

COLLECTIVE AGREEMENT

Between:

THE CITY OF HAMILTON  
(HAMILTON-WENTWORTH PUBLIC HEALTH UNIT)  
(Hereinafter referred to as the "Employer")

And:

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

Duration of Agreement: January 1, 2015 - December 31, 2018

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## **ARTICLE 1 – GENERAL PURPOSE**

1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Union. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established by mutual agreement. It is recognized that nurses wish to work cooperatively with the Employer to provide the best possible community health services.

1.02 The Employer recognizes the Union as the collective bargaining agent for all registered and graduate nurses employed by the Employer, save and except, all Supervisors of Nurses, the Associate Directors of Nursing Services, and the Director of Public Health Nursing Services.

All such registered and graduate nurses coming within the scope of this Agreement are hereinafter referred to as nurse or nurses whichever is the case.

1.03 **DEFINITIONS**

### **Full-time Nurse**

A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 4.

### **Regular Part-time Nurse**

A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 4 and who offers to make a commitment to be available for work on a predetermined regular continuous part-time basis.

### **Casual Part-time Nurse**

A Casual Part-time Nurse is a nurse who works less than a regular part-time nurse who may from time to time provide relief for any of the full-time or regular part-time nurses.

## **ARTICLE 2 – REPRESENTATION AND UNION SECURITY**

2.01 (a) All reference to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the Ontario Nurses' Association who are nurses of Public Health Services.

Any correspondence sent by the Employer to the Union shall be sent to the Public Health Bargaining Unit President and copied to the Ontario Nurses' Association Labour Relations Officer.

- (b) (i) The Employer shall recognize a Negotiating Committee of four (4) representatives of the Union. The purpose of this Committee shall be to negotiate renewals to this Agreement. Leave of absence with pay to a maximum of their normal working day shall be granted to all those nurses composing a negotiating committee while they conducting negotiations with the Employer. A representative of the Ontario Nurses' Association or consultant may attend any meeting at the invitation of either party.
- (ii) The parties agree to form a Labour Management Committee consisting of four (4) members appointed by the Employer and four (4) members of the Local Union to discuss matters of mutual interest. Meetings between the Union and Employer representatives may be held monthly or more often if necessary at mutually convenient times. A representative or consultant of both Ontario Nurses' Association and the Employer may attend such meeting if requested to be present by either party.
- (iii) The Employer shall recognize a Grievance Committee of three (3) members for such time spent during the nurse's scheduled working hours to process grievances and attend meetings with the Employer.

2.02 The Employer shall pay the said members of the Committees their respective salaries for all regular time lost in processing grievances and while attending meetings with the Employer.

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

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

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

- (a) The parties recommend and encourage any nurse who may have a harassment or discrimination complaint to follow the complaints process as set out in the employer's harassment policies and process.
- (b) In recognizing the importance of a harassment free environment, the employer and the Union will review Employer policies and processes with respect to harassment with the nurse during her or his orientation period.

- (c) Where a nurse requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (d) The Union may file a grievance under Article 11 of this Agreement where a nurse or the Union believes that its members have been harassed contrary to this provision.

2.04 During the term of this Agreement the Employer agrees that there shall be no lock-out and the Union agrees that there shall be no slow down, strike or other work stoppage or interference with work.

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

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

If the failure to deduct dues results from an error by the Employer, then, as soon as the error is called to its attention by the Union, the Employer shall make the deduction in the manner agreed to by the parties. If there is no agreement, the Employer shall make the deduction in the manner prescribed by the Union.

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

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

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

The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, and upon development of the necessary process and template, the Employer shall provide a list of nurses from whom deductions were made, their work site (if the bargaining unit covers more than one site) and the nurses' social insurance numbers. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new non-paid leave of absence of greater than one (1) month and returns from leaves of absence. A copy of this list will be sent concurrently to the local Union. Where the parties agree, the Employer may also

provide the information in an electronic format or on a computer disk. If the central parties are able to agree on a template for dues related information, it will be distributed and jointly recommended to the Employer.

- 2.06 The Union agrees that membership solicitation and other Union activity not pertaining to this Agreement will not take place during working hours or on the premises of the Employer or on any work project the Employer may be engaged in.

Notwithstanding the foregoing, meetings may be held with prior permission of the Supervisor in satellite offices. Such permission will be granted on the understanding that staff return to their work locations by the end of the regular lunch periods.

- 2.07 The Union and the Employer recognizes and accepts the provision of this Agreement as binding upon itself, each of their duly authorized officers, representatives and nurses represented by the Employer and the Union, and pledges that they, each of their duly authorized officers, representatives and nurses represented by the Union and the Employer will observe the provisions of this Agreement.

2.08 Joint Occupational Health and Safety Committee

- (a) The Employer and the Union agree to recognize the Joint Health and Safety Committees and the right of the committees to represent the nurses in all matters dealing with Health and Safety subject to the Occupational Health and Safety Act of Ontario 1990 RSO.
- (b) The Employer shall take all precautions reasonable in the circumstances for the protection of workers. All rights and privileges, duties and standards established under the laws of the Province of Ontario in respect of Occupational Health and Safety shall form part of this Agreement.
- (c) The Union endeavours to obtain the full cooperation of its membership in observation of all safety rules and practices.
- (d) The Employer shall ensure that a worker uses or wears the equipment, protective devices or clothing that the Employer requires to be used or worn and take every precaution reasonable in the circumstances for the protection of a worker.

- 2.09 The Employer and the Union agree to abide by the Human Rights Code of Ontario, as amended from time to time.

- 2.10
- (a) No bargaining unit nurse shall be laid off, terminated as a result of the Employer contracting out any of its work or services normally done by bargaining unit members.
  - (b) When the Employer introduces technological change which effects the wages or employment status of a nurse, not less than ninety (90) days

prior to the introduction of the change, the Employer shall, by written notice, furnish the Union with all information in its possession of the planned change or changes. Such notice shall contain the information known to the Employer respecting the nature and degree of change, date or dates on which the Employer plans to effect the change, and location or locations involved. This is to allow the Union to make any representations it wishes.

Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussions with a view to resolving any issue that may relate to the adverse effects noted above.

Where a nurse has been displaced by Technological change, the Employer will retrain that nurse to the new standards, provided the nurse has the capacity to be retrained. If the nurse cannot be retrained, the Employer will make every effort to find them a position within their capacity.

- 2.11 The Employer agrees to provide the Union an opportunity to meet with each new nurse during their orientation session with the City. This meeting shall be during the new nurse's paid working hours.
- 2.12 It is understood that the Bargaining Unit President will have an additional 3.5 consecutive hours per month. These hours shall be mutually agreed upon in advance by the Bargaining Unit President and her/his immediate supervisor to attend to union business.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 It is recognized that it is the exclusive right and function of the Employer:
- (a) To direct the working force which includes the right to direct, plan and control working operations and to schedule working hours;
  - (b) To hire, classify, transfer, promote, demote, layoff nurses because of lack of work or other legitimate reasons, apply progressive discipline, suspend or dismiss nurses provided that a claim of dismissal, suspension or discipline may be subject to a grievance and dealt with as provided in the Collective Agreement;
  - (c) To introduce new and improved facilities and methods to improve the efficiency of the operations of the Employer. The Employer agrees that such exclusive function will be exercised in a manner consistent with the terms of this Agreement; and
  - (d) The Employer has the right to make rules and regulations that are reasonable provided that they are not inconsistent with the Agreement. Should the Employer add or alter rules and regulations to be observed by

the nurses, it shall advise the Union, in writing, prior to such rules and regulations taking effect, so that the Union may make representation.

#### **ARTICLE 4 – STANDARD HOURS OF WORK**

- 4.01
- (a) The standard hours of work for nurses coming within the scope of this Collective Agreement shall be thirty-five (35) hours per week.
  - (b) Nurses will normally work between 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. daily, Monday to Friday, exclusive of a one (1) hour lunch break. There may be times when management may require a nurse to change the nurse's hours of work. A nurse may request to change the nurse's hours of work, subject to the approval of the Program Manager.
  - (c) Nurses will establish their own work schedule (not to exceed thirty-five (35) hours per week except in accordance with Article 4.01(e) below) with manager approval based upon the work assigned to the team which, depending on the nature of the work, may include hours after 5:00 p.m. or on weekends. The nurses will set their work schedule provided that the needs of the program can be met but the Employer maintains the right to schedule to meet the needs of the program. Work normally assigned after 5:00 pm on weeknights shall be paid at straight time. These hours shall not attract overtime pay except in accordance with Article 4.03 where the nurse has worked more than thirty-five (35) hours in the week.
  - (d) The managers, on the basis of reverse seniority within a program, will assign any work beyond 5:00 p.m. that is not covered by the voluntary scheduling, with a total limit of six (6) evening shifts and one (1) weekend per month. For clarity, these shifts shall include shifts voluntarily scheduled. These hours shall be paid at straight time. These hours shall not attract overtime pay except in accordance with Article 4.03 where the nurse has worked more than thirty (35) hours in the week
  - (e) It is expected that the majority of nurses will work between the hours of 8:30 a.m. to 5:00 p.m. except as required above. However, nurses will be allowed to work additional hours per day, with approval, provided that the needs of the program are met, such approval will not be unreasonably denied. Nurses shall accrue such additional time as flex time to be taken off at straight time at a later date as set out below.
    - (i) A nurse may accumulate up to thirty-five (35) hours in accrued flex time.
    - (ii) The maximum accumulation of thirty-five (35) hours in accrued flex time may be restored at any time should a nurse use flex time from his/her accumulation.
  - (f) Nurses may acquire additional hours as follows:

Where there are additional hours available in a program, regular part-time nurses in that program shall first be notified of the opportunity and, interested nurses shall then be assessed to determine their ability and availability to perform the additional hours with consideration of operational requirements. If ability, availability and all other operational requirements are equal, then seniority will be used to determine the distribution of additional hours. If a need for additional hours still exists, the hours shall be offered to casual part-time nurses in that program based on the Employer's assessment of their ability and availability to perform the additional hours, with consideration of operational requirements.

Further, when the existing hours cannot be absorbed by the existing pool of nurses in that program, all regular part-time nurses in the remainder of the department shall be notified of the opportunity and, interested nurses shall then be assessed to determine their ability and availability to perform the additional hours with consideration of operational requirements. If ability, availability and all other operational requirements are equal, then seniority will be used to determine the distribution of additional hours. If a need for additional hours still exists, the hours shall be offered to casual part-time nurses in the department based on the Employer's assessment of their ability and availability to perform the additional hours, with consideration of operational requirements and seniority.

Notwithstanding the above, additional hours that become available as a result of short term absences that require backfilling that present within the same, or next working day, will be offered on the following basis:

- i) Same day replacement will be offered to those nurses at work, beginning with those nurses in the office at the time of offering. Where more than one nurse is willing to accept the additional hours, seniority shall prevail. Once the additional hours are offered and accepted, another nurse cannot claim the additional hours.
  - ii) Next day replacement will be offered to all nurses scheduled to work the day that additional hours are required to be filled. Where more than one nurse is willing to accept the additional hours, seniority shall prevail. Once the additional hours are offered and accepted, another nurse cannot claim the additional hours.
- (g) In the event of an emergency declared by the Medical Officer of Health or designate that requires a registered nurse, nurses will be required to work according to operational needs and not by seniority, even if the work would otherwise qualify for overtime pay. Staff off work because of vacation, leave of absence, flex, or compressed days may be contacted and requested to work. Requests to work during emergencies may be refused only in extenuating circumstances. Cancellation of additional work will be made four (4) hours in advance of scheduled work start time.

4.02 All hours, which are authorized by the immediate supervisor in advance, shall be entitled to a weekend premium of \$5.00 per hour for such time worked on Saturday and \$10.00 per hour for such time worked on a Sunday. There shall be no pyramiding of overtime and other premiums.

4.03 (a) Overtime is defined as time approved and worked beyond the thirty-five (35) hour work week described in Article 4.01 or hours worked on holidays as defined in Article 7. The nurse shall be entitled to payment or lieu time off for such time worked at the rate of one and one-half (1 1/2) for each hour worked Monday to Saturday and double (2) time for each hour worked on Sunday and a Statutory or Proclaimed Holiday. Such time shall be taken at a time mutually agreeable to the nurse and the immediate supervisor. Overtime does not include hours worked beyond the normally scheduled daily hours (i.e. beyond 4:30 or 5:00 pm) unless under circumstances wherein the nurse is scheduled in excess of thirty-five (35) hours per week by the Employer.

For clarity, nurses who have altered their work schedule for personal reasons and not to accommodate the work of Public Health under Article 4.01 or nurses on standby, will not be entitled to such overtime. Furthermore, hours worked beyond thirty-five (35) hours per week as a result of the nurse's self-scheduling decisions shall not be included for the purpose of calculating overtime entitlement. As well, hours assigned by the employer pursuant to the exemption under Article 4.01(d) shall not be included for the purpose of calculating overtime entitlement.

(b) If a nurse chooses time off it shall be at a time mutually agreed upon by the Employer and the nurse. Up to five (5) days' lieu time earned from overtime may be added to the nurse's annual vacation entitlement. The maximum amount of lieu time which may be accumulated by each nurse at any given time is the equivalent of ten (10) working days.

(c) Nurses who work for a minimum of two (2) hours directly following the end of their normal working day shall be entitled to a meal allowance payment of eight (\$8.00) dollars. A meal period of one-half (1/2) hour or more shall be on non-paid time.

4.04 Non Standby Call-Out

A Non Standby Call-Out is defined as any situation requiring a nurse to be called-out by an authorized official of the Employer to do work for the Employer outside regular working hours. A nurse called out to perform work shall be paid, or take time in lieu, at the applicable overtime rate and shall be guaranteed a minimum of four (4) hours of work.

For further clarification, payment of call-out shall commence upon the nurse's acceptance of said call and given that the nurse responds in a reasonable time frame and terminates when a nurse leaves the workplace.

4.05 Standby and Standby Call-Out:

For the purpose of this Agreement, a weekend is defined as a period commencing at 4:30 p.m. Friday and ending at 8:30 a.m. Monday. In the event there is a holiday on a Friday or Monday, the Holiday(s) shall be deemed to be part of the weekend.

A nurse scheduled for standby duty shall be credited as follows;

- (a) three (3) hours of lieu time or pay at their standard hourly rate of pay for each weekday night (Monday to Friday)
- (b) six (6) hours of lieu time or pay at their standard hourly rate of pay for each Saturday, Sunday or a Statutory or Proclaimed Holiday

4.06 The following shall constitute the definition and payment of a call-out while on stand-by for all nurses:

- (a) A call-out shall be defined as a call received at the nurse's home which causes the nurse to leave their home to provide services as required.
- (b) The call-out begins when the nurse leaves her/his residence and terminates when the nurse completes the required service and leaves the workplace.

A nurse called out to perform duties will be paid a minimum of one (1) hour lieu time or pay for each call-out, in accordance with the following;

- (i) Monday to Friday - Standard rate of pay
- (ii) Saturday, Sunday, Statutory or Proclaimed Holiday - 1 1/2 times the standard rate of pay

Double the standard rate of pay will be paid on any single call-out after four (4) hours worked on a Statutory or Proclaimed Holiday.

- (c) Notwithstanding the definition of (a) and (b) above, Nurses designated to respond to calls through telephone service will for the duration of the documented telephone service and follow up work performed, will be credited the total accumulation of minutes worked to the nearest one half hour increment in accordance with the following;
  - (i) Monday to Friday - Standard rate of pay
  - (ii) Saturday, Sunday, Statutory or Proclaimed Holiday – 1 1/2 times the standard rate of pay.
- (d) A nurse may choose to take time in lieu, at the applicable overtime rate.
- (e) A nurse who requires additional assistance will phone the designated on-call manager.

## **ARTICLE 5 – PROMOTION/SENIORITY**

5.01 Where a vacancy exists with either an assignment or position the following factors shall be considered:

- (a) ability, experience and work performance;
- (b) seniority

Where the factors in (a) are relatively equal, factor (b) shall govern. However, if senior applicants are refused a position or assignment, they will be given the reason for such refusal in writing within ten (10) working days after a decision is made.

5.02 Upon completion of the probationary period as set out in Article 5.02 (c), seniority shall be calculated in the following manner:

- (a) Seniority for full-time nurses shall commence and accumulate from the date on which the nurse was first hired and continuously employed with the Employer.

A part-time nurse shall accumulate seniority on the basis of one (1) year for each fourteen hundred (1400) hours worked from the date on which the nurse commenced work with the Employer.

Service for purposes of vacation and STD eligibility (at 100%) for full-time nurses and a percentage in lieu of vacation for part-time nurses shall include all time with the Employer since the last date of hire and is separate and distinct from seniority above.

- (b) A seniority list showing each nurse's name and classification will be provided to the local Union once each year by March 1<sup>st</sup>. It is understood that the Union may have access to bulletin boards to post such seniority lists. For all purposes except for layoff, there will be an integrated seniority list. The seniority list shall not refer to a rehire date.

Protests regarding seniority standing must be submitted by the nurse or the Union, in writing, to the Director of Labour Relations or his/her designate within sixty (60) days from the date seniority lists are posted. When proof of error is presented by a nurse or the Union, such error shall be corrected, and when so corrected the agreed upon seniority date shall be final.

- (c) (i) A newly employed full-time nurse shall be considered a probationary nurse until the nurse has worked eight-hundred and forty (840) hours or six (6) consecutive months.

- (ii) A part-time nurse shall be considered probationary until they have worked eight-hundred and forty (840) hours or nine (9) consecutive months, whichever comes first.
- (iii) For the purposes of the probationary period, absence(s) that interrupt the period of active employment may, at the discretion of the Employer, result in the extension of a nurse's probationary period, no greater than the period of absence(s). In such cases the Union and the nurse shall be informed at least fourteen (14) calendar days in advance of the extension.
- (d) The Employer shall have the exclusive right to discharge nurses during the probationary period provided the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the Human Rights Code, the Employment Standards Act or other employment related legislation.
- (e) When a full-time nurse transfers to part-time or vice-versa the nurse shall maintain the same rate on the salary grid and seniority shall be calculated on the basis of one (1) year full-time seniority equivalent to 1400 hours part-time seniority. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.
- (f) Part time nurses will accrue three and a half (3 ½) hours of seniority for instructing each prenatal class.

## 5.03

- (a)
  - (i) Notice of all bargaining unit positions shall be posted electronically for a minimum of five (5) working days, in order that all staff may be able to make written applications to Human Resources.
  - (ii) Internal memorandums to inform staff regarding any work assignments of 0.5 FTE or greater, will be posted on the internal network. Applications for such assignments shall be submitted in writing for consideration to the Director or designate. Managers will inform teams of assignments, within their teams, of less than 0.5 FTE.
  - (iii) The name of the successful applicant will be communicated via email and an email copy will be provided to the Bargaining Unit President.
  - (iv) Where a vacancy under this provision has remained unfilled for a period of six (6) months from the date of the initial posting it will be reposted as noted above, except in the case of extenuating circumstances which will be subject to notification to the Union.
- (b) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
  - (i) approved leave of absence with or without pay;

- (ii) when in receipt of Workplace Safety and Insurance Benefits;
  - (iii) when in receipt of Short Term or Long Term Disability Benefits
- (c) Retention of Seniority
- A nurse's seniority rating shall be deemed frozen by reason of a lay-off extending beyond one month.
- (d) Loss of Seniority
- A nurse's seniority rating and credited service shall be severed by reason of:
- (i) dismissal for just cause; or
  - (ii) voluntary resignation; or
  - (iii) failure to report for work within a period of seven (7) days after receipt of written notice to return to work after lay-off; or
  - (iv) a lay-off extending continuously for a period of ten (10) months; or
  - (v) absence without leave without sufficient reason.
  - (vi) A nurse who is not working or in receipt of regular wages for a period of thirty (30) months, for any reason, shall have the nurse's name removed from the payroll at the end of this period.
  - (vii) A casual part time nurse who fail to submit their availability for three (3) consecutive calendar months will be contacted by telephone or registered mail to attend a meeting at a mutually agreeable time with the Employer for the purpose of establishing the nurses commitment to continued employment. If the nurse fails to show willingness to attend they shall have their name removed from the payroll.

This provision shall be applied consistent with the Human Rights Code.

#### 5.04

In all cases where there is a reduction of the workload which shall include a reduction in a nurse's hours of work, such that there is a surplus of nurses actively employed in the bargaining unit:

- (a) The Employer shall provide the Union and the nurse(s) with no less than sixty (60) calendar days' notice of long-term or permanent layoff and shall meet with the Union to inform regarding the following:
  - (i) the reasons causing the layoff,

- (ii) the nurses to be laid off.
- (b) In the event of a layoff, nurses shall be laid off in the reverse order of seniority within their classifications and program. Seniority lists shall be separated for full-time and for part-time. Temporary (no seniority nurses) then probationary nurses within the classification and program shall be first laid off. Casual part-time nurses will not be utilized while full-time and part-time nurses are on layoff.

A nurse who has been notified of a long-term or permanent layoff may:

- I. accept the layoff; or
- II. elect to transfer to a vacant position which has been posted and remains unfilled provided that she or he is qualified to perform the available work; or
- III. displace another nurse less than or equal to their classification in the bargaining unit, who has lesser bargaining unit seniority, whose work the nurse subject to layoff is qualified to perform
- (c) No reduction or alteration in hours of work shall take place to prevent or reduce the impact of layoff without the consent of the Union.
- (d) All nurses who are on layoff will be given job opportunity in the bargaining unit before any new nurse is hired into the bargaining unit. Therefore, laid off full-time nurses shall have first recall rights to full-time positions prior to laid off part-time nurses being recalled to full-time positions and laid off part time nurses shall have first recall rights to part-time positions prior to laid off full-time nurses being recalled to part-time positions.

All above recalls shall be done in accordance with seniority.

- (e) Union representatives shall be present at all steps of the layoff process.

5.05

- (a) The permanent promotion or transfer of nurses to positions outside of the bargaining unit is not covered by this Agreement except that such nurses will retain their seniority after promotion or transfer for a period of up to eighteen (18) months only and if demoted or transferred for any reason to a position which is subject to this Agreement within that eighteen (18) months, such nurse shall not be given credit, for seniority purposes, for the time spent in a position not subject to this Agreement, but shall retain any accumulated seniority credits for any time spent in the bargaining unit.
- (b) The selection or appointment of nurses for any temporary position not covered by this Agreement shall be limited to the period required for the temporary position, during which time the nurse shall have the right to return to the nurse's former classification, without loss of seniority or benefits for a period of up to eighteen (18) months. Thereafter, the nurse shall retain but not accumulate seniority for an additional period of twelve

(12) months. Such period of placement shall be communicated to the Union in writing.

- 5.06
- (a) A nurse selected to fill a permanent posted position or assignment within the preceding six (6) months need not be considered for a subsequent permanent position or assignment posting.
  - (b) A permanent nurse need not be considered to fill a temporary position or assignment, with the exception of those nurses wishing to change their status from permanent full time to temporary part time, or permanent part time to temporary full time.
  - (c) For the purpose of this article, a position is defined as any job spot held by any classification included in Schedule "A" of this collective agreement in the capacity of Temporary, Permanent, Full-time and/or Part-time.
  - (d) For the purpose of this article, an assignment is defined as a description of the work to be performed within the position that is specific to the program(s).
- 5.07
- A nurse may fill a temporary vacancy created as a result of one of the following conditions:
- (a) Pregnancy/Parental Leave: The term of the temporary posting shall be for the term of the illness or maternity/parental leave but shall not exceed eighteen (18) continuous months.
  - (b) Temporary Work with Time Limited Task or Funding: The term of the temporary work with time limited task or funding shall not exceed eighteen (18) months.
  - (c) Leave of Absence: The term of the temporary posting for leave of absence shall not exceed twelve (12) months.
  - (d) Illness: The term of the temporary absence for leave of absence shall not exceed thirty (30) continuous months.
  - (e) In the event of a permanent vacancy arising as a result of nurse not returning to their position as outlined in Article 5.07 (a), (c), or (d), or in the event that it is decided to create a permanent position under Article 5.07 (b), the position will be awarded on the following basis to:
    - (i) the person with the greatest seniority in any division who holds a current permanent position and who meets the criteria under Article 5.01; or if inapplicable,
    - (ii) the longest serving temporary nurse in any division who meets the criteria under Article 5.01.

The Employer agrees to notify the Union sixty (60) calendar days in advance of its desire to extend the time limits for a temporary posting. Approval for such extension shall be by mutual consent.

If it is determined that the position is to be filled, nurses who meet the requirements of the job description shall, in seniority order, be offered the vacant position for the duration of the vacancy or until any required posting and filling process is complete.

Upon the return of the absent nurse, a nurse filling the position on a temporary basis, or the junior nurse in the event more than one position in the same classification was being filled on a temporary basis, shall be returned to their former position. Any other nurse promoted or transferred because of the re-arrangement of positions shall also be returned to their position without loss of seniority.

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

#### 5.08

##### External Hires to Temporary Positions

- (a) Temporary positions filled as a result of vacancies as set out in Article 5.07 may be awarded to external hires in the event no qualified regular nurse is awarded the position.
- (b) Any external hire employed on a temporary posting shall be covered by the terms of this agreement except that they shall not accumulate seniority unless subsequently employed as a regular nurse.
- (c) An external hire employed in a temporary posting in excess of the time periods set out in Article 5.07 above shall automatically become a member of the bargaining unit and shall be entitled to full rights of the collective agreement unless a mutually agreed extension is confirmed in writing by the parties.
- (d) The cessation or expiry of a posting in which an external hire is employed shall not be the subject of any grievance (i.e. individual, group, policy or otherwise) and shall not be subject to any of the requirements, restrictions or obligations under the Collective Agreement including provisions respecting layoff, termination, dismissal or reduction of hours unless triggered by (c) above.

In the event that an external hire becomes a bargaining unit nurse, the nurse will be credited with service and seniority for their time worked.

- (e) External hires to a temporary vacancy may apply to a permanent position at any time.

## **ARTICLE 6 – SALARIES AND PROFESSIONAL CLASSIFICATIONS**

- 6.01 Salaries and professional classifications for the duration of this Agreement shall be as set forth in Schedule "A" attached hereto, which shall form part of this Agreement.
- 6.02 Progressive wage and salary increases as approved in Schedule "A" will become effective on the nurse's anniversary date. For part time nurses, anniversary increases shall become effective based on hours worked in the position following the starting date or date of promotion, with 1400 hours equalling a year.
- 6.03 (a) In the determination of a beginning salary a new nurse shall be granted, in recognition of previous experience, a starting salary increment commiserate with their previous experience.
- (i) one (1) increment for each year of experience in the public health field,
  - (ii) one (1) increment for every two (2) years of other nursing experience.
  - (iii) one (1) increment for completion of a graduate level degree in nursing, health sciences, administration or education within ten (10) years prior to appointment.
- A break in nursing experience, as listed above, of more than five (5) years negates the recognition of any experience.
- (b) Present nurses will also be entitled to one increment upon completion of a graduate level degree in nursing, health sciences, administration or education.
- (c) Nurses with registration with the College of Nurses pending will be paid 95% of the first step of the Public Health Nurse rate. Upon receipt of registration with the College of Nurses the Nurse will be paid 100% of the first step of the nurse's rate of pay, retroactive to the date stamped on the registration with the College of Nurses.
- If registration is not achieved on the first attempt, employment will be terminated.
- 6.04 If a nurse is promoted to any higher paying position within the scope of the contract, the nurse shall receive an increase in salary and be placed in the corresponding step in the new classification and the nurse's anniversary date shall be retained.

**ARTICLE 7 – HOLIDAYS**

7.01 The following shall be recognized as holidays to be paid for at regular salaries:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day (July 1)	

or as may be proclaimed or declared by law and recognized by the Employer.

Payment for Statutory or Proclaimed Holidays shall be at the nurse's standard basic daily rate of pay.

When such Holiday falls on a Saturday or Sunday and where an alternative day is not set out in law, the Employer will designate the preceding Friday or following Monday as the Holiday.

7.02 A nurse shall not be paid for any of the holidays referred to in Article 7.01 hereof if they fail to:

- (a) work their last scheduled working day preceding the holiday and upon their first scheduled working day succeeding such holiday, and;
- (b) work their entire shift on the public holiday if they agreed to or were required to work that day.
- (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.

7.03 In the event that a nurse is scheduled to work on any such holiday as set out in Article 7.01 , the nurse shall receive payment at the rate of double (2) time their standard rate of pay, or, subject to the discretion of the Employer, be granted lieu time off at the rate of double (2) time.

The time to be taken will be at a mutually acceptable time to the nurse and the nurse's immediate supervisor, and as approved by the Director, or designate

7.04 Should a statutory holiday occur during a nurse's vacation or scheduled day off, such nurse shall receive a day in lieu at a mutually acceptable time to the nurse and the nurse's immediate supervisor, and as approved by the Director, or designate.

7.05 Part-time Nurses

Compensation for part time nurses for Statutory Holidays as outlined in Article 7.01, that meet the criteria for Statutory holidays as outlined in Article 7.02, shall be paid equal to the total amount of regular wages earned and vacation pay payable to the nurse in the four work weeks before the work week in which the public holiday occurred, divided by twenty (20).

**ARTICLE 8 – ANNUAL VACATIONS**

- 8.01 (a) A nurse shall be granted, except as otherwise provided herein, an annual vacation with pay according to the aggregate credited service as follows. Vacation with pay as shown in Column II during the calendar year in which the nurse completes the years of service in Column I:

Effective Date January 1, 2011

<u>Column I</u> <u>Years of Service</u>	<u>Column II</u> <u>Vacation with Pay</u>
1 year	2 weeks and 2 days and thereafter
2 years	3 weeks and 2 days and thereafter
6 years	4 weeks and 2 days and thereafter
9 years	4 weeks and 4 days and thereafter
13 years	5 weeks and 2 days and thereafter
16 years	5 weeks and 3 days and thereafter
18 years	5 weeks and 4 days and thereafter
19 years	6 weeks and thereafter
20 years	6 weeks and 1 day and thereafter
23 years	6 weeks and 2 days and thereafter
26 years	7 weeks and 2 days and thereafter
30 years	8 weeks and thereafter

- (b) For the purpose of eligibility a nurse who commences employment on the first working day of January shall have a start day of January 1.

Nurses who transfer from part time to full time on the first working day of January shall have a vacation entitlement date of January 1.

- (c) Nurses hired after the first working day of any year must wait until January 1 of the next year before they are entitled to paid vacation as outlined in Article 8.01 (a). However, upon completion of the probationary period, a nurse, upon request, will be granted two (2) weeks leave of absence without pay at a time mutually satisfactory to the nurse and the Director, or designate.

Nurses who transfer from part time to full time will be guaranteed a minimum of two (2) weeks non-paid vacation, during the first year of a transfer, prorated based on transfer date.

8.02 For full-time nurses the vacation period and pay shall be based on the nurse's normal standard work week and normal standard pay exclusive of any other remuneration.

8.03 (a) The vacation period shall commence from January 1st and continue to and include 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 half (1/2) year's vacation entitlement to the following year. Requests to carry over vacation must be submitted in writing no later than September 1 in any year and will be subject to the approval of the Medical Officer of Health on the recommendation of the Director, or designate.

(b) The Employer shall post a preliminary list of the next year's vacation allotment by January 15<sup>th</sup>.

(c) Vacation requests for the period June 1<sup>st</sup> to May 31<sup>st</sup> shall be filed by March 1<sup>st</sup> and posted by April 1<sup>st</sup>. Nurses shall be given preference with respect to vacation period in accordance with seniority. Requests received after March 1<sup>st</sup> will be scheduled on a first come, first serve basis. Vacation quotas will be determined on each team/program, and will be reasonable. It is understood that vacation requests submitted by the deadlines set out in (c), will take precedent over flex time requests for time off.

(d) It is understood that a nurse whose assignment includes direct school service shall be allowed to take up to two (2) weeks each school year during school operations. Vacations shall be scheduled according to seniority for vacation during the same weeks requested.

For the purpose of vacation and leaves of absences the school year is defined as starting the first calendar week after Labour Day and running through the second calendar week of June. The school year does not include the last two (2) calendar weeks of June, Christmas or Spring, or exam breaks. A nurse may request additional vacation days in extenuating circumstances during the school year. Approval for such requests shall not be unreasonably denied.

(e) All vacation schedules must have the approval of the immediate supervisor.

(f) Where a nurse who qualifies for sick leave is on vacation and is:

(i) Hospitalized, or

(ii) Convalescing following hospitalization, or

(iii) In home care under OHIP,

there shall be no deduction from vacation credits for such absence. 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.

In addition to the foregoing, should a nurse, while on vacation, suffer an illness or injury of a degree of significance of seriousness which would be equivalent to those which might otherwise require the type of confinement described in (i), (ii) or (iii) above, they may apply to the Director of Labour Relations, or their designate, for reinstatement of their vacation credits for the period of incapacity. The nurse may be required to provide medical documentation, as provided by the nurse's attending physicians, to substantiate their application.

- 8.04 All vacations in any year shall be determined on the basis of aggregate credited service of the nurse and such service is to include any period or periods of paid leaves of absence due to sickness (certified by a medical practitioner), accident while on duty, leave of absence for Union business and City wide leaves of absence initiated by the Employer. All other periods of absence, other than those noted above, will reduce a nurse's vacation entitlement in the same proportion as the factor by which the period of absence relates to the full calendar year. City wide leaves of absence initiated by the Employer shall be communicated, in writing, to the Union.
- 8.05 A nurse who commences any leave of absence without pay and who has taken vacation in excess of that which has been earned shall have the value of the excess vacation deducted from the final pay prior to the leave of absence.
- 8.06 Part-time nurses shall be paid their vacation entitlement on a bi-weekly basis at the % rate of earnings as outlined below.

Effective Date: January 1, 2011

<u>COLUMN I</u> <u>Years of Service</u>	<u>COLUMN II</u> <u>Vacation Pay</u>	<u>COLUMN III</u> <u>Vacation Time</u>
1 year	4.8%	2 weeks + 2 days
2 years	6.8%	3 weeks + 2 days
6 years	8.8%	4 weeks + 2 days
9 years	9.6 %	4 weeks + 4 days
13 years	10.8%	5 weeks + 2 days
16 years	11.2%	5 weeks + 3 days
18 years	11.6%	5 weeks + 4 days
19 years	12.0%	6 weeks
20 years	12.4%	6 weeks + 1 day
23 years	12.8%	6 weeks + 2 days
26 years	14.8%	7 weeks + 2 days
30 years	16.0%	8 weeks

- 8.07 The scheduling of non-paid vacation leave shall be the same as Article 8.03 (b).

## **ARTICLE 9 – VACATION PAY ON RETIREMENT AND SEPARATION**

- 9.01 (a) A nurse who separates or retires under the Ontario Municipal Retirement System (OMERS) shall be paid vacation pay on the basis of the following:

Each week of vacation pay shall be equal to 2% of the nurse's actual earnings exclusive of overtime, shift premium or other vacation entitlements. Days and partial days shall be pro-rated accordingly.

- (b) (i) Vacation entitlements for nurses employed by the Employer on July 1, 1985 or later who separate or retire from service shall be the relevant percentage as defined in Article 9.01 (a) above for the period between the nurse's last anniversary date (immediately preceding the date the nurse separates) and the date the nurse actually separates or retires from employment with the Employer.
- (ii) Vacation entitlements for nurses employed by the Employer prior to July 1, 1985 who separate or retire from service shall be the relevant percentage as defined in Article 9.01 (a) above for the period between the preceding December 31st and the date the nurse actually separates or retires from employment with the Employer.
- (c) Any vacation carry-over outstanding from a previous year shall be paid as per Article 9.01(a).
- (d) Notwithstanding the vacation entitlements above noted, a nurse who has been granted and taken vacation leave and terminates the nurse's employment with the Employer before the anniversary date as per Article 9.01(b)(i) or 9.01(b) (ii), shall have the unearned portion of vacation leave deducted from the nurse's termination pay.
- (e) Nurses who have not completed one year of service at the time of retirement or separation shall be paid vacation pay at the rate of 4% of their actual earnings until the date of retirement or separation.
- (f) Should death occur to a nurse any non-paid vacation monies owing will be paid to the estate of the deceased person.

## **ARTICLE 10 – TRAVEL ALLOWANCE AND BUSINESS INSURANCE**

- 10.01 The travel allowance paid per kilometre driven on the Employer's business will be the corporate rates in effect at the time the kilometres were driven. As per the corporate travel policy, the rates payable are based on the annual kilometres driven, but will not be less than the rate as of January 1, 2007 is understood the rate of reimbursement per kilometre may change during the term of this agreement.

In addition, each nurse who is required by the Employer to present proof that their auto insurance has been endorsed for business purposes shall be entitled to reimbursement of up to two hundred dollars (\$200) per year upon submission of receipt from their insurer.

Calculation of kilometrage will begin from the nurse's home or office, whichever is closest to the first destination and end where the nurse ends work. If reporting to a place outside the City of Hamilton, kilometrage will be calculated and paid based on the shortest distance from home or home office.

- 10.02 The Employer shall provide free parking for all nurses who qualify under the Employer's City Policy.

Any nurse granted Employer paid parking, as of the date of ratification of this Collective Agreement, is exempted from the subject Employee Parking Policy until such time as they voluntarily leave their current assignment.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

- 11.01 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 Union to the Employer in writing. All grievances shall specify the nature of the grievance and the section or sections allegedly violated.

- 11.02 In order to ensure that any differences between the parties are remedied as quickly as possible the parties agree they shall attempt to resolve issues through an informal complaint process involving their direct Supervisors, prior to filing written grievances.

In the event an issue remains unresolved the parties agree that the following procedure for submitting and dealing with grievances shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended by mutual consent.

Both parties agree an Officer of the Local and/or the Grievance Committee Chairperson or their designate and the grievor shall sign grievances that are submitted. Further, to be considered official, all grievances shall be assigned a unique grievance tracking number.

- 11.03 **STEP ONE:** The Union shall submit a written grievance to the Director, or designate within ten (10) working days of an issue being identified or failure to resolve as per Article 11.02. The grievance may be submitted by hard copy or by using the electronic version as outlined in Article 11.10.

The Director or their designate shall, where practicable, meet with the Grievance Committee, the grievor, and the bargaining unit representative if necessary, within fifteen (15) working days of the receipt of the grievance.

The Director or their designate will issue a response in writing to the Chairperson of the Grievance Committee within ten (10) working days of the above meeting. In the event the Director, or their designate, denies the grievance, they shall state the reasons in writing.

- 11.04 STEP TWO: Failing a satisfactory resolution at Step One the Union may re-submit the grievance to the Director of Employee and Labour Relations within ten (10) working days or upon receipt of the Employer's official response to the grievance.

The Director of Employee and Labour Relations, or their designate shall, where practicable, meet with the Grievance Committee, the grievor, and the bargaining unit representative if necessary, within fifteen (15) working days.

The Director of Employee and Labour Relations, or their designate will issue a response in writing to the Chairperson of the Grievance Committee within ten (10) working days of the above meeting. In the event the Director of Employee and Labour Relations, or their designate, denies the grievance, they shall state the reasons in writing.

- 11.05 Dispute involving;

- (i) a question of general application of or interpretation of the provisions of this agreement, or
- (ii) a group of nurses, or
- (iii) the suspension or dismissal of any nurse or group of nurses, or
- (iv) grievances concerning discrimination, harassment, termination, lay-offs, and recalls

shall proceed immediately to the second step of the grievance procedure at the discretion of the Union.

In the case of a group grievance or a number of grievances arising from a common complaint, the Union 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.

- 11.06 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 12 within thirty (30) calendar days of the receipt of the Director of Employee and Labour Relations, or their designates, response.

By agreement of the parties unresolved grievances may be referred to mediation and or mediation/arbitration. The mediator shall be selected by mutual agreement of the parties and expenses shall be shared equally.

- 11.07 The Grievance Committee shall be composed of three (3) members, one of whom shall be the Chairperson. All members of the Grievance Committee shall

be nurses of the Employer. This Committee may have the assistance of a consultant at any step of the Grievance Procedure.

- 11.08
- (a) The Employer agrees that, at the nurse's option, the nurse may be accompanied by the President of the Local Union, or designate, to any meeting with the Director of Employee and Labour Relations, or designate, where disciplinary action is to be taken and noted on the nurse's file.
  - (b) Each nurse shall have access to the nurse's file within forty-eight (48) hours of the nurse's request for the purpose of reviewing any evaluations or formal disciplinary notations contained therein.
  - (c) Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse twenty-four (24) months following the receipt of such letter, suspension or other sanction.
- 11.09
- 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 13 within thirty (30) calendar days of the receipt of the Director of Employee and Labour Relations.
- 11.10
- The parties agree to the electronic version of the ONA grievance form as provided by ONA, on the following basis:
- (a) The parties agree that an electronic grievance form, once completed, dated, and received bearing an electronic signature, will be valid and binding for the purposes of Article 11 of the collective agreement; and
  - (b) Electronic grievances may be sent via email to the applicable Director, or designate, along with a copy sent to Labour Relations; and
  - (c) The electronic signature of a duly elected Local Representative or the ONA Labour Relations Officer will be accepted as a signed original, and
  - (d) In the event it becomes necessary to proceed to arbitration, the Union undertakes to secure the grievor(s) signature upon a copy of the completed grievance form; and
  - (e) The parties agree not to use, or rely upon, preliminary technical arguments related to the use of the electronic forms, save and except for reasonable arguments related to the filing timelines as set out under Article 11.

## **ARTICLE 12 – MEDIATION/ARBITRATION**

- 12.01
- Upon mutual consent, grievances may proceed through the grievance procedure to a single mediator/arbitrator for the purpose of resolving the grievance in an expeditious and informed manner.

The mediator/arbitrator shall endeavour to assist the parties to settle the grievance by mediation. If the parties are unable to settle the grievance by mediation, the mediator/arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the mediator/arbitrator may establish or limit the nature, extent, and form of the evidence and may impose such conditions as they consider appropriate. The mediator/arbitrator shall give a succinct decision within seven (7) calendar days after completing proceedings, unless the parties agree otherwise.

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

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

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

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

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

12.05 Where there is a single Arbitrator, the Employer and the Union shall share equally the cost of the arbitration proceedings and the cost of the Arbitrator. Where there is a Board of Arbitration, each party shall bear equally the cost of its own Arbitrator and shall bear the cost of the Chairperson and the arbitration proceedings.

- 12.06 The Arbitrator or the Board of Arbitration shall not have authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof.
- 12.07 The decision of the Arbitrator or the Board of Arbitration appointed pursuant to this Article is final and binding on the Employer, the Union, and any nurse affected thereby.
- 12.08 The time limits and other procedural requirements set out in Article 11 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.

### **ARTICLE 13 – LEAVE OF ABSENCE**

- 13.01 Leave of Absence without pay may be granted at the discretion of the Employer, in accordance with the Employer's Policies.

13.02 **Pregnancy and/or Parental Leave**

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

- (a) the service requirement for eligibility for Pregnancy /Parental leave shall be thirteen (13) weeks;
- (b) The nurse shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth, or the sudden coming into care of an adopted child.
- (c) The nurse has the right to extend the Pregnancy/Parental leave to twelve (12) months in total. Written notice by the nurse to extend the leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave;
- (d) A nurse shall be granted thirty-five (35) or thirty-seven (37) weeks of non-paid parental leave [subject to Article 14.03 (a)] for each parent who has worked for thirteen weeks. Natural mothers may take parental leave at the end of the pregnancy leave;
- (e) all other parents must begin this leave no later than fifty-two (52) weeks of the child being born or coming into care;

- (f) a nurse shall be allowed to commence her pregnancy leave no earlier than seventeen (17) weeks before the expected date of delivery;
- (g) parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as their own;
- (h) the nurse shall be entitled to accumulate all seniority and service and shall be entitled to participate in the benefits as prescribed in the Collective Agreement;
- (i) The Employer shall not terminate the employment of or lay off a nurse because of Pregnancy/Parental leave.
- (j) A nurse who is on Pregnancy/Parental leave as provided under this Agreement and who is in receipt of Employment Insurance Pregnancy/Parental benefits pursuant to the Employment Insurance Act, as amended, shall be paid a supplemental employment 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 the nurse's weekly employment insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week employment insurance waiting period, and receipt by the City of the nurse's Employment Insurance cheque stub as proof that they are in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on his/her last day worked prior to the commencement of the leave items their normal weekly hours;

Nurses do not have a right to SEB payments except for supplemental of E.I. benefits for the period of unemployment specified above.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

13.03 Leave of absence with pay shall be granted to the Union to a maximum of forty (40) working days per year for the attendance of members at the annual professional meeting of the Registered Nurses' Association of Ontario, the Ontario Public Health Association, the Canadian Nurses' Association, and the Canadian Public Health Association, provided that the Medical Officer of Health shall have the right to determine which nurse may attend having regard to the efficient operation of the Employer.

13.04 (a) Leave of Absence without pay and without loss of seniority shall be granted upon request to the Employer to nurses elected or appointed to represent the Union on Union business at Union meetings and provided such leave of absence does not interfere with the efficient operations. Such time shall not normally exceed thirty-five (35) working days in each contract year. The Union may request an extension if necessary. Such

request shall be in writing to the Director, or designate, as far in advance as possible and shall contain the names of the appointed nurses plus the date of the meeting.

- (b) Where so designated, nurses on an authorized leave of absence as referred to in Article 13.05 (a), the Employer shall continue the nurse's normal salary or wage payment. The Union shall be invoiced quarterly by the Employer for reimbursement of salary or wages plus the nurse's share of all benefits paid to such nurse during such leave of absence.

## 13.05

- (a) Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 13.05 (a), there shall be no loss of service or seniority for a nurse during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be nurse of the Ontario Nurses' Association. The nurse agrees to notify the Employer of her or his intention to return to work at least twenty-eight (28) calendar days prior to the date of such return.

Leave of absence under this provision shall be in addition to Union leave provided in Article 13.05 (a) of this Agreement.

Notwithstanding the above, the Employer and the Union may make alternate arrangements in respect to salary and benefit continuation.

- (b) Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she or he may require to fulfil the duties of the position. Reasonable notice - sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. Notwithstanding Article 13.05 (a), there shall be no loss of seniority or service for a nurse during such leave of absence. Leave of absence under this provision shall be in addition to Union leave provided in Article 13.05 (a) of this Agreement.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

## 13.06

A nurse shall be granted five (5) regularly scheduled consecutive work days bereavement leave, without loss of pay or benefits, on the death of a spouse, common-law spouse, same sex partner, a parent, step parent, adopted or foster

parent of the nurse or the nurse's spouse, a child, step-child, or foster child of the nurse or the nurse's spouse, a grandparent, step grandparent, grandchild or step grandchild of the nurse or of the nurse's spouse, the spouse of a child, the nurse's brother or sister, the nurse's parent-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

Such bereavement leave shall be taken at the time of that bereavement or at the time the nurse received notification of such bereavement. Proof of bereavement may be required by the Director of Employee and Labour Relations, or designate. The definition of immediate family shall be deemed to apply equally to nurses engaged in a common-law relationship who are deemed to be spouses pursuant to the Family Law Reform Act, as amended.

Where the burial occurs outside the Province, reasonable travelling time up to five (5) working days without pay may be granted at the discretion of the nurse's Director, or designate.

In order to receive the paid leave provided for in this Clause, absence must result in loss of time and pay from a regular shift and the nurse must have worked the day before or the day after, provided that a nurse granted leave without pay for compassionate purposes within fourteen (14) calendar days prior to death shall not lose benefits under this Clause.

- 13.07
- (a) A nurse, who is required to serve as a juror or as a witness in any court, shall be paid their regular rate of pay for their normally scheduled working hours for any day or part of a day that they are absent because of such service. Jury duty pay and Witness fees less reasonable expenses incurred by the nurse as a result of serving as a juror or as a Witness, shall be paid to the Finance Department of the Employer on receipt thereof by such nurse.
  - (b) A nurse who is required to serve as a witness in any court or quasi-judicial body for a matter arising from their duties with the Employer, on a non-scheduled working day, may request that their schedule of days off be altered to allow attendance to be scheduled on a regular working day. It is specifically understood that the granting of this request is dependent upon operational requirements and, in any event, is not to result in any additional cost to the Employer.
  - (c) A nurse may elect to use vacation days or lieu days in order to attend to jury or court duty. In such case, the nurse will retain all fees paid to them by the court.
- 13.08
- (a) Any nurse who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay but without loss of seniority, by the Employer, for a period of up to one (1) year. Such leave of absence may be renewed upon written application of the nurse during the nurse's period of office and approval of the Employer.

- (b) While on such leave of absence as set out in Article 13.09 (a), the nurse may make the full contribution to continue the nurse's medical, hospital, and other benefits under this Agreement. However, there shall be no obligation by the Employer to make contribution to any of the foregoing premiums on the nurse's behalf.

### 13.09 Prepaid Leave Plan

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

- (a) The plan is available to nurses wishing to spend 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 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 a twelve (12) month period as may be agreed upon by the nurse, the local Union and the Employer. There shall be four (4) nurses allowed off at any one time.
- (d) Written applications for the purpose of pursuing further formal education will be reviewed by the Director or designate or her/his 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 the 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 the case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will endeavor 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 her 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 she shall be given a comparable position.
- (m) Final approval for entry into the prepaid leave plan program will be subject to the nurse entering into 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 14.10 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.

13.10 The Employer shall provide Family Medical Leave as per the Employment Standards Act.

13.11 The Employer shall provide Compassionate Care Leave as per the Employment Standards Act.

**ARTICLE 14 – BENEFIT PLANS**

- 14.01 The benefits provided hereunder shall continue for the life of this Agreement.
- 14.02 The Employer shall pay the full cost of the premiums for all benefits provided hereunder.
- 14.03 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 two (2) times the annual basic wage rate of the nurse to the nearest one thousand dollars.
  - (b) Extended Health Care plan as per attached Appendix “C”.
  - (c) Dental care plan, as per the attached Appendix “C”.
  - (d) Short Term Income Protection as detailed in the attached Appendix “A”. The provisions of the "Cumulative Sick Leave Allowance" By Law 78-74, as amended, shall continue as modified by the Income Protection Plan.
    - (i) In order to qualify for short-term disability benefits, nurses must provide a fully completed short-term disability claim form, attached hereto as Appendix “D”.
    - (ii) Claim forms covering any illness/injury will not be accepted by the Employer and the nurse will not be eligible for STD benefits for the absence in question, unless the form is submitted within fourteen (14) calendar days from the date the nurse’s obligation to provide documentary verification of their absence first arose under the Regulations.
  - (e) Long Term Disability protection as detailed in the attached Appendix “B”.
  - (f) Accidental Death and Dismemberment (A.D.& D.) as per the attached Summary of Benefits, Appendix “C”.
- 14.04 All full-time nurses shall be enrolled in the Ontario Health Insurance Plan (O.H.I.P.)
- 14.05 All full-time nurses shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer shall pay only the Employer’s required contributions.
- 14.06 Subject to future amendments to the Ontario Human Rights Code, the following provisions regarding benefits will apply to Nurses work after having attained the age of 65:
- (a) Full time nurses who would otherwise qualify for full benefits will receive:

- (i) in respect of any regular OMERS contributions that the nurse is permitted or required to make and does make, the employer's corresponding contribution;
  - (ii) subject to paragraph (c), prescription drug benefits for drugs other than those ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto;
  - (iii) Extended Health Care Benefits (other than for prescription drugs), Dental Benefits and STD benefits; and
  - (iv) a non-taxable death benefit in the amount of \$10,000.00, payable to the nurse's estate or designate in the event the nurse dies prior to termination or retirement.
- (b) Full time nurses who would otherwise qualify for full benefits will not receive:
- (i) other than the above-mentioned STD and death benefits, any form of life, dismemberment or disability insurance that would otherwise be provided or made available, including, without limitation, Long Term Disability benefits, Basic Life Insurance, Optional Life Insurance, Dependants' Life Insurance and Accidental Death and Dismemberment benefits; and
  - (ii) subject to paragraph (c), prescription drug benefits for drugs ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto.
- (c) In the event that the Ontario Drug Benefit Plan or any successor thereto is amended such that full time nurses who have attained the age of 65 are, or may become ineligible, to receive prescription drug benefits under that Plan in certain circumstances, the Employer and the Union will consider whether it is necessary or appropriate to amend the provisions of clauses (a)(ii) and (b)(ii), and if so, they will negotiate alternate provisions respecting prescription drug benefits that do not result in a greater overall cost to the employer than would have been incurred in the absence of such amendments.

14.07 A part-time nurse who continues to work beyond their sixty fifth (65<sup>th</sup>) birthday will receive benefits in accordance with Article 14.13

14.08 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 Union prior to the change.

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

14.10 Every nurse shall be fully responsible for keeping the Employer informed of changes in the nurse's marital status or number of dependents. A nurse who is entitled to a reduced hospitalization or medical benefit premium because of a change in dependency or marital status and who fails to notify the Employer of such change shall be responsible for the extra premium expense paid by the Employer on the nurse's behalf, and this extra cost shall be deducted from the nurse's wages.

14.11 Benefits outlined in Appendix "C" will be available under the Retiree group to any nurse meeting the following criteria;

A former nurse who:

- (a) Retired from the Employer under the OMERS 90 factor; or,
- (b) Retired from the Employer early on the OMERS 90 factor, is between the ages of 55 and 65 years, and, at the date of retirement had twenty (20) continuous years of employment with the Employer; or,
- (c) Notwithstanding (b) above, any nurse who retires between June 29, 2005 and June 29, 2013 and who meets the eligibility of being fifty-five (55) to sixty-five (65) years of age and has ten (10) years of service with the City of Hamilton will be eligible for retiree benefits; or
- (d) Was terminated for non-disciplinary reasons, while in receipt of LTD benefits:

is eligible for the following benefits,

- (i) Extended Health Care Plan
- (ii) Dental Care Plan

subject to the conditions that,

- (i) These benefits will only be provided if similar coverage is not available to the former nurse from another source (i.e. other employment or spousal coverage); and,
- (ii) These benefits will terminate on the last day of the month in which the former nurse attains the age of 65 years. The benefits continue for the spouse and dependents until the spouse attains the age of 65; and,
- (iii) These benefits terminate upon the death of the former nurse. The benefits continue for the spouse and dependents until the spouse attains the age of 65; and,
- (iv) Benefits will be provided in accordance with the terms of the current Plan.

- (v) The above benefit coverage will only be available to a former nurse and their dependants who maintain eligibility in a provincial health plan.
- (vi) Only one (1) spouse will be covered at any time. Further, an eligible spouse shall be defined as, the spouse at the date of retirement or termination (LTD).
- (vii) In the case of a former nurse while in receipt of LTD benefits, these benefits terminate at the same time as their LTD benefits. If LTD benefits continue to age 65, these benefits will terminate on the last day of the month in which the former nurse attains the age of 65 years.

#### 14.12 Retiree Life Insurance

Employee life Insurance will be provided at the rate of one and one-half (1-1/2) times the annual basic wage rate of the nurse at the time of retirement, rounded to the nearest one thousand dollars (\$1,000) to any nurse meeting the following requirements:

A former nurse who:

- (a) Retired from the Employer under the OMERS 90 factor; or,
- (b) Retired from the Employer early on the OMERS 90 factor, is between the ages of 55 and 65 years, and, at the date of retirement had twenty (20) continuous years of employment with the Employer; or,
- (c) Notwithstanding b) above, any nurse who retires between June 29, 2005 and June 29, 2013 and who meets the eligibility of being fifty-five (55) to sixty-five (65) years of age and has ten (10) years of service with the City of Hamilton will be eligible for retiree life insurance; or
- (d) Was terminated for non-disciplinary reasons, while in receipt of LTD benefits:

subject to the conditions that,

- (i) The above benefit coverage terminates on the last day of the month in which the nurse attains age 65, or date of death, whichever is earlier.
- (ii) Governed by the exact terms and conditions of your group benefits as described in the contract held by your employer.

14.13 All part-time nurses shall receive in addition to the hourly rate as prescribed in Schedule "A", an amount equal to 12% of the hourly rate in lieu of the following

fringe benefits which are paid to full-time nurses as described in Article 14.03 and 14.04.

Part-time nurses shall be paid the above percentage in lieu of benefits on a bi-weekly basis.

All part-time nurses required to participate in the OMERS pension plan under OMERS regulations shall be enrolled. The Employer shall make the Employer's required contributions and the nurse shall receive 6% in lieu of benefits rather than as noted above.

It is further understood that, subject to current pension regulations, OMERS contributions and/or pay in lieu of pension contributions shall cease when the nurse attains the age of 69.

- 14.14 It is understood that all part-time nurses employed on or before June 29, 2005 who are required to participate in the OMERS pension plan shall receive eight (8%) percent in lieu of benefits.

#### **ARTICLE 15 – MISCELLANEOUS**

- 15.01 The Employer and Union shall share equally the cost of printing the Collective Agreement.
- 15.02 The Employer will provide the bargaining unit with a folder on the "N" Drive for the purposes of the Union Executive to share information with its membership. It is understood that there shall be no information shared or stored on the Employer's system that violates the Computer and Technology Acceptable Use Policy.
- 15.03
- (a) A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the nurse.
  - (b) Each nurse shall have reasonable access to all her personnel files for the purpose of reviewing their content in the presence of her Manager. A copy of the evaluation will be provided to the nurse at her request. No document shall be used against a nurse where it has not been brought to her attention in a timely manner.
  - (c) Any letter of counsel, reprimand, suspension or other sanction will be removed from the record of a nurse and destroyed in her presence twenty-four (24) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for twenty-four (24) months. Letters of counsel will not be subject to the grievance process.

- 15.04 Where a nurse is required by the Employer to be immunized, the Employer agrees to provide or reimburse nurses for the cost of immunizations not covered by OHIP. Where a prophylactic alternative to immunization is available it may be taken as a substitute to immunization where appropriate based on medical or religious grounds. It is understood that the Employer cannot force a nurse to be immunized or to take the prophylactic alternative without their consent. It is further understood that where such immunization (or the prophylactic alternative to immunization) is required in order for the nurse to attend work and the nurse refuses the immunization or its substitute, they may be placed on non-paid leave with no loss of seniority. In this event the Employer agrees to take reasonable steps to accommodate workers through alternate work arrangements.

#### **ARTICLE 16 – DURATION OF AGREEMENT**

- 16.01 This Agreement shall commence on the 1st day of January, 2015 and ending on the 31st day of December, 2018 and shall be automatically renewed from year to year unless within a period of ninety (90) calendar days prior to the 31st day of December, 2018 or prior to the expiry date in any year subsequent thereto, either party proposing to change or alter this Agreement shall give to the other party written notice of requested changes or alterations in this Agreement and both parties shall thereupon negotiate in good faith with respect to the matters it is proposed to change or alter and the remaining provisions shall automatically be renewed as aforesaid.

#### **ARTICLE 17 – RETROACTIVE PAY**

- 17.01 For those no longer in the employ of the Employer, the Employer shall give notice of their entitlement to retroactive increases by ordinary mail to the last place of residence listed in the Employer's records, with a copy of the notice to be sent to the Union. Only those former nurses who apply within thirty (30) calendar days of the date of mailing of the notice shall be entitled to receive money under this retroactivity provision.

#### **ARTICLE 18 – PROFESSIONAL DEVELOPMENT AND EDUCATION**

- 18.01 Nurses, within the spirit of the Public Health Services Learning and Development Policy, shall have the opportunity for learning and development through learning events designed to assist the individual to function in a more efficient and effective manner. The following conditions shall include:
- (a) Each nurse will be given an opportunity to attend learning event(s) equivalent to a minimum of three (3) calendar days per full time nurses and a pro-rated amount for part time nurses, based on the individual and program needs. Attendance is subject to the approval of the Employer.

Payment for all hours in attendance at approved learning events will be at the nurse's straight time hourly rate.

- (b) The Employer recognizes that there are certain curriculum courses of study which nurses may take in order to enhance their knowledge and better fit them for employment with the Employer. In these cases, the Employer shall consider applications for leave of absence of a nurse under the conditions set out in Article 18.02.
- (c) A probationary nurse may request to attend learning events and curriculum courses as outlined in Article 18.01 (a) and 18.01 (b), and subject to the approval of the nurse's manager.
- (d) When a full-time nurse is approved to attend a learning event, on a day the nurse is not scheduled to work, the nurse will be given a substitute scheduled working day off, with pay, to be used within twenty-one (21) calendar days.

18.02 Educational leave for purposes other than outlined in Article 18.01 (a) and (d) shall be granted under the following conditions:

- (a) such leave shall not exceed eighteen (18) calendar months;
- (b) leave shall be without pay or benefits;
- (c) the nurse will retain but not accumulate seniority during this leave;
- (d) approval shall be granted only by the City Manager or designate on written application by the nurse;
- (e) extension of such leave may be granted only as approved by the City Manager or designate on written application by nurse three (3) months prior to the expiration of the time limit outlined in (a).
- (f) the nurse may continue defined benefits at the nurse's expense; i.e. life insurance, dental, O.H.I.P., major medical.

**LETTER OF UNDERSTANDING**

**Between:**

**The City of Hamilton (Hamilton-Wentworth Public Health Unit)**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**Re: School Program**

The City of Hamilton and the Ontario Nurses' Association agree that nurses (including full-time and part-time) assigned to the School Program may request a non-paid leave of absence from the third week of June through to Labour Day. Such request is subject to the Employer's approval. Requests shall be approved based on operational need, and taking into account seniority.

The following are the conditions of this agreement:

- (1) The leave of absence as provided for in this Letter of Understanding may be cancelled by the nurse upon reasonable notice being given to the Employer.
- (2) Nurses electing to take the leave of absence shall apply, in writing, to the Director, or designate by April 1 of each year. Notice of acceptance by the Director, or designate will be received by May 15 of the year in question.
- (3) It is understood that nurses on this non-paid leave of absence should they elect to be otherwise employed and become injured under WSIB within that employment are not entitled to the benefits of STD as prescribed in the terms of this Collective Agreement.
- (4) The parties agree that all the terms of the Collective Agreement shall apply, save and except those provisions modified in this letter.
- (5) The current Collective Agreement shall be amended to specifically reflect this non-paid leave of absence as follows:

ARTICLE 7.01 - Payment for the following paid holidays may be affected and shall be determined by the effective day of the leave of absence: Canada Day (July 1); Civic Day; Labour Day.

ARTICLE 14 -The Employer agrees to maintain all benefits during the period of the leave of absence as outlined in the Collective Agreement excluding OMERS or as otherwise specifically mentioned in this letter.

ARTICLE 14.03(a) - Life Insurance will be based on the nurse's basic annual wage rates to the nearest one thousand dollars.

Nurses accepting a non-paid leave of absence pursuant to this letter of understanding shall not be eligible for either STD or LTD benefits during the period of non-paid leave of absence up to their date of recall.

**LETTER OF UNDERSTANDING**

**Between:**

**The City of Hamilton (Hamilton-Wentworth Public Health Unit)**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**Re: Secondments**

A nurse who is seconded to other organizations will:

- (a) receive benefits and pay from the City of Hamilton
- (b) accrue service/seniority for all hours worked;
- (c) have all entitlements under the City/ ONA Public Health Collective Agreements;
- (d) be covered by the City of Hamilton and ONA Public Health Agreement.

When requested by the nurse, the Employer will make all reasonable efforts to return the nurse to his/her former assignment.

A document outlining the duties and the hours of work of the secondment will be signed by the nurse and the Director, or designate. A copy of the signed document will be forwarded to the ONA Bargaining Unit President.

**LETTER OF UNDERSTANDING**

**Between:**

**The City of Hamilton (Hamilton-Wentworth Public Health Unit)**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**Re: Bridging**

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

W.S.I.B.

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

LTD

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

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

**LETTER OF UNDERSTANDING****Between:****The City of Hamilton (Hamilton-Wentworth Public Health Unit)****And:****ONTARIO NURSES' ASSOCIATION****Re: Distribution of Overtime for Full-Time Nurses**

The parties, as noted above, agree that full-time nurses will be offered overtime, as authorized by the Employer in the following sequence:

- (1) Nurses shall not be entitled to overtime unless such has been pre-authorized by the Employer.
- (2) Overtime will first be offered to the nurse, in a program or team, who is regularly assigned the duties on a daily basis (i.e. nurses assigned to a school will be offered the overtime first if such overtime is directly tied to that school assignment).
- (3) Overtime will be offered within a program or team as may be appropriate.
- (4) If, in accordance with #2 above, the nurse who is regularly assigned the work chooses not to accept the offer of overtime, the overtime will be offered to other nurses, who have the necessary skills, on a voluntary basis starting with the most senior nurse. Thereafter overtime will be offered on a rotating basis starting with the next senior nurse, etc., until the entire volunteer list has been exhausted and then repeat starting with the most senior. In the event that no volunteers are available and the work must be assigned to junior nurses, it is understood that these junior nurses will not be assigned more than three (3) times per year.
- (5) Any nurse that is senior and who has volunteered to work overtime but was missed in the offer of an overtime opportunity shall not be entitled to payment for the missed opportunity, but such nurse will be offered the next available overtime as may be appropriate.
- (6) For scheduled overtime, the nurses shall be allowed until 12:00 p.m. of the next working day to respond to the request. Failing a response from the nurse, the Employer may assign the next most senior etc., available volunteer.
- (7) Where the requirement for overtime is immediate (within 48 hours), the Employer will offer the overtime to nurses with the appropriate skills, in order of seniority, to the first nurse who responded to the request, without any time delays. Should this occur over the weekend, the nurse(s) shall have the option of taking payment in time or money.

- (8) This agreement shall remain in full force and effect for the life of the Collective Agreement and shall be a subject of negotiations for bargaining the renewal agreement.

**LETTER OF UNDERSTANDING**

**Between:**

**The City of Hamilton (Hamilton-Wentworth Public Health Unit)**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**Re: Work Assignments**

In the event that the Employer assigns work to an individual nurse or group of nurses such that they have cause to believe that they are being asked to perform work of a quality or in a manner that is, inconsistent with standards established by the College of Nurses, they shall communicate concern(s) to the immediate manager as soon as possible of the alleged concern(s) or at the latest within fourteen (14) calendar days.

If the concerns are not addressed to the satisfaction of both parties, the matter may be placed on the agenda of the next Labour Management Committee meeting. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties in keeping with the procedures developed by the committee.

**LETTER OF UNDERSTANDING****Between:****The City of Hamilton (Hamilton-Wentworth Public Health Unit)****And:****ONTARIO NURSES' ASSOCIATION****Re: Nursing Graduate Guarantee Initiative**

The Nursing Graduate Guarantee is part of the Ontario Ministry of Health and Long-Term Care's Health Human Resource Strategy – HealthForceOntario. It is an initiative aimed at ensuring that every new nursing graduate who wishes to work full time in Ontario will have that opportunity. With respect to this initiative, the Employer will ensure the following:

- (1) New Graduate bridging positions are posted on HFOJobs by accessing the job portal through [www.healthforceontario.ca](http://www.healthforceontario.ca), specifying that it is a New Nursing Graduate Bridging Position.
- (2) The Employer's usual interview process is followed with any New Graduate(s) who the Employer wishes to consider for a bridging position.
- (3) Any selected New Graduate is offered a temporary, full time, above staffing complement bridging position using the HFOJobs online portal. The New Graduate will be covered by the following articles from the collective agreement: Article 7 – holidays, Article 10 – travel allowance and business insurance, and Article 18.01 professional development.
- (4) The Employer will provide the ONA 50 (Public Health) Bargaining Unit President on an ongoing basis:
  - (i) The names, start dates and Division of all nurses hired into supernumerary positions during the duration of this Letter of Understanding.
  - (ii) Copies of all PHN job postings and the names of the successful incumbents so ONA can confirm to the Ministry that these are supernumerary positions
- (5) The New Graduate will be mentored as determined by the hiring manager.
- (6) The New Graduate has provided proof in writing that they have received Temporary Registration with the College of Nurses before commencing employment.

- (7) The New Graduate is paid the same salary and benefits as a temporary fulltime non-registered public health nurse (95% of Level 1) as per Schedule "A" of the City of Hamilton and Ontario Nurses' Association (Public Health Unit) Collective Agreement."
- (8) The New Graduate is provided with an extended orientation above staffing complement for a minimum period of three months during which the New Graduate cannot apply for any permanent or temporary positions.
- (9) After a minimum period of three months the New Graduate may apply for any permanent full time PHN position that is posted internally as per the usual process.
- (10) Where it is determined the period of any of the supernumerary positions can be reduced, i.e. the New Graduate posts into a permanent position after three months, a meeting will be held between the parties to determine how the remaining funding for the positions will be re-invested into current PHN roles or opportunities.
- (11) The New Graduate will continue to be provided with an extended orientation above staffing complement for an additional three months (up to six months total), unless s/he is bridged into a permanent, full time position at an earlier date.
- (12) If the New Graduate is not hired into a permanent, full time position within or immediately following the six-month bridging position, the Employer will fund and provide at a minimum a six-week temporary full time position. If the New Graduate completes the program and there are no permanent or temporary positions for them to transition into, this will not be considered a lay off.
- (13) In the event that there is a lay-off of ONA union staff during the period of time that the New Graduate is employed through this initiative, Management will not assign work of the laid off ONA members to the Graduate.
- (14) The ONA 50 (Public Health) Bargaining Unit President will get a verbal status report on the New Nursing Graduate Initiative at each Labour Management Committee (LMC) meeting. The Director will provide a formal report to the LMC upon completion of each New Nursing Graduate's participation in the initiative.
- (15) At the end of the supernumerary positions, the Union will be notified of the status of each of the new graduate nurses.

**LETTER OF UNDERSTANDING**

**Between:**

**The City of Hamilton (Hamilton-Wentworth Public Health Unit)**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**Re: Seniority**

The parties agree to the following terms and conditions as the mutually agreed procedure for establishing seniority where a tie in seniority dates exist for full-time or part-time nurses;

The procedure for breaking identical seniority dates for full-time or part-time nurses will be a two tier process whereby a nurse only proceeds to the next step if the previous step does not break the tie, or such information is not available:

Step 1: The date of hire as a nurse with the Corporation;

Step 2: A random draw will be used to determine the order of seniority whereby the name of the tied candidates will be placed in a suitable container that holds the names from plain sight. An impartial individual will choose one name first, and then proceed to choose, one name at time until the appropriate number of names are selected in order. The first name becomes the first in seniority and so on. The Bargaining Unit President or designate will be present during the selection process.

It is further understood that with respect to Step 1, the date of hire relates to that of a nurse with the Corporation and not as a member within the bargaining unit. In other words, if an individual was hired by the Corporation for a position other than with ONA local 50 - Public Health Unit, and then subsequently obtained a position with ONA local 50 -Public Health Unit, it is the individual's hire date with the Corporation, not the hire date within Local 50 Public Health Unit.

**SCHEDULE "A" – SALARY SCHEDULE**

January 1, 2015 – 1.5%

January 1, 2016 – 2.0%

January 1, 2017 – 2.0%

January 1, 2018 – 2.0%

Classification	Effective	Effective	Effective	Effective
<b>PUBLIC HEALTH NURSE</b>	<b>01-Jan-15</b>	<b>01-Jan-16</b>	<b>01-Jan-17</b>	<b>01-Jan-18</b>
Health Promotion Specialist*	<b>1.50%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
<b>1ST YEAR</b>	32.221	32.865	33.522	34.192
<b>2ND YEAR</b>	32.777	33.433	34.102	34.784
<b>3RD YEAR</b>	33.730	34.405	35.093	35.795
<b>4TH YEAR</b>	35.173	35.876	36.594	37.326
<b>5TH YEAR</b>	35.938	36.657	37.390	38.138
<b>6TH YEAR</b>	37.581	38.333	39.100	39.882
<b>7TH YEAR</b>	38.707	39.481	40.271	41.076
<b>8TH YEAR</b>	40.296	41.102	41.924	42.762
<b>9TH YEAR</b>	41.895	42.733	43.588	44.460
<b>10TH YEAR</b>	43.494	44.364	45.251	46.156

Classification	Effective	Effective	Effective	Effective
<b>REGISTERED NURSE</b>	<b>01-Jan-15</b>	<b>01-Jan-16</b>	<b>01-Jan-17</b>	<b>01-Jan-18</b>
Physical Activity Specialist*	<b>1.50%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
<b>1ST YEAR</b>	29.118	29.700	30.294	30.900
<b>2ND YEAR</b>	29.618	30.210	30.814	31.430
<b>3RD YEAR</b>	30.474	31.083	31.705	32.339
<b>4TH YEAR</b>	31.775	32.411	33.059	33.720
<b>5TH YEAR</b>	32.468	33.117	33.779	34.455
<b>6TH YEAR</b>	33.937	34.616	35.308	36.014
<b>7TH YEAR</b>	34.952	35.651	36.364	37.091
<b>8TH YEAR</b>	36.383	37.111	37.853	38.610
<b>9TH YEAR</b>	37.821	38.577	39.349	40.136
<b>10TH YEAR</b>	39.260	40.045	40.846	41.663

\*This classification is cross-jurisdictional between ONA and CUPE. See MOS December 19, 2006.

Classification	Effective	Effective	Effective	Effective
<b>NURSE PRACTITIONER</b>	<b>01-Jan-15</b>	<b>01-Jan-16</b>	<b>01-Jan-17</b>	<b>01-Jan-18</b>
	<b>1.50%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
<b>1ST YEAR</b>	49.067	50.048	51.049	52.070
<b>2ND YEAR</b>	49.934	50.933	51.952	52.991
<b>3RD YEAR</b>	50.815	51.831	52.868	53.925
<b>4TH YEAR</b>	51.710	52.744	53.799	54.875
<b>5TH YEAR</b>	52.620	53.672	54.745	55.840
<b>6TH YEAR</b>	53.536	54.607	55.699	56.813
<b>7TH YEAR</b>	54.478	55.568	56.679	57.813
<b>8TH YEAR</b>	55.444	56.553	57.684	58.838
<b>9TH YEAR</b>	56.424	57.552	58.703	59.877
<b>10TH YEAR</b>	57.419	58.567	59.738	60.933

## **INCOME PROTECTION PLAN**

This Plan Is comprised of two parts:

1. Short Term Income Protection Plan
2. Long Term Income Protection Plan

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

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

## **SECTION A**

### 1. INTRODUCTION TO INCOME PROTECTION PLAN

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

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

### 2. DEFINITIONS

For the purposes of this plan the following terms are defined:

Nurse: A nurse is one who is full time, unionized and has completed probation and is covered by a contractual union agreement which includes the Income Protection Plan.

Short Term Disability: A period of disability resulting from non-occupational illness/injury as determined by a qualified medical practitioner, which prevents employee nurse from attending work and which extends for a period of not more than twenty six (26) weeks.

Long Term Disability: A period of total disability resulting from non-occupational illness/injury, as determined by a qualified medical practitioner, which prevents s nurse from attending work and which extends for a period of more than twenty six (26) weeks.

Pay: For the purpose of this plan, a week's pay for hourly paid employees 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, or other increments. It is understood that the weekly amount payable under this plan will at least match the income benefits EI would pay based on the employee's insurable earnings.

**APPENDIX "A" – SHORT TERM INCOME PROTECTION PLAN**

3. Short-term coverage will apply to disabilities lasting up to twenty-six (26) weeks and pay will be continued in accordance with the following:
- (a) Nurses shall be entitled to Short Term coverage as follows:
- From date of eligibility until completion of one (1) year of service – 26 weeks at 66 2/3% pay.
- (b) Nurses with one (1) or more years of service shall be entitled to short term income protection based on the following table:
- (i) Nurses who have completed one (1) full year of service shall have two (2) weeks entitlement to short-term income protection at 100% of pay and 24 weeks at 66 2/3% pay;
- (ii) Nurses who have completed two (2) years of service shall have three (3) weeks entitlement to short-term income protection at 100% of pay and 23 weeks at 66 2/3% pay;
- (iii) Nurses who have completed three (3) years of service shall have four (4) weeks entitlement to short-term income protection at 100% of pay and 22 weeks at 66 2/3% pay;
- (iv) Nurses who have completed four (4) years of service shall have five (5) weeks entitlement to short-term income protection at 100% of pay 21 weeks at 66 2/3% pay;
- (v) Nurses who have completed five (5) years of service shall have six (6) weeks entitlement to short-term income protection at 100% of pay and 20 weeks at 66 2/3% pay;
- (vi) Nurses who have completed six (6) years of service shall have seven (7) weeks entitlement to short-term income protection at 100% of pay; 19 weeks at 66 2/3% pay
- (vii) Nurse who have completed twenty-five (25) years of service or more shall have twenty-six (26) weeks entitlement to short-term income protection at 100% of pay;
- (c) Absences extending for a time frame beyond that for which accrued 100% weeks are available are covered at 66 2/3% of pay.
- (d) Nurses who currently have a higher number of weeks entitlement at 100% than the number of weeks entitlement noted above shall have their entitlement frozen at the higher level. Each nurse will be advised of the number of 100 % weeks entitlement they have within thirty (30) days of ratification.

- (e) A Nurse who is not present at work on becoming eligible for additional weeks shall have their entitlement increased following their return to work.

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

- (a) Payments from the previous-noted schedule will be made on the following basis with the provision that any absence due to non-occupational illness/injury will constitute an occasion:
    - (i) from the first day of absence for the first three occasions of absence in a calendar year, and
    - (ii) from the second day of the fourth absence in the calendar year, and
    - (iii) from the third day of the fifth absence in the calendar year, and
    - (iv) from the fourth day of the sixth and subsequent absences in a calendar year.
  - (b) Where available, sick leave credits may be used to replace the non-paid days as provided for in (b), (c), and (d) above.
  - (c) When a nurse can demonstrate to the Employer that he/she can only attend his/her physician as part of regular ongoing treatments during the day, the absences shall collectively constitute one occasion for the purposes of this plan. In order for this to occur, the a nurse must provide the Employer with documentation from his/her physician at the commencement of the ongoing treatment program, outlining the anticipated schedule for treatments, including dates when the series will likely commence and cease.
  - (d) A nurse shall be provided up to seven (7) hours for doctor appointments in any calendar year, the utilization of which shall not constitute an occasion for the purpose of this plan.
4. Payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability.
- (i) Successive absences due to the same or a related cause will be considered as one continuous period of disability unless separated by return to active employment for a period of three (3) months.
  - (ii) A disability due to a different cause will be considered a new period after a return to active employment for one month.
5. (a) No benefits will be payable during a period of pregnancy leave of absence to which a nurse is entitled under the Employment Standards Act, or during any such longer period of pregnancy leave for which the nurse has applied and been approved by the Employer.
- (b) Short term disability payments will be offset by any disability benefits payable to the a nurse from the Canada Pension Plan.

- (c) The Employer will continue to pay benefits costs including Extended Health Care and Dental Care, Life Insurance, Accidental Death and Dismemberment (AD&D) benefits, and any other applicable benefits negotiated as long as the nurse remains qualified to receive STD or LTD benefits or until his/her 65th birthday, whichever comes first. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

## REGULATIONS

- 6.
  - (a) A nurse shall, on the first day of non-occupational illness/injury, report or cause to report such non-occupational illness/injury, to his/her Department Head or Supervisor.
  - (c) A nurse who fails to report on the first day that he/she is absent from work due to non-occupational illness/injury, shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
  - (c) Upon receiving notice of an Employee's non-occupational illness/injury, the Department Head or Supervisor shall, on the same day, report such illness/non-occupational injury on the Daily Absence Status Report as provided by Return to Work Services.
  - (d) A nurse whose non-occupational illness/injury, extends to the sixth working day shall, on or before the sixth working day, file a claim form with Return to Work/Work Accommodation Services. The cost for completion of the form shall be the responsibility of the employee.
  - (e) Where the Department Head or Supervisor has reason to believe that absence of the nurse was not due to non-occupational illness/injury, the Department head may demand a claim form for one day of absence which shall be provided to Return to Work/Work Accommodation Services.
  - (f) A nurse whose non-occupational illness/injury, extends to fifteen (15) consecutive working days shall, on the fifteenth (15th) day and for every subsequent fifteen (15) working days, file a claim form with Return to Work/Work Accommodation Services.
  - (g) A Nurse failing to file a claim form pursuant to Regulation (iv) or Regulation (v) or Regulation (vi) shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
- 7. The Head of a Department is responsible for reporting to Human Resources all cases of non-occupational illness/injury, periods of lay-off, termination of service, and absenteeism relative to administration of the Income Protection Plan.

8. Human Resources
  - (a) shall keep a record of all sick leave and accumulated credits and
  - (b) shall notify those responsible for Department payrolls, when an Employee is not, or has ceased to be eligible for sick leave benefits.
9. On retirement or death of a nurse Human Resources shall advise those responsible for Department payrolls of the number of days of cumulative sick leave standing to the credit of an Employee at the date of his/her retirement or death.

**APPENDIX "B" – LONG TERM DISABILITY PLAN**

## 10. ELIGIBILITY

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

## 11. EFFECTIVE DATE OF BENEFITS

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

## 12. LONG TERM DISABILITY BENEFIT

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

## 13. MONTHLY BENEFIT

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

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

## 14. COMMENCEMENT OF BENEFITS

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

15. BENEFIT PERIOD

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

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

16. (i) DEFINITION OF TOTAL DISABILITY

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

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

(ii) RECURRENT DISABILITIES

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

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

17. REHABILITATIVE EMPLOYMENT

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

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

18. WAIVER OF PREMIUM

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

## 19. TERMINATION OF EMPLOYMENT

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

## 20. EXCEPTIONS AND LIMITATIONS

Benefits are not payable for the following:

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

## 21. COST OF THE PLAN

The premiums will be paid in full by the City

## 22. TAXABILITY OF BENEFITS

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

## 23. CLAIMS

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

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

**SECTION E**NOTES:

## 24. SICK LEAVE CREDITS

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

**APPENDIX “C” – SUMMARY OF BENEFITS**

**CITY OF HAMILTON**

**ONA 50 –ACTIVE EMPLOYEES**

**IMPORTANT INFORMATION:**

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

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

You can contact Manulife Financial at  
1-866-769-5556

Or visit our website at:

[www.manulife.ca/groupbenefits/securereserve](http://www.manulife.ca/groupbenefits/securereserve)

## **SUMMARY OF BENEFITS**

### **Benefits Underwritten By The Manulife Financial Assurance Company**

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

#### **ELIGIBLE EMPLOYEES**

All Employees who are eligible will be insured based on the terms of the union agreement with The City of Hamilton.

#### **ELIGIBLE DEPENDENTS**

Dependents (if applicable) include:

- (i) your legally married spouse or a person of either sex with whom you have continuously cohabited for a period of at least one year in a common-law relationship;
- (ii) unmarried, unemployed children under the age of 21 years, including newborns;
- (iii) unmarried, unemployed dependent children to any age who are incapable of self-sustaining support or employment by reason of mental or physical disability;
- (iv) unmarried, unemployed dependent children under 25 years of age in full-time attendance at a school, college or university.

It is the responsibility of the Employee to notify the Benefits Section if dependent(s) no longer meet the definition of an eligible dependent.

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

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

Should be directed to the Human Resources Department.

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

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

**HEALTH BENEFITS - EXTENDED HEALTH BENEFITS (EHB)**

Deductible-Nil.

100% reimbursement of eligible charges.

**Prescription Drugs - Deductible -Nil.**

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

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

**Paramedical Services - maximum amount allowed:****a) Clinical Psychologist:**

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

**b) Registered Massage Therapist:**

Per treatment	- up to \$30
Maximum number of treatments	- 12 per person per calendar year

**c) Speech Pathologist:**

Maximum amount allowable \$200 per person per calendar year

**d) Chiropractor:**

Maximum amount allowable \$200 per person per calendar year

**Hearing Aids - Deductible - Nil.**

100% reimbursement up to a maximum of \$350 per 36 consecutive months.

**Vision - Deductible -Nil.**

100% reimbursement up to a maximum of \$350 (inclusive of an eye exam, glasses/contact lens/laser surgery) per 24 consecutive months.

**EHB (Extended Health Benefits) Overall Maximum – Unlimited**

## DENTAL BENEFITS

**Deductible** - Nil.

**Co-payment:**

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

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

**Maximums:**

**Basic Services** - Nil.

**Major Services** - \$1,500 combined maximum per calendar year.

**Orthodontic Services** - Lifetime maximum of \$2,500 per dependent child.

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

**Note:** A calendar year is January 1 to December 31.

## TERMINATION OF BENEFITS

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

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

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

A former Employee who:

- a) retired from the Employer under the OMERS 90 factor; or,
- b) retired from the Employer early on the OMERS 90 factor, is between the ages of 55 and 65 years, and, at the date of retirement had twenty (20) continuous years of employment with the Employer; or
- c) was terminated for non-disciplinary reasons, while in receipt of LTD benefits:  
is eligible for the following benefits,
  - (i) Extended Health Care Plan
  - (ii) Dental Care Plan

subject to the conditions that,

- i. these benefits will only be provided if similar coverage is not available to the former Employee from another source; and,
- ii. these benefits will terminate on the last day of the month in which the former Employee attains the age of 65 years. The benefits continue for the spouse and dependents until the spouse attains the age of 65; and,
- iii. these benefits terminate upon the death of the former Employee. The benefits continue for the spouse and dependents until the spouse attains the age of 65; and,
- vi. benefits will be provided in accordance with the terms of the current Plan.
- v. Notwithstanding the above, any nurse who retires between June 29, 2005 and June 29, 2013 and who meets the eligibility of being fifty-five (55) to sixty-five (65) years of age and has ten (10) years of service with the City of Hamilton will be eligible for retiree benefits.

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

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

#### **CLAIMING BENEFITS**

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

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

##### **Direct Claims Submission**

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

Claims must be submitted to the address indicated on the claim form.

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

## **COORDINATION OF BENEFITS**

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

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

## **COORDINATION OF BENEFITS & POSITIVE RE-ENROLMENT**

Co-ordination of benefits and positive re-enrolment will be mandatory. If an Employee does not complete enrolment, benefit coverage will be suspended for that Employee and their dependants until the positive re-enrolment obligation has been completed.

## **CONVERSION**

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

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

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

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

## **GENERAL INFORMATION**

- No medical examination is required.
- Benefits apply anywhere in the world. Reimbursement will be in Canadian funds up to the reasonable and customary charges for the services received, plus the rate of exchange if any, as determined by Manulife Financial from the date of the last service provided.
- Manulife Financial will not reimburse the difference between what a hospital charges and what the provincial health plan reimburses for hospital stays.
- Pre-existing conditions are covered from the moment the Agreement takes effect, except for dental care as a result of an accident.

## BENEFITS

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

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

2. **PRIVATE NURSING:** Charges for private nursing services which require, and can only be performed by a Registered Nurse (RN) or Registered Practical Nurse (RPN); up to a lifetime maximum of \$100,000 per covered person, when such services are provided in the home by a Nurse who is registered in the jurisdiction in which the services are performed and is not a relative of the patient. The attending physician must certify nursing services are medically necessary. Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario, are not included.

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

3. **PHYSIOTHERAPY:** Charges for the services of a licensed or registered physiotherapist who does not have an agreement with the Ontario Health Insurance Plan (OHIP) for payment of his/her services up to an annual maximum of \$1,500. These services must be authorized in writing by the attending physician with diagnosis. Initial assessments are not covered.
4. **DIAGNOSTIC SERVICE:** Diagnostic services performed in a hospital or licensed medical laboratory.
5. **ACCIDENTAL DENTAL:** Dental care for natural teeth necessitated by a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Payment will be made up to the fees set out in the Ontario Dental Association suggested Fee Guide for General Practitioners in effect on the date of treatment. The replacement of natural teeth will be limited to \$500 per accident.

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

Approval of the treatment plan must be obtained from Manulife Financial prior to commencement of treatment (except for emergency treatment required to alleviate pain).

After reviewing the treatment plan, you will be advised of the amount payable by Manulife Financial. Where a range of fees, individual consideration or laboratory charges are included, Manulife Financial will determine the amount payable.

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

- 6. PROSTHETIC APPLIANCES:** Purchase of the following items when authorized in writing by the patient's attending physician: standard type artificial limb or eye, repairs to prosthetic appliances, stump socks, splints, trusses, casts, cervical collars, braces (excluding dental braces), catheters, urinary kits, external breast prostheses (following mastectomies), surgical brassieres (following mastectomies), ostomy supplies (where a surgical stoma exists), tracheotomy, and corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery). Lymphedema sleeves/compression sleeves with a mean compression factor or 20mmHG, up to a maximum of 2 sleeves per body part of limb per calendar year, Wigs and hairpieces for patients with temporary hair loss as a result of medical treatment, up to a maximum of \$1,500 per lifetime.

Custom-made orthopaedic boots or shoes, adjustments to stock item footwear and custom moulded foot orthoses (orthotics) are subject to a combined maximum of \$500 per person per calendar year for adults. For dependent children two (2) pairs per calendar year (no dollar limitation for dependent children only). Surgical stockings with a compression factor greater than or equal to 25mmHG to a maximum of six (6) pairs per calendar year.

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

- 7. HEARING AIDS:** Payment will be made towards the purchase of a hearing aid when prescribed by a licensed physician or hearing specialist. Eligible charges include the cost of repairs and batteries. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for ear examinations or tests.
- 8. VISION:** Payment will be made towards the purchase of new or replacement eyeglasses or contact lenses for you or an eligible dependent, when prescribed by your doctor, ophthalmologist or optometrist. Charges to repair existing frames or lenses are also covered. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for the cost of industrial safety glasses, or expenses covered by the WSIB or any government plan.
- 9. DURABLE MEDICAL EQUIPMENT:** Purchase or rental or repair of the following items when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, oxygen set, aerochambers, respirator (a device to provide artificial respiration),

standard-type wheelchair and wheelchair repairs. The following diabetic equipment will be covered: pen injectors, kidney checking devices, bloodletting devices, insulin infusion set and blood glucose monitoring machine.

10. **MEDICAL SERVICES AND SUPPLIES:** Bandages or surgical dressings, blood transfusions, plasma, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.
11. **AMBULANCE:** Licensed ground and air ambulance services (the difference between the government agency allowance and the customary charge).
12. **PARAMEDICAL SERVICES:** Services of the following registered/certified practitioners up to the maximums shown on the "Summary of Benefits" pages:
  - (a) Clinical Psychologist;
  - (b) Masseurs - when the patient's attending physician authorizes in writing that such treatment is necessary;
  - (c) Speech Pathologists - when the patient's attending physician or dentist authorizes in writing that such treatment is necessary;
  - (d) Chiropractor - benefits are payable only after the annual maximum allowance under your provincial health plan has been paid.
13. **EMERGENCY TREATMENT - OUT OF PROVINCE:** Payment will be made for the following reasonable and customary charges incurred for emergency treatment while travelling or temporarily residing outside your province of residence, and which are in excess of the provincial health plan allowance:
  - (i) room and board in a licensed hospital up to ward level
  - (ii) hospital services and supplies
  - (iii) diagnosis and treatment by a physician or surgeon.
14. **PRIVATE HOSPITAL:** If you are hospitalized in a contracted private hospital payment will be made for room and board charges in excess of those payable by your provincial health plan.
15. **ACCIDENTAL DEATH AND DISMEMBERMENT:** Accidental Death and Dismemberment coverage up to a maximum of \$75,000.00. Benefit ceases at the date of retirement.
16. **PSA TESTING:** The City is to pay for a PSA test for all members and spouses of members once every twenty-four (24) consecutive months.

#### **LIMITATIONS**

Extended Health Benefits are not payable for:

- (i) Services normally paid through any provincial hospital plan, any provincial medical plan, WSIB, other government agencies or any other source.

- (ii) Services provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, health spa, or when a patient is confined to a nursing home or home for the aged and receives Ontario government assistance.
- (iii) Dental care (except as outlined under "Benefits").
- (iv) Rest cures, travel for health reasons, insurance examinations or services or supplies for cosmetic purposes.
- (v) Charges for hospital accommodation.

## **DENTAL BENEFITS**

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

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

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

## **BENEFITS**

### **BASIC SERVICES**

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

**Consultations** - with patient or with a member of the profession

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

**Diagnostic Services** - includes bacteriologic tests, biopsy and cytological tests

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

### **Fillings**

**Extractions** - includes root extractions

**Anesthesia**

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

**Periodontic Services** - includes periodontal surgery, root planning and occlusal equilibration

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

**Surgical Services** - includes surgical incision/ excision and frenectomy

**In-office and Commercial Laboratory Charges** - when applicable to the covered Benefits

**MAJOR SERVICES**

**Complete and/or Partial Dentures** - (once every 4 years)

**Restorative Services** - includes post/core, crowns, inlays/ onlays

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

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

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

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

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

**Orthodontic Treatment**

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

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

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

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

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

**Benefits are not payable for:**

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

**IN WITNESS WHEREOF** the parties hereto on the 2 day of November 2015 affixed their respective seal attested by the hands of their respective proper officers in that behalf duly authorized.

SIGNED, SEALED and DELIVERED in the presence of:

THE CITY OF HAMILTON:

THE ONTARIO NURSES'  
ASSOCIATION:

[Signature]  
E. Richards  
[Signature]  
[Signature]  
Ellen Pyzdek  
J. Taylor  
G. Scott  
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[Signature]  
Sharon Mackinnon BVP  
[Signature]  
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