's Service Review Date). Each part-time nurse shall advance to the next increment on the salary scale immediately upon completion of each two hundred (200) paid tours in the employ of the Employer.
- (b) A former full-time nurse who has terminated employment and is then rehired as a part-time nurse within six (6) months of such termination or a full-time nurse who has moved to part-time shall assume the same level on the part-time salary grid as at the date of termination or transfer to part-time status and shall receive full credit for all paid tours accumulated since the last increment advance towards the next level on the grid.

17.02 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new 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 following any meeting with the Association, a grievance may be filed at Step 3 of the grievance procedure within ten (10) working days following any meeting. If 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 two (2) years of such experience, *the* nurse will receive one (1) annual increment, including the maximum provided in the salary scale.

17.04 A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the grid of the higher rated classification so that the nurse shall receive no less an increase in salary than the equivalent of one step in the salary range of the nurse's previous classification (provided that it does not exceed the salary range of the classification to which the nurse has been promoted) and the nurse shall retain the nurse's service review date for the purpose of wage progression. A nurse who is transferred or demoted to a lower rated classification will be placed on the position in the grid (if any) which most closely recognizes the nurse's experience level recognized on the other grid.

17.05 (A) Any nurse who works the evening or night shift, as defined in Article 16.02 (a) hereof, shall receive a shift allowance of forty-five cents (45) per hour for each hour worked.

(B) **Effective September 1, 1990** a nurse shall be paid a weekend premium of forty-five (45) cents per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. Weekend premium will be paid in addition to shift premium but will not be paid for overtime hours.

17.06 Responsibility

(a) Effective June 1, 1989, 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) Effective June 1, 1989, any nurse who is assigned the responsibility of being in charge on day shift in the absence of the Director of Nursing shall receive a responsibility allowance of ten dollars (\$10.00) per shift for each shift worked.

ARTICLE 18 - BULLETIN BOARDS

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

ARTICLE 19 - MISCELLANEOUS

19.01 Where the singular is used, It may also be deemed to mean plural.

19.02 A photo-reduced copy of this contract will be provided by the Employer to all nurses now employed and as employed.

ARTICLE 20 - PROFESSIONAL RESPONSIBILITY

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

(a) (i) Complain in writing to the Labour Management Committee within fifteen (15) calendar days of the alleged improper assignment. The chairperson of the Labour Management Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

(ii) Failing resolution of the complaint within five (5) calendar days of the meeting of the Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) Registered Nurses; one chosen by the Ontario Nurses' Association, one chosen by the Employer, and one chosen from a panel of independent Registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent Registered Nurses shall act as Chairperson.

(iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.

(b) (i) The list of Chairpersons (Assessment Committee) is attached to and forms part of this Agreement.

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

20.02 Orientation

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

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 - DURATION OF AGREEMENT

22.01 This Agreement shall remain in force and in effect inclusive from the first day of April, 1989 until midnight the 31st day of March, 1991 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.

22.02 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 conciliation or arbitration procedures as prescribed under the Ontario Labour Relations Act and/or the Ontario Hospital Labour Disputes Act, 1965.

IN WITNESS WHEREOF the parties hereto have affixed their respective seals attested by the hands of their respective proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED this 10th day of June 1990
in the presence of:

THE REGIONAL MUNICIPALITY
OF HAMILTON-WENTWORTH
[Signature]
Regional Chairman
[Signature]
Regional Clerk
[Signature]
Commissioner of Finance

ONTARIO NURSES' ASSOCIATION
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Approved
as to form
Legal Services

OFFICE OF THE CLERK
APPROVED BY COUNCIL

DATE April 3, 1990
REPORT 6-90 ITEM #1/FEP
INTL: p 3 YEAR/FILE 90-548

SCHEDULE "A"

REGISTERED NURSE - FULL-TIME

| <u>APRIL 1, 1989</u> | <u>HOURLY</u> | <u>BI-WEEKLY</u> | <u>ANNUAL</u> |
|----------------------|---------------|------------------|---------------|
| 1st year | \$16.721 | \$1,254.10 | \$32,606.60 |
| 2nd year | 17.357 | 1,301.74 | 33,845.24 |
| 3rd year | 17.627 | 1,322.02 | 34,372.52 |
| 4th year | 17.943 | 1,345.70 | 34,988.20 |
| 5th year | 18.347 | 1,376.02 | 35,776.52 |
| 6th year | 18.708 | 1,403.10 | 36,480.60 |
| 7th year | 19.115 | 1,433.62 | 37,274.12 |
| 8th year | 19.567 | 1,467.54 | 38,156.04 |
| 9th year | 19.959 | 1,496.90 | 38,919.40 |

REGISTERED NURSE - PART-TIME

| <u>APRIL 1, 1989</u> | <u>HOURLY</u> |
|----------------------|---------------|
| 1st year | \$19.062 |
| 2nd year | 19.786 |
| 3rd year | 20.095 |
| 4th year | 20.455 |
| 5th year | 20.916 |
| 6th year | 21.327 |
| 7th year | 21.791 |
| 8th year | 22.307 |
| 9th year | 22.753 |

NON-REGISTERED NURSE - FULL-TIME

| <u>APRIL 1, 1989</u> | <u>HOURLY</u> | <u>BI-WEEKLY</u> | <u>ANNUAL</u> |
|----------------------|---------------|------------------|---------------|
| 1st year | \$16.303 | \$1,222.72 | \$31,790.72 |
| 2nd year | 16.922 | 1,269.18 | 32,998.68 |
| 3rd year | 17.186 | 1,288.98 | 33,513.48 |
| 4th year | 17.494 | 1,312.06 | 34,113.56 |
| 5th year | 17.888 | 1,341.62 | 34,882.12 |
| 6th year | 18.241 | 1,368.06 | 35,569.56 |
| 7th year | 18.637 | 1,397.80 | 36,342.80 |
| 8th year | 19.078 | 1,430.84 | 37,201.84 |
| 9th year | 19.459 | 1,459.46 | 37,945.96 |

NON-REGISTERED NURSE - PART-TIME

| <u>APRIL 1, 1989</u> | <u>HOURLY</u> |
|----------------------|---------------|
| 1st year | \$18.585 |
| 2nd year | 19.292 |
| 3rd year | 19.593 |
| 4th year | 19.943 |
| 5th year | 20.393 |
| 6th year | 20.795 |
| 7th year | 21.247 |
| 8th year | 21.749 |
| 9th year | 22.184 |

SCHEDULE "A"

REGISTERED NURSE - FULL-TIME

| <u>SEPTEMBER 1, 1989</u> | <u>HOURLY</u> | <u>BI-WEEKLY</u> | <u>ANNUAL</u> |
|--------------------------|---------------|------------------|---------------|
| 1st year | \$16.889 | \$1,266.64 | \$32,932.64 |
| 2nd year | 17.530 | 1,314.76 | 34,183.76 |
| 3rd year | 17.803 | 1,335.24 | 34,716.24 |
| 4th year | 18.122 | 1,359.16 | 35,338.16 |
| 5th year | 18.530 | 1,389.78 | 36,134.28 |
| 6th year | 18.895 | 1,417.14 | 36,845.64 |
| 7th year | 19.306 | 1,447.96 | 37,646.96 |
| 8th year | 19.763 | 1,482.22 | 38,537.72 |
| 9th year | 20.158 | 1,511.86 | 39,308.36 |

REGISTERED NURSE - PART-TIME

| <u>SEPTEMBER 1, 1989</u> | <u>HOURLY</u> |
|--------------------------|---------------|
| 1st year | \$19.253 |
| 2nd year | 19.984 |
| 3rd year | 20.296 |
| 4th year | 20.659 |
| 5th year | 21.125 |
| 6th year | 21.541 |
| 7th year | 22.009 |
| 8th year | 22.530 |
| 9th year | 22.980 |

NON-REGISTERED NURSE - FULL-TIME

| <u>SEPTEMBER 1, 1989</u> | <u>HOURLY</u> | <u>BI-WEEKLY</u> | <u>ANNUAL</u> |
|--------------------------|---------------|------------------|---------------|
| 1st year | \$16.466 | \$1,234.94 | \$32,108.44 |
| 2nd year | 17.092 | 1,281.88 | 33,328.88 |
| 3rd year | 17.358 | 1,301.86 | 33,848.36 |
| 4th year | 17.669 | 1,325.18 | 34,454.68 |
| 5th year | 18.067 | 1,355.04 | 35,231.04 |
| 6th year | 18.423 | 1,381.74 | 35,925.24 |
| 7th year | 18.824 | 1,411.78 | 36,706.28 |
| 8th year | 19.269 | 1,445.14 | 37,573.64 |
| 9th year | 19.654 | 1,474.06 | 38,325.56 |

NON-REGISTERED NURSE - PART-TIME

| <u>SEPTEMBER 1, 1989</u> | <u>HOURLY</u> |
|--------------------------|---------------|
| 1st year | \$18.771 |
| 2nd year | 19.485 |
| 3rd year | 19.788 |
| 4th year | 20.143 |
| 5th year | 20.597 |
| 6th year | 21.002 |
| 7th year | 21.459 |
| 8th year | 21.966 |
| 9th year | 22.406 |

SCHEDULE "A"

REGISTERED NURSE - FULL-TIME

APRIL 1, 1990

| | <u>HOURLY</u> | <u>BI-WEEKLY</u> | <u>ANNUAL</u> |
|----------|---------------|------------------|---------------|
| 1st year | \$17.649 | \$1,323.64 | \$34,414.64 |
| 2nd year | 18.319 | 1,373.92 | 35,721.92 |
| 3rd year | 18.604 | 1,395.32 | 36,278.32 |
| 4th year | 18.938 | 1,420.32 | 36,928.32 |
| 5th year | 19.364 | 1,452.32 | 37,760.32 |
| 6th year | 19.746 | 1,480.92 | 38,503.92 |
| 7th year | 20.175 | 1,513.12 | 39,341.12 |
| 8th year | 20.652 | 1,548.92 | 40,271.92 |
| 9th year | 21.065 | 1,579.90 | 41,077.40 |

REGISTERED NURSE - PART-TIME

APRIL 1, 1990

| | <u>HOURLY</u> |
|----------|---------------|
| 1st year | \$20.119 |
| 2nd year | 20.884 |
| 3rd year | 21.209 |
| 4th year | 21.589 |
| 5th year | 22.075 |
| 6th year | 22.510 |
| 7th year | 22.999 |
| 8th year | 23.544 |
| 9th year | 24.014 |

NON-REGISTERED NURSE - FULL-TIME

APRIL 1, 1990

| | <u>HOURLY</u> | <u>BI-WEEKLY</u> | <u>ANNUAL</u> |
|----------|---------------|------------------|---------------|
| 1st year | \$17.207 | \$1,290.52 | \$33,553.52 |
| 2nd year | 17.861 | 1,339.56 | 34,828.56 |
| 3rd year | 18.139 | 1,360.44 | 35,371.44 |
| 4th year | 18.464 | 1,384.82 | 36,005.32 |
| 5th year | 18.880 | 1,416.02 | 36,816.52 |
| 6th year | 19.252 | 1,443.92 | 37,541.92 |
| 7th year | 19.671 | 1,475.32 | 38,358.32 |
| 8th year | 20.136 | 1,510.18 | 39,264.68 |
| 9th year | 20.539 | 1,540.40 | 40,050.40 |

NON-REGISTERED NURSE - PART-TIME

APRIL 1, 1990

| | <u>HOURLY</u> |
|----------|---------------|
| 1st year | \$19.616 |
| 2nd year | 20.361 |
| 3rd year | 20.679 |
| 4th year | 21.049 |
| 5th year | 21.524 |
| 6th year | 21.948 |
| 7th year | 22.425 |
| 8th year | 22.955 |
| 9th year | 23.414 |

SCHEDULE "A"

REGISTERED NURSE - FULL-TIME

| <u>SEPTEMBER 1, 1990</u> | <u>HOURLY</u> | <u>BI -WEEKLY</u> | <u>ANNUAL</u> |
|--------------------------|---------------|-------------------|---------------|
| 1st year | \$17.825 | \$1,336.00 | \$34,758.88 |
| 2nd year | 18.502 | 1,387.66 | 36,079.16 |
| 3rd year | 18.790 | 1,409.28 | 36,641.28 |
| 4th year | 19.127 | 1,434.52 | 37,297.52 |
| 5th year | 19.558 | 1,466.84 | 38,137.84 |
| 6th year | 19.943 | 1,495.72 | 38,888.72 |
| 7th year | 20.377 | 1,528.26 | 39,734.76 |
| 8th year | 20.859 | 1,564.40 | 40,674.40 |
| 9th year | 21.276 | 1,595.70 | 41,488.20 |

REGISTERED NURSE - PART-TIME

| <u>SEPTEMBER 1, 1990</u> | <u>HOURLY</u> |
|--------------------------|---------------|
| 1st year | \$20.321 |
| 2nd year | 21.092 |
| 3rd year | 21.421 |
| 4th year | 21.805 |
| 5th year | 22.296 |
| 6th year | 22.735 |
| 7th year | 23.230 |
| 8th year | 23.779 |
| 9th year | 24.255 |

NON-REGISTERED NURSE - FULL-TIME

| <u>SEPTEMBER 1, 1990</u> | <u>HOURLY</u> | <u>BI -WEEKLY</u> | <u>ANNUAL</u> |
|--------------------------|---------------|-------------------|---------------|
| 1st year | \$17.379 | \$1,303.42 | \$33,888.92 |
| 2nd year | 18.039 | 1,352.96 | 35,176.96 |
| 3rd year | 18.321 | 1,374.04 | 35,725.04 |
| 4th year | 18.649 | 1,398.66 | 36,365.16 |
| 5th year | 19.069 | 1,430.18 | 37,184.68 |
| 6th year | 19.445 | 1,458.36 | 37,917.36 |
| 7th year | 19.868 | 1,490.08 | 38,742.08 |
| 8th year | 20.337 | 1,525.28 | 39,657.28 |
| 9th year | 20.744 | 1,555.80 | 40,450.80 |

NON-REGISTERED NURSE - PART-TIME

| <u>SEPTEMBER 1, 1990</u> | <u>HOURLY</u> |
|--------------------------|---------------|
| 1st year | \$19.812 |
| 2nd year | 20.565 |
| 3rd year | 20.886 |
| 4th year | 21.260 |
| 5th year | 21.733 |
| 6th year | 22.167 |
| 7th year | 22.649 |
| 8th year | 23.184 |
| 9th year | 23.648 |

A.01 Increases to the salary schedule shall be retroactive and apply to all nurses in the bargaining unit as of April 1, 1989. Any new nurses hired since that date shall be entitled to a pro rata 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, 1989 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.

A.02 Part-time Nurses

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

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

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

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

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

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

LIST OF CHAIRPERSONS

ASSESSMENT COMMITTEE

Myrtle Kutschke
Association Professor
Laurentian University
Ramsey Lake Road
Sudbury, Ontario
P3E 2C6

Ms. D. Wylie
Vice-president, Nursing
Toronto General Hospital
101 College Street
Toronto, Ontario
M5G 1L7

Ms. Marilyn Hunt
Patient Care Co-ordinator
Psychiatric Unit
McMaster University
Hamilton, Ontario
L8S 4J9

Ms. M. L. Peart
Director of Nursing
St. Joseph's Hospital
50 Charlton Avenue East
Hamilton, Ontario
L8N 1Y4

GROUP INSURANCE PLAN

Changes per contract negotiations:

VISION:

Vision care plan to cover the employee and his/her dependents (\$100 every 2 years); effective April 1, 1990 (\$200 every 2 years).

ORTHODONTICS:

Effective January 1, 1988 the Dental Plan shall include coverage for orthodontics for dependent children (to the age of 18) on the basis of a 50% co-insurance with a lifetime maximum payment of One Thousand dollars (\$1,000.00); effective April 1, 1990 a maximum payment of One Thousand-five Hundred dollars (\$1,500.00).

Letter to Mr. G. Graham of Canada Life Assurance Co., from Human Resources Centre, Regional Municipality of Hamilton-Wentworth, dated July 28, 1987.

Re: Group Policy 10839, Division 0001

Due to the recent settlement of new Collective Agreements for Regional Municipality of Hamilton-Wentworth employees, we wish to report the following benefit changes.

1. Update the Vision Care Plan from \$65.00 every twenty-four months to \$100.00 every twenty-four months, effective July 1, 1987.
2. Update the Dental Plan as follows:

Coverage for Removable Prosthodontics, Fixed Prosthodontics, and Major Restorative on the basis of a 50% co-insurance, with a twelve consecutive month maximum amount payable should be increased from \$500 to \$1000.00 {including lab fees}, effective July 1, 1987.

Effective January 1, 1988, the Dental Plan shall include coverage for Orthodontics for dependent children (to the age of 18) on the basis of a 50% co-insurance with a lifetime maximum payment of \$1000.00 (including lab fees). .

3. The following benefits will be available to any employee retiring under the OMERS 90 factor, or any employee between the ages of 55 and 65 who retires on an early OMERS pension if he/she has minimum of ten (10) years continuous employment with the Employer at the time of retirement:

Extended Medical Plan
Dental Plan
Vision Plan
(effective July 1, 1987)

GROUP INSURANCE PLAN, GROUP HEALTH INSURANCE POLICY N. 10839,
including Dental Plan - xerox copy

1987 July 28

Mr. G. Graham
Canada Life Assurance Company
100 Main Street East
Suite 4002
Century 21
P.O. Box 928
Hamilton, Ontario
L8N 3P9

Dear Mr. Graham:

RE: Group Policy 10839, Division 0014

Due to the recent settlement of new Collective Agreements for Regional Municipality of Hamilton-Wentworth employees, we wish to report the following benefit changes.

1. Update the Vision Care Plan from \$65.00 every twenty-four months to \$100.00 every twenty-four months, effective July 1, 1987.

2. Update the Dental Plan as follows:

Current Ontario Dental Association schedule effective July 1, 1987;

Coverage for Removable Prosthodontics, Fixed Prosthodontics, and Major Restorative on the basis of a 50% co-insurance, with a twelve consecutive month maximum amount payable of \$500 (including lab fees), effective July 1, 1987.

Effective January 1, 1988, the maximum amount payable for the above added dental coverage shall be increased to \$1000.

Effective January 1, 1988, the Dental Plan shall include coverage for Orthodontics for dependent children (to the age of 18) on the basis of a 50% co-insurance with a lifetime maximum payment of \$1000.00 (including lab fees).

3. The following benefits will be available to any employee retiring under the OMERS 80 factor, or any employee between the ages of 55 and 65 who retires on an early OMERS pension if he/she has minimum of ten (10) years continuous employment with the Employer at the time of retirement:

- Extended Medical Plan

- Dental Plan

- Vision Plan

(effective July 1, 1987)

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH AND THE CORPORATION OF THE CITY OF HAMILTON

25 Main Street West P.O. Box 40 Station 'A' Hamilton, Ontario L8N 3A2

(519) 576-3177 ext. 2444

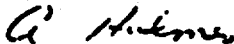
The above benefit coverage terminates on the last day of the month in which the employee attains age 65, or in which his/her death occurs.

The above benefit coverage will only be available to retirees if benefit coverage is not available through other means (i.e. other employment or spousal coverage).

Please inform us of the new monthly premium rates to be paid based on this additional coverage.

Should you require further details re the above, please contact us.

Yours truly,



Annie Holmes (Mrs.)
Human Resources Supervisor

/s/

e.c. William M. Mercer Ltd., Attention: Ms. Laura Emond
Mr. T. Bunce, Regional Finance

**GROUP INSURANCE PLAN FOR THE EMPLOYEES OF
THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH**

GROUP HEALTH INSURANCE POLICY N. 10839

DIVISION NUMBER 014

The following outlines the benefits available under your group plan.
Please check your group certificate for the coverage applicable to you.

PUN OUTLINE

HOSPITAL

Semi-Private Accommodation.

MEDI-PACK

Deductible per

Calendar Year: Employee: \$10.00.
Dependents: \$10.00.

Reimbursement: 100% of Insured Charges
in excess of the deductible
amount.

Includes: Visioncare Benefit - Eyeglasses
only.

Paramedical Benefit - Masseurs/
only.

DENTAL

Payment in accordance with the 1982
Dental Association Schedule of Fees
for General Practitioners.

Plan CL 8

Deductible per

Calendar Year: Employee: NIL
Dependents: NIL

Reimbursement: 100% of Insured Charges.

Maximum Benefit Payable - Unlimited.

CHANGES IN COVERAGE

Changes in coverage due to changes in dependency status will only take effect if the Insurance Company is advised of the change. Each employee's certificate of insurance outlines the coverage which is applicable to that employee. It should be checked to make sure the coverage is correct. An employee must be actively at work in order for his insurance to increase.

ELIGIBLE EMPLOYEES

All permanent full-time employees are eligible to be insured from the 1st day of the month following completion of 2 months of continuous employment.

COMMENCEMENT OF INSURANCE - EMPLOYEES

An employee becomes insured when he becomes eligible. If an employee is absent from work on the day his insurance would normally commence, the insurance will not be effective until his return to work.

ELIGIBLE DEPENDENTS

Dependents eligible for benefits are the spouse or common-law spouse and the unmarried children or step-children or common-law children under 22 years of age (or under 25 years of age if in full-time attendance at a college or university) of an insured employee.

No person shall be eligible for dependents coverage while they are in the full-time service of any naval, military or air force, or with respect to health benefits, while residing outside of Canada and the United States.

"Common-law Spouse"

means a person with whom the employee has co-habited for the past 36 months and whom the employee represents as his legally married spouse.

"Common-Law Children"

means the employee's children or the common-law spouse's children who reside with and are in the care and custody of the employee and the common-law spouse.

COMMENCEMENT OF DEPENDENTS

Eligible dependents will become insured when eligible. Please notify Canada Life when an employer first acquires an eligible dependent. Once dependent's coverage is effective notification is not required if additional dependents are required.

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GENERAL LIMITATIONS

No benefits are payable for any disability or charger resulting from any one or more of the following:

- 1) Intentionally self-inflicted Injury while sane or insane.
- 2) War, insurrection or hostilities.
- 3) Participation in a riot or civil commotion.
- 4) Injury sustained as a result of committing or attempting to commit a criminal offence.

TERMINATION & INSURANCE

All insurance is terminated when the employee ceases to be a member of the plan or ceases to be eligible.

For benefits on termination see Extension of Benefits.

HOSPITAL BENEFIT - EMPLOYEE AND DEPENDENTS

If an employee or dependent suffers bodily injury or disease or becomes pregnant, and as a result is confined in a legally licensed hospital, this benefit will reimburse the employee for the difference between the public ward allowance under the Provincial Hospital Plan and the semi-private charge.

Limitations

No benefits will be paid if a disability is due from any cause which entitles the employee or dependent to apply for and receive indemnity or compensation under any Workmen's Compensation Act.

Extension of Benefits

In the event of termination of employment and the employee or one of his dependents is disabled at that time, insurance under this benefit will continue for that individual for up to 90 days, provided the plan remains in force.

How To Make A Claim

Claim Forms are available from your employer. For prompt payment, the Claim Form must be completed in full and submitted within 180 days after the end of the calendar year in which the claim was incurred.

If the Group Insurance Policy terminates, no payment will be made unless the claim is submitted within 90 days of termination.

MEDI-PACK BENEFIT - EMPLOYEE AND DEPENDENTS

The following qualify as insured charges, but only to the extent that:

- a) they are reasonable and were necessarily incurred, and
- b) they are recommended or approved by a physician or surgeon legally licensed to practise medicine, except where otherwise indicated, and
- c) they exceed the amount payable from any other source or which would have been payable had the person been insured under the appropriate government hospital, medical or health care plan, and
- d) they are not prohibited under any government hospital or medical care plan.

Charges

Drugs

Charges for drugs, birth control pills, medicines, serums and vaccines obtained by a written prescription; excluding patent or proprietary medicines, anti-obesity treatments and any charges made for the administration of serums, vaccines, or injectible drugs.

Nursing Care

Charges for the services of a Registered Nurse (R.N.), provided the R.N. is not normally resident in the insured person's hoar. for details on maximum benefits payable please refer to the Plan Administrator.

Hospital Expenses & Supplies

Charges for hospital services and supplies obtained from a licensed hospital while the Insured perron is not confined in the hospital.

MEDI-PACK BENEFIT (Cont'd)

Ambulance

Charges for licensed ambulance service or other emergency service when used to transport the insured person from the place where bodily injury or disease is suffered to the nearest hospital where adequate treatment can be rendered or from one hospital to another or from hospital to the insured person's residence (Emergency transportation includes transportation by air, rail or water).

Service & Supplies

Charges for the following services and supplies:

a) purchase of braces, crutches, artificial limbs or eyer and approved prosthetic devices required as a result of bodily injury which occurred or disease which commenced while the person was insured under this provision.

b) rental of, wheelchair, hospital-type bed or other approved durable equipment for temporary therapeutic use required as a result of bodily injury which occurred or disease which commenced while the person was insured under this provision. If the purchase of such equipment is a more satisfactory arrangement, agreement to purchase will be at the option of the Insurance Company.

c) oxygen and blood serum.

Dental

Charges by a legally licensed dentist for the following treatment necessitated by a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth, which occurred while the individual was insured under this benefit, received within three years of the accident:

1) dental treatment of injuries to natural teeth

2) replacement of natural teeth, Up to a maximum payment of \$500 per accident

MEDI-PACK BENEFIT (Cont'd)

Emergency treatment

Charges for the following emergency treatment required by an insured person who is temporarily outside of their Province or Territory of residence:

- a) Room and board in a licensed hospital up to a ward level for each day that the person is confined in hospital.
- b) Hospital services and supplies furnished by a licensed hospital.
- c) Diagnosis and treatment by a physician or surgeon.

Diagnostic X-ray and Laboratory Expenses

Charges for diagnostic tests and radiological treatments including x-rays and laboratory tests, and radium treatments.

Physiotherapy

Charges for the services of a qualified physiotherapist, who is not normally resident in the insured person's home.

Speech Therapy

Charges for the services of a qualified Speech Therapist, up to a maximum of \$200 per calendar year for each insured person, but only when provided with a certificate by a medical doctor or dentist that such treatment is necessary.

Clinical Psychology

Payment to registered clinical psychologists up to \$35.00 for the first visit and \$20.00 per hour for subsequent treatments to a maximum of \$200.00 during a benefit year in all.

Hearing Aids

Charges for hearing aids prescribed by a legally licensed Otolaryngologist, up to a maximum of \$300 during the lifetime of each insured person.

MEDI-PACK BENEFIT (Cont'd.)

Eye Glasses

The following charges recommended or approved by a legally licensed physician, surgeon, ophthalmologist or optometrist:

- 1) Eye glasses: Frames, lenses and fitting of prescription glasses to a maximum total of \$50 in any two consecutive calendar years for each insured person.
- 2) Contact Lenses: One set of contact lenses during the lifetime of the Insured person to a maximum of \$200, if visible acuity is improved to at least 20/40 level of acuity not possible through regular eye glasses. In all other cases, contact lenses would be subject to the \$50 maximum for regular eye glasses.

Paramedical Services

Payment to a registered masseur up to \$7.00 per treatment for not more than twelve treatments per benefit year, but only when we are provided with a certificate by a medical doctor that such treatment is necessary.

DENTAL BENEFIT - EMPLOYEES AND DEPENDENTS

If an employee or dependent requires any insured treatments or services, the employee will be reimbursed for such charges but only to the extent:

- a) that they are necessarily incurred and that the method of treatment is the least expensive that will provide a professionally adequate result.
- b) that where a range in fees or "individual consideration" or laboratory charges are included, the amount will be as determined by the Insurance Company,
- c) that the treatments or procedures are rendered or prescribed by a legally licensed dentist.
- d) that they are not prohibited under any government plan.

Co-ordination of Benefits

Benefits under the Plan are reduced when necessary so that the total amount payable under this Plan together with any amount payable under any other policy will not exceed 100% of the dental charges incurred.

Limitations

No payment will be made for charges resulting from the following:

- 1) any dental treatment received from a dental or medical department maintained by your employer, mutual benefit association, labour union or similar type of group.
- 2) any dental care or treatment for which a member or dependent receiving them is not legally obliged to pay.
- 3) any dental care or treatment which is principally for cosmetic purposes.
- 4) broken appointments or completion of claims forms.
- 5) any dental treatment that has as its purpose the correction of temporomandibular joint dysfunction.
- 6) appliances or restorations that are necessary to increase vertical dimensions or restore the occlusion.

Dental B

This covers the following dental expenses:-

- a) examinations
- b) X-rays
- c) preventive services such as oral hygiene instruction, scaling, polishing, and fluoride treatments
- d) extractions, including impacted teeth
- e) fillings
- f) space maintainers for dependent children
- g) diagnostic procedures
- h) anaesthesia
- i) consultations
- j) root canal work (endodontics)
- k) treatment of gum disease (periodontics)
- l) major surgery
- m) denture adjustments repairs, rebasing and relining

Part 1 Charges

Diagnostic

Examinations

01110, 01120, 01130, 01400 (OM examination
in six consecutive months)
01200 (two examinations in any calendar year)
01300

X-rays

02100, 02101 (once in 24 consecutive months)
02111 to 02120, both inclusive, 02131 to
02134
02141 to 02146 (twice in any calendar year)
02201 to 02204, 02304, 02400, 02430, 02504,
02505, 02600, 02701 to 02705, 02800, 02920,
02930

Tests 04100, 04200, 04300, 04310, 04330, 04400

Consultations 05100, 05200

Preventive

Prophylaxis 11100, 11200, 11300, 11301 (twice in any calendar year)

Fluoride treatment 12400

Oral hygiene instruction 13200, 13210, 13220 (once in six consecutive months)

Space maintainers 15100, 15110, 15120, 15200, 15210, 15300, 15310, 15400, 15500, 15600 (dependent children only)

Occlusal Equilibration 43310

Pit and Fissure Sealants 13401, 13404

Minor Restorative

Amalgam Restorations 21101 to 21105, 21211 to 21215, 21221 to 21225

Retentive Pins 21301 to 21305

Silicate Restorations 22101, 22102

Acrylic or Composite Restorations 23101 to 23103, 23111 to 23114, 23201 to 23204, 23221 to 23223

Cement Restoration 29800

Sedative Dressing 39930, 13600

Stainless steel crown 27400, 27401, 27403, 27411, 27413, 27500 (dependent children under 13 years of age only)

Minor Surgical

Extractions 71101, 71111, 72100, 72210, 72220, 72230, 72240

Residual Root Removal 72310, 72320

Additional Services

Anaesthesia Used in conjunction with oral surgery, periodontal surgery, fractures and dislocations
92110, 92120, 92201, 92202, 92215, 92251, 92252, 92310, 92311, 92330, 92340

House or Hospital Visits 94100, 94200

Special Office Visits 94400

Consultation with Another Dentist 93100

Drugs-Therapeutic intramuscular drug injection 96100

Drugs-Therapeutic intravenous drug injection 96101

Part 2 Charges

Periodontics

Non-surgical 41100, 41200, 41300

Surgical The maximum benefit payable will include charges for packing and post-surgical treatment
42001 to 42003, 42100, 42101, 42103, 42104, 42200, 42300, 42310, 42500

Adjunctive Services 43200, 43210, 43400, 43600

Endodontics

Pulp Capping 31100, 31110

Pulpotomy 32201, 32202, 32210, 32211

Root Canal Therapy 33100, 33120, 33200, 33220, 33300, 33320, 33400, 33420, 33430, 33431

Apexification 33501 to 33504, 33511 to 33514

Periapical Services 34101 to 34104, 34111 to 34115, 34201 to 34203, 34212, 34213

Root Amputation 34401, 34402

Other Procedures 39100, 39110, 39120

Hemisection 39210, 39220, 39230, 39300

Bleaching 39400

**Intentional Removal,
Apical Filling and
Reimplantation** 39501 to 39503, 39600

Endosseous Implants 39710, 39711, 39720

Emergency Procedures 39901 to 39904, 39910, 39940, 39960, 39970,
39980, 39985

Major Surgical

Residual Root Removal 72409, 72410, 72411, 72450

Alveoloplasty 73110

**Gingivoplasty and/or
Stomatoplasty** 73119, 73120

Surgical Excision 74108, 74109, 74408, 74409, 75300, 75400

Surgical Incision 75100, 75110

Fractures 76198, 76210, 76250, 76310, 76350, 76910,
76950, 76951

Frenectomy 77800, 77810, 77840, 78110

Miscellaneous 79104, 79301 to 79308, 79401, 79601 to 79604

**Surgical exposure of tooth
(including ortho attachment)** 72412

Transplantation of tooth 72430

**Surgical repositioning
of tooth** 72440

Extension of Benefits

If an employee or dependent has commenced periodontic or endodontic treatment when insurance ceases because of termination of employment, insurance will be deemed to continue in force for 30 days for charges incurred for that treatment.

Claims will not be paid for any periodontics or endodontics which commenced prior to the date when the individual's insurance started.

Part 3 Charges

Denture Adjustments 54250, 54300, 54301, 54302

Denture Repairs 55101 to 55104, 55201 to 55204, 55520, 55530,
55700

Denture Rebasing
and Relining 56200, 56201, 56210, 56211, 56220, 56221,
56230, 56231, 56260 to 56265, 56270 to 56273

Claims will only be paid for 55520 and 55530 if Canada Life is present with satisfactory evidence that the replacement or addition of teeth is required to replace one or more additional natural teeth extracted after the existing denture was installed *rad* while the individual was insured under the plan.

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Dental Benefit (Cont'd.)

How To Make A Claim

Dental Claim Forms are available from your employer.

A Standard Dental Claim Form should be completed in full. Your dentist will be required to complete a section of the form or provide the equivalent information on his account. It would thus be advisable to take the claim form with you on your appointment.

If the dental expenses are expected to be in excess of \$300, a Predetermination of Benefits treatment plan available from your dentist should be submitted prior to the commencement of treatment. Any pre-treatment X-rays should also be forwarded along with the treatment plan.

Time Limits for Submission of Claims

Dental claims should be submitted within 180 days after the end of the calendar year in which the claim was incurred. If a delay is anticipated the Insurance Company should be notified in advance.

If the Group Insurance Policy terminates, no payment is made with respect to any claims unless proof is submitted within 90 days of termination of the policy.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

INCOME PROTECTION PLAN

This Plan is comprised of two parts -

- Short Term Income Protection Plan
- Long Term Income Protection Plan

NOTE :

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

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

The Plan will become effective January 1st, 1982.

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 or injury during both short and long term disabilities. This Plan will replace the existing Cumulative Sick Leave Allowance Program and is not intended to duplicate or replace any Workmen's Compensation Benefits. Provision is included under the Short Term Income Protection Plan to "top up" awards from the Workmen's 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 entitlement under either of the plans; or
- (d) the employee dies.

2. ITIC

Employee

An employee is one who has completed his/her probationary period prior to the implementation of the Income Protection Plan (I.P.P.).

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 or injury as determined by a qualified medical practitioner, which prevents an employee from attending his regular work and which extends for a period of not more than twenty-six (26) weeks.

A medical certificate will be required for each period absence lasting three or more days as requested by the Employer.

Long Term Disability

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

Pay

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

SECTION B

1. COMMENCEMENT OF I.P.P.

This Plan is to commence from a date, mutually agreed upon as the implementation date and will cover the following three categories of employees as follows:

- (i) an employee (other than a new employee) shall commence coverage on implementation date of the Plan, and
- (ii) a new employee shall commence coverage under the Plan on the first working day following completion of his probationary period, and
- (iii) an employee who is not present at work on becoming eligible, will commence coverage following his return to work. Not being present at work is defined as being on sick leave under the Cumulative Sick Leave Allowances Plan group disability plan, or on leave of absence without pay, or on lay-off.

2. SENIORITY SERVICE

Service for all employees, for the purpose of the Plan, shall mean completed years service with the employer as of January 1st in any year, and shall commence from the date of their employment with the Employer and shall be based on full years of service in any year.

SECTION C

SHORT TERM INCOME PROTECTION PLAN

1. Short term coverage will apply to disabilities lasting up to twenty-six (26) weeks pay will be continued in accordance with the following schedule.

(i)

| <u>Seniority Service</u> | <u>100% of Pay</u> | <u>Amount Payable</u> <u>70% of Pay</u> |
|---|--------------------|--|
| From the date of eligibility to Dec. 31st | | plus 15 wks |
| 1st full year of service as at Jan. 1st | 2 weeks | plus 24 wks |
| 2nd full year of service as of Jan. 1st | 3 weeks | plus 23 wks |
| 3rd full year of service as of Jan. 1st | 4 weeks | plus 22 wks |
| 4th full year of service as of Jan. 1st | 5 weeks | plus 21 wks |
| 5th full year of service as of Jan. 1st | 6 weeks | plus 20 wks |
| 6th full year of service as at Jan. 1st | 7 weeks | plus 19 wks |
| 7th full year of service as of Jan. 1st | 8 weeks | plus 18 wks |
| 8th full year of service as of Jan. 1st | 9 weeks. | plus 17 wks |
| 9th full year of service as of Jan. 1st | 10 weeks | plus 16 wks |
| 10th full year of service as at Jan. 1st | 11 weeks | plus 15 wks |
| 11th full year of service as at Jan. 1st | 12 weeks | plus 14 wks |
| 12th full year of service as at Jan. 1st | 13 weeks | plus 13 wks |
| 13th full year of service as at Jan. 1st | 14 weeks | plus 12 wks |
| 14th full year of service as at Jan. 1st | 15 weeks | plus 11 wks |
| 15th full year of service as at Jan. 1st | 16 weeks | plus 10 wks |
| 16th full year of service as at Jan. 1st | 17 weeks | plus 9 wks |
| 17th full year of service as at Jan. 1st | 18 weeks | plus 8 wks |
| 18th full year of service as at Jan. 1st | 19 weeks | plus 7 wks |
| 19th full year of service as at Jan. 1st | 20 weeks | plus 6 wks |
| 20th full year of service as at Jan. 1st | 21 weeks | plus 5 wks |
| 21st full year of service as at Jan. 1st | 22 weeks | plus 4 wks |
| 22nd full year of service as at Jan. 1st | 23 weeks | plus 3 wks |
| 23rd full year of service as at Jan. 1st | 24 weeks | plus 2 wks |
| 24th full year of service as at Jan. 1st | 25 weeks | plus 1 wks |
| 25th full year of service as at Jan. 1st | 26 weeks | plus 0 wks |

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 of more than one-half (1/2) day due to illness will constitute an occasion:

- (a) from the first day of absence for the first four occasions of absence in a calendar year, and
- (b) from the second day of the fifth absence in the calendar year, and

(c) from the third day of the sixth absence in the calendar year, and

(d) from the fourth day of the seventh and subsequent absences in the calendar year.

(iii) Where available, sick leave credits may be used to replace the unpaid days 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 a regular treatment during the day, the absence shall not constitute an occasion for purposes of this Plan.

2.

(i) Payments will be made for a maximum of twenty-six (26) weeks during any 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 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.

(ii) A medical certificate will be required for each period of absence last three or more working days and as requested by the Employer. (Same condition as under present Sick Leave By-Law)

3.

(i) No benefits will be payable during a period of pregnancy leave of absence which an employee is entitled under the Employment Standards Act, or during any such longer period of pregnancy leave for which the employee has applied and been approved by the Employer.

(ii) Short term disability payments will be offset by any disability benefits payable to the employee from the Canada Pension Plan.

(iii) An employee who is engaged in outside employment apart from his employment with the Region is not entitled to any benefits under the provisions of short term income protection plan for any occupational injury or sickness sustained during such periods of outside employment.

(iv) The Employer will continue to pay fringe benefits costs including Dental, O.H.I.P., Extended Medical benefits, Life Insurance, etc., and any other applicable benefits negotiated for a period not longer than thirty

(30) consecutive months. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

SECTION D

LONG TERM DISABILITY PLAN

1. ELIGIBILITY

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

2. 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.

3. 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.

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

If you are receiving other disability income, the monthly benefit under this Plan will be reduced so that disability

income you receive from all sources does not exceed 80% of your regular monthly earnings at the time you became disabled.

5. 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.

6. 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

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

(ii) RECURRENCE

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.

8. ABSENCE OF EMBROIDERY

If during the first 24 months of payments you are able to engage in any 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.

9. WAIVER OF PREMIUM

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

10. TERMINATION OF EMPLOYMENT

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

11. 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 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.

12. COST OF THE PLAN

The premiums will be paid in full by the Corporation.

13. TAXABILITY OF BENEFITS

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

14. CLAIMS

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

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

SECTION E

NOTES

1. 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 in 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 sick leave credits at current value to supplement benefits of the Short Term I.P.P.
- (iv) An employee may elect to supplement a Workmen's 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.

2. INCOME PROTECTION PLAN

The acceptance of the provisions of the foregoing Income Protection Plan by the parties is based upon the understanding that no point or points in the foregoing shall form the subject of negotiations for a period of two (2) years from the date of implementation of this Plan.

LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH
AND
ONTARIO NURSES' ASSOCIATION

The parties agree that all nurses in the employ at Macassa and Wentworth Lodges as of September 1, 1988 who are listed below are in a preferred shift system as noted in article 16.07. It is further agreed that any part-time nurse listed below who opts into full-time will also be in the preferred shift system of, full-time upon such transfer.

Macassa Lodge

Wentworth Lodge

Full-time

N. M. Creighton
E. G. Courneya
C. B. Merriman
S. Macwan
N. M. Reid
G. M. Cameron
M. W. Davis
J. E. Melhado
H. R. Busija
P. A. Kokoski
F. Black
M. J. Neale

L. S. Atkinson
J. M. Ott
J. Jarvie
H. M. Nicholls
K. Steenbeek
J. Myers
S. B. Lock

part-time

J. M. Dodson
L. A. Doering
J. A. Fazakas
E. L. Davidson
M. E. Terbogt
B. Westgate
B. G. Howe
F. M. Goette
R. J. Yeddeau
M. L. Pipe

S. Carroll
M. Shea
P. Enkin
S. J. Smith
M. L. Munn
A. Vanderveen
M. D. Telfer
G. Dietz
M. A. Ward
H. Richardson

Dated at Hamilton, Ontario this 10th day of June, 1990.

FOR THE REGIONAL MUN. OF
HAMILTON-WENTWORTH

ONTARIO NURSES' ASSOCIATION

Regional Chairman

Regional Clerk

Commissioner of Finance

Approved
as to form
Legal
Service

[Handwritten signatures]

[Handwritten signature]

[Handwritten signature]

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LETTER OF UNDERSTANDING

The Union agrees to meet with the Employer during the term of this Agreement to discuss flexible benefit plans.

LETTER OF UNDERSTANDING

The Employer agrees to initiate a Job Evaluation Plan jointly with the Union. The Job Evaluation Plan agreed to by the parties will be consistent with the requirements of the Pay Equity Act.

LETTER OF UNDERSTANDING

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

LETTER OF UNDERSTANDING

Effective January 1, 1991 the Income Protection Plan (S.T.D.) shall have the following changes:

- A.
 - 1. Amend four occasions to two occasions,
 - 2. Amend to provide for two (2) half day absences for doctor's appointments in any calendar year,
 - 3. Amend definition of occasion to cover all employees due to illness covered by the Income Protection Plan exclusive of the two (2) half days noted above.
- B. The parties agree to remove from the cumulative sick leave by-law the 'present regulations and to place those into the Income Protection Plan.
- C. The Employer agrees to add language to the Collective Agreement to reflect the following:

The Employer agrees that it will continue payment to those employees who file for W.C.B. or L.T.D. at the rates of pay which would have been paid by the Workers' Compensation Board of the L.T.D. carrier. Such payment shall not take place unless the employee signs a waiver acceptable to the Employer directing any funds to be paid directly to the Employer. At such time as the claim is decided by W.C.B. or L.T.D.. In the event that an employee is denied Workers' Compensation payments the employee would revert to Short Term Disability subject to the eligibility requirements of the Short Term Disability Plan. Further the employee will only be eligible for such bridging if they abide by the procedural rules for the filing of a Long Term Disability or Workers' Compensation claim.

In the event that an employee is placed in the position of repaying monies to the Employer as a result of bridging a fair and equitable repayment schedule will be worked out between the employee and the Employer.

Employees will be given the option of utilizing their vacation prior to receiving L.T.D. on the understanding that vacation not taken will be paid out on December 31 of the year in which it is earned.

- D. The Employer agrees to implement effective January 1, 1991:
 - (i) Temporary Modified Work (T.M.W.)
 - (ii) Vocational Rehabilitation (V.R.) Program