

PART-TIME

COLLECTIVE AGREEMENT

Between:

CANADIAN BLOOD SERVICES
HAMILTON BLOOD CENTRE
(hereinafter called the "Employer")
PARTY OF THE FIRST PART

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Union")
PARTY OF THE SECOND PART

Expiry Date: March 31, 2018

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – DEFINITIONS

- 2.01 A Registered Nurse is defined as a person who holds a General Certificate of Registration with the College of Nurses of Ontario, in accordance with the Regulated Health Professions Act and the Nursing Act.
- 2.02 Union means Ontario Nurses' Association.
- 2.03 A regular part-time Nurse is one who makes a commitment of availability and is normally scheduled to work less than seventy-five (75) hours in a designated fourteen (14) calendar day period.
- 2.04 A temporary Nurse is one who is employed for a specified duration of time to replace either a full-time Nurse or a regular part-time Nurse on an anticipated lengthy or prolonged leave of absence or to undertake or assist in undertaking a special project.
- 2.05 A casual part-time Nurse is one who works on an interim or occasional basis as required.
- 2.06 A Nurse is an employee of Canadian Blood Services, Hamilton, who is hired to work within a designated Regional Municipality. A Nurse may also be assigned to work at clinics outside of their assigned Regional Municipality. It is understood that Hamilton Regional staff includes those Nurses on work assignment to the Hamilton Perm site (Whole Blood, Platelets, Directed and Autologous) and those Nurses assigned to mobile clinics.
- For the purposes of this agreement Regional Municipality boundaries will be defined as those in effect on June 25, 2008.
- 2.07 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all Registered Nurses employed in a nursing capacity by Canadian Blood Services at all sites managed by its Hamilton Blood Services Centre.

- 3.02 All references to officers, representatives and Committee members in this Agreement shall be deemed to mean officers, representatives and Committee members of the Bargaining Unit.
- 3.03 (a) Regular part-time, temporary and casual Nurses shall be governed exclusively by the terms of this Collective Agreement. Where certain articles, sections, or subsections in this Agreement indicate their application to any one (1) or two (2) of these categories of Nurses which categories are therein identified, it is understood such articles, sections or subsections shall not apply to any other category of Nurses which are not therein identified.
- (b) A temporary or casual Nurse shall not have the right to grieve the termination of her employment on the expiry of the term for which she was hired.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Centre and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any Nurse because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.
- 4.02 The Union agrees that there will be no Union activity, solicitation for membership, or collection of Union dues on the Centre premises or during working hours except with the written permission of the Centre or as specifically provided for in this Agreement.
- 4.03 It is agreed that there will be no discrimination by either party or by any of the Nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, handicap, religious affiliation or any other factor which is not pertinent to the employment relationship.
- 4.04 (a) Every person who is an employee has the right to freedom from harassment in the work place.
- (b) A Nurse who believes that she has been harassed may file a complaint under the Harassment Policy of the Employer.

ARTICLE 5 – NO STRIKES, NO LOCKOUTS

- 5.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts during the term of this Agreement. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 6 – MANAGEMENT'S RIGHTS

- 6.01 The parties acknowledge that it is the exclusive function of the Employer to manage and control the Employer's operations, and without limiting the generality of the foregoing to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, transfer, promote, classify, demote, discipline, suspend, layoff, and assign work to Nurses, and introduce new or improved methods or facilities, provided that a claim that a Nurse has been discharged, suspended or disciplined without just cause may be subject of a grievance and dealt with as hereinafter provided,
- (c) manage, control, continue, discontinue in whole or in part the Employer's operations, and without restricting the generality of the foregoing, to determine the number of Nurses, schedules of activities, kinds and locations of machines and processes to be used and the scheduling and conducting of clinics and deliveries and the determination of their locations, in accordance with the function of the Employer as a humanitarian service,
- (d) make, enforce and alter from time to time rules and regulations to be observed by Nurses which are not inconsistent with the provisions of this Agreement. The Employer will advise the local Union of any changes in rules and regulations.

6.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this collective agreement.

ARTICLE 7 – UNION SECURITY

7.01 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.

7.02 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.

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

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

- 7.05 The Employer shall provide the Ontario Nurses Association (suite 400, 85 Grenville Street, Toronto, Ontario, M53 3A2) with a list, together with the above-mentioned dues, showing the names, social insurance numbers, classifications and salaries of all Nurses from whom deductions were made. In addition the Centre shall provide the Bargaining Unit President with a separate list, when changes occur, indicating terminations, new hires and their addresses. If the Employer agrees to provide the Union with the information in an electronic format, the parties will meet to discuss the format in which the information will be set out.
- 7.06 During the first month of employment, an officer of the local Union or a Nurse representative shall be allowed fifteen (15) minutes within regular working hours to interview new Nurses. The time for the interview will be arranged by the Employer and the local Union will be notified a minimum of one (1) week in advance of the time and place. During such interview membership forms may be provided to the Nurse(s).
- 7.07 The Employer agrees to provide each Nurse with a statement of income and deductions for income tax purposes (T4 Supplementary Slip) which shall include therein the deduction for Union dues.

ARTICLE 8 – NURSE REPRESENTATIVES AND UNION COMMITTEES

- 8.01 The Employer recognizes a total of two (2) Nurse representatives to be appointed or elected from the two (2) bargaining units to represent the Nurse(s) in their employment relations.
- 8.02
- (a) The purpose of the Union-Management Committee is to promote and provide effective and meaningful communications of information and ideas and to make recommendations on matters of mutual concern. Matters may be referred to the Committee by the Union or the Employer.
 - (b) The composition of the Union-Management Committee shall be three (3) Nurses appointed to act on behalf of the two (2) bargaining units and three (3) representatives of the Employer. Each party may have alternates to replace a member from time to time. The Union will advise the Employer who the representatives are in writing.
 - (c) The Union-Management Committee shall meet at least once per quarter. Either party will provide to the other, at least five (5) working days in advance of such meetings, a list of items it wishes to discuss. Notwithstanding the foregoing, a representative of either party may notify a representative of the other in writing of its desire to meet outside of the quarterly meetings and such notice will include a list of the items it wishes to discuss. Within three (3) working days after receipt of such notice, the parties will establish a meeting date and time. It is understood that there shall be no discussion of grievances at these meetings.
 - (d) A representative of either party shall notify a representative of the other in writing of its desire to meet, and such notice will include a list of the items it wishes to discuss. Within ten (10) working days the parties will agree on a meeting date and time. A written record shall be maintained of matters referred to the Committee and their recommended disposition

(unless agreed to the contrary with respect to any problem). It is understood that there shall be no discussion of grievances at these meetings.

- 8.03 (a) Concerns about workload assignments shall not be the subject of a grievance. Such issues will be submitted to the Manager or designate, in writing by the Bargaining Unit President within fourteen (14) calendar days of the occurrence. A discussion by the Union-Management Committee shall take place within twenty (20) calendar days of the Manager's receipt of the Union letter. Every reasonable effort will be made to resolve the issue satisfactorily. The Manager or designate shall render her decision in writing to the Bargaining Unit President or delegate within fourteen (14) calendar days of the meeting.
- (b) Failing resolution of the workload assignments, the Bargaining Unit President may forward the Manager or designates decision plus comments of the Union to the Human Resources Manager or designate or delegate for review and comments and final disposition.
- 8.04 (a) The Employer recognizes one (1) Grievance Committee established by the two (2) bargaining units. This Committee shall be composed of two (2) Nurses, one (1) of whom shall be the Chairperson. The Committee and the grievor shall operate and conduct itself/herself in accordance with the provisions of this Collective Agreement regarding grievances.
- (b) Grievance representatives shall not discuss grievances with Nurses during actual working hours, excluding rest periods and meal breaks.
- (c) Nurse representatives and Grievance Committee representatives shall not leave their work station or duties to attend Union business without first obtaining permission from the Manager or designate or her designate.
- 8.05 The Employer agrees that Nurses will not lose their regular pay for time spent on matters arising from the functioning of the above mentioned committees, provided that the Nurse is scheduled to work on the day of the meeting.
- 8.06 The Employer shall recognize a Negotiating Committee of three (3) Nurses, from the bargaining unit, for the purpose of negotiating renewal agreements with the Employer. The Employer agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Employer for a renewal agreement up to, but not including, conciliation and/or mediation services.
- 8.07 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of investigating grievances and attending meetings provided prior arrangements are made with and approved by the Manager or designate, Human Resources.
- 8.08 (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Centre, in order to prevent accidents, injury and illness. The employer shall take every precaution reasonable in the circumstances for the protection of a worker.

- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee two (2) representatives selected or appointed by the Bargaining Unit. When the Employer receives written recommendations from the health and safety committee and/or the co-chair of the committee, the employer shall respond in writing within twenty-one days. The employer's response shall contain a timetable for implementing the recommendations the employer agrees with and give reasons why the employer disagrees with any of the recommendations that the Employer does not accept.
- (c) All time spent by a member of the Occupational Health and Safety Committee attending meetings of this Committee shall be deemed to be work time for which she shall be paid by the Employer at her regular or premium rate of pay as may be proper. She shall be entitled to such time from work to attend meetings.
- (d) At least one ONA member shall be trained as a certified worker as defined under the Occupational Health and Safety Act. Such training will be provided by an organization recognized by the Ministry of Labour. Such member will be deemed to be at work while the member is fulfilling the requirements for becoming certified, and the Employer shall pay the member for the time spent at the member's regular rate of pay. The Union will encourage such member to commit for two years as a member of the Joint Health and Safety Committee.

8.09 The Union agrees to provide in writing to the Employer, an up to date list indicating the names and jurisdiction of each Nurse representative and Grievance representative.

ARTICLE 9 – GRIEVANCE AND ARBITRATION

- 9.01
- (a) Where a difference arises between the parties related to the interpretation, application or administration of this Agreement, or where an allegation is made that the Agreement has been violated, the following procedures will be adhered to.
 - (b) It is the mutual desire of the parties hereto that complaints of Nurses and/or the Union shall be adjusted as quickly as possible, and it is understood that a Nurse or the Union has no grievance until she/they has first given the Immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with the Immediate supervisor, Manager or designate within fifteen (15) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the knowledge of the Nurse and/or the Union. Failing settlement seven (7) calendar days following the discussion with the Immediate supervisor or Manager or designate it shall then be taken up as a grievance in the following manner and sequence.

Step 1

A Nurse(s) or the Union on her/their behalf or in its own stead may present a grievance in writing to the Manager or designate or her

designated representative. The written grievance shall contain reference to the article and/or clauses in the contract which are alleged to have caused the grievance and the redress sought.

The Manager or her designated representative shall render a decision in writing within seven (7) calendar days following the day on which the grievance was received. If this decision is unsatisfactory to the Nurse(s) or the Union, Step 2 may be followed within seven (7) calendar days.

Step 2

The written grievance shall be referred to the Manager or designate, Human Resources or his designated representative. A meeting will be held between the Manager, Human Resources or his Manager or designate and either the grievor and the Bargaining Unit President or designate, within fourteen (14) calendar days following the submission of the grievance to the Administrator. A representative of the Ontario Nurses' Association and other Employer representatives may be present at such meeting. The decision of the Manager, Human Resources or delegate shall be delivered within fourteen (14) calendar days of the meeting and if the decision is unsatisfactory to the Nurse(s) or the Union, it may be referred to arbitration.

- 9.02 If the Union or the Employer so wishes, it may present any grievance in writing in the form of a policy grievance at Step 2 of the Grievance Procedure, by so notifying the other party in writing within fourteen (14) calendar days following the circumstances giving rise to it.
- 9.03 (a) Notwithstanding any other provision in this Article, should the employer discharge, suspend or discipline a Nurse(s), it will so notify her in writing, indicating the reason(s) for the discharge, suspension or discipline with a copy to the Bargaining Unit President or designate. In any meeting where a Nurse is to be informed by an Employer's representative that a discharge or suspension shall be imposed on her, she shall be given advice at least prior to the discussion itself that she may have a grievance representative or an officer of the local present during such meeting if one is available. Should the Nurse(s) wish to file a grievance against a discipline, discharge or suspension it shall be reduced to writing and filed within fourteen (14) calendar days under Step 2 of the grievance procedure.
- (b) A grievance claiming unjust discipline, suspension or discharge may be settled by confirming the Employer's action or by reinstating the Nurse and making her whole in all respects or by any other arrangement which is just and equitable in the opinion of the conferring parties or an arbitration board.
- 9.04 (a) After exhausting the Grievance Procedure established by this Agreement, either party may within fourteen (14) calendar days notify the other party in writing of its desire to submit the grievance to arbitration, and the notice shall contain the name of the first party's nominee to the arbitration board.
- (b) The parties may mutually agree in writing, at the time a grievance is to be forwarded to Arbitration, to substitute a single Arbitrator for the Arbitration

board referred to in this Article. All other provisions referring to an Arbitration Board shall appropriately apply.

- 9.05 The recipient of the notice shall, within fourteen (14) calendar days, inform the other party of the name of its nominee to the arbitration board. The two (2) nominees so selected shall, within seven (7) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) nominees fail to agree upon a Chairperson within the time limit, an appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the grievance and shall issue a decision and the decision is final and binding upon the parties and upon any Nurse affected by it. The arbitration board cannot however change the contents of this Collective Agreement. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairperson shall govern.
- 9.06 Each party shall pay the costs and expenses of its nominees and the costs and expenses of the Chairperson shall be borne equally by the parties.
- 9.07 The time limits set out in the grievance and arbitration procedures are mandatory. Failure to comply with such time limits, by the party initiating the grievance or arbitration, unless the parties mutually agree in writing otherwise, shall result in the grievance being abandoned.

ARTICLE 10 – JOB SECURITY (Seniority, Probation, Posting, Promotions And Layoff)

10.01 Seniority

- (a) Seniority for regular part-time Nurses shall be based on actual hours worked from the date of most current employment. It is recognized that fifteen hundred (1,500) hours worked shall equal one (1) year of seniority.
- (b) Seniority for the purposes of this Agreement shall be used in determining priorities in case of promotion, vacation periods, transfer, layoff and recall as herein provided.
- (c) The Employer will keep up-to-date seniority list for Nurses and post the same in the space allocated to the local on the bulletin board, revise the same every six (6) months provided there are changes, and supply a copy to the Bargaining Unit President.
- (d) A Nurse shall lose her seniority, service and her employment shall be deemed to have been terminated under the following conditions:
- i) resigns for any reason;
 - ii) is discharged for just cause and not reinstated through the grievance procedure;
 - iii) has been on layoff for more than twenty four (24) months;

- iv) fails to contact the Immediate supervisor or Manager upon being notified of a recall to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by Registered mail to the last known address according to the records of the Employer or fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;
 - v) absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a satisfactory reason(s) to the Employer.
 - vi) retires.
- (e) A Nurse whose employment status is changed from regular part-time to full-time shall receive credit for her accumulated seniority on the bases of one (1) year of seniority for each fifteen hundred (1500) hours worked. Hours in excess of the equivalent (1500) shall be prorated at the time of transfer.
- (f) In the case of part-time employees who are on Maternity/Parental, Adoption and/or WSIB leave of absence, weekly or daily seniority accrual during such leave shall be calculated based on the average number of hours worked in the twenty (20) week period (completed weeks) immediately prior to the leave.

10.02

Probation

- (a) The probationary period for Nurses shall be nine hundred and seventy five (975) hours worked or six (6) months commencing on date of hire whichever occurs first, provided that absences from scheduled work for any reason may extend the probationary period by the length of the absence. If a Nurse is found to be unsatisfactory, she may be terminated during her probationary period and such termination shall not be the subject of a grievance or arbitration by the Nurse or the Union. A Nurse's release shall not be for reasons which are arbitrary, discriminatory or in bad faith.

Any Nurse undergoing a probationary period shall be entitled to an evaluation when approximately 50% of the probationary period has expired. Any deficiencies and recommendations will be provided to the Nurse in writing.

- (b) If, at the end of the probation period, the Immediate supervisor recommends extension of the probation period for further appraisal of performance, an extension of up to three (3) calendar months may be made, provided that the Nurse is so notified in writing with a copy to the Bargaining Unit President.
- (c) The new Nurse's work performance shall be periodically assessed during her probationary period and the results shall be discussed with her by her immediate supervisor; this gives the Nurse the opportunity to improve her work performance if the same has been assessed to be below the

standard set for the position, during the remainder of her probationary period.

10.03

Posting

- (a) (i) In the case of indefinite vacancies, new positions and promotions within the bargaining unit, the Employer will post notices of such vacancies, for fourteen (14) calendar days, prior to making an appointment in order that interested Nurses may apply. If no qualified Nurse applies, the Employer may hire a new Nurse from outside the bargaining unit. The Employer reserves the right to fill vacancies, new positions and promotions on a temporary basis until the posting procedure has been complied with and during the period while arrangements are being made to permit the Nurse selected to fill the vacancy, new position or promotion. Copies of postings for all vacancies shall be provided to the Bargaining Unit President at the time the notice is posted.
 - (ii) Temporary vacancies that the Employer intends to fill shall be posted if the projected duration is of six (6) months or more. Such vacancies shall be posted for fourteen (14) calendar days in order that interested Nurses may apply.
 - (iii) Where a vacancy under this provision has remained unfilled for a period of four (4) months from the date of the initial posting, and the employer still requires the position to be filled, it will be reposted as noted above.
 - (iv) At the request of the Nurse, the Manager or designate will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.
- (b) Nurses in this bargaining unit and Nurses in the part-time bargaining unit may apply for any posted positions described in Article 10.03 a) above at the Hamilton Blood Services Centre.
 - (c) All applications shall be made using the Employer's online application process within the posting period.
 - (d) Nurses shall be selected for positions described in Article 10.03 (a) (i) and (a) (ii) above on the following basis:
 - i) skill, ability and experience;
 - ii) seniority.

Where the factors in i) are relatively equal, ii) shall govern.
 - (f) A Nurse shall undergo a trial period of sixty (60) working days in case of a promotion or appointment to a new position and forty (40) working days in case of a permanent transfer to a vacancy in the bargaining unit. Should the Nurse fail to succeed she shall be returned to her former position and the filling of the subsequent vacancies will likewise be reversed.

- (g) Opportunities for training or other temporary assignments shall be posted in accordance with the above.
- (h) Opportunities for training for ISTP, process control or "charge Nurse" shall be posted for employees to express their interest. The other provisions of this article shall not apply.

10.04 Promotions/Transfers

For the purpose of this agreement, a promotion shall mean a change from one position to another position within the bargaining unit with a higher pay range and a transfer shall mean a change from one position to another within the bargaining unit which does not constitute a promotion.

10.05 Temporary Positions

- (a) A newly hired Nurse who is employed as a temporary Nurse as defined in Article 2.04, may be released at the conclusion of the specified period and such release shall not be subject of a grievance or arbitration. If retained by the Employer in an indefinite position, the Nurse shall be credited with seniority from date of last hire for purposes of vacation, seniority, and placement on the salary grid. In the case of regular full-time employment, the Nurse shall receive insured benefits as described in Article 17 of the Full-Time Collective Agreement and sick leave provisions as provided for in Article 15 of the Full-time Collective Agreement.
- (b) Regular part-time Nurses shall be given the first opportunity to fill temporary vacancies, however the Nurses employment status as regular part-time shall not be changed and she shall be reinstated to her former position.

10.06 Assignments to Positions Outside the Bargaining Unit

- (a) A Nurse who is transferred to a position outside of the bargaining unit for a period of not more than thirty (30) calendar days shall not suffer any loss of seniority, service or benefits. The Nurse shall be paid in accordance with Article 18.02 (b) during the period of assignment.
- (b) A Nurse who is transferred to a position outside of the bargaining unit for a period of more than thirty (30) calendar days, but not more than eighteen (18) months shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the Nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.
- (c) In the event that a Nurse is transferred to a position outside of the bargaining unit for a period in excess of eighteen (18) months, she or he will lose all seniority held at the time of transfer. In the event the Nurse is returned to a position in the bargaining unit, the Nurse's seniority will accrue from the date of her or his return to the bargaining unit.
- (d) The period of time referred to in (b) above may be extended by mutual agreement between the Union and the Employer.

10.07 Layoff

Where there is a reduction in the workload resulting in a surplus of Nurses, and the Employer intends a layoff, he shall lay off Nurses in reverse order of seniority at the time of layoff, provided the Nurse who remains on the basis of seniority is qualified to perform the available work.

- (a)
 - i) The Employer will provide the Bargaining Unit President identified by the Union and the Labour Relations Officer with sixty (60) calendar days notice of layoff; and
 - ii) Meet with the Bargaining Unit negotiation team and the Labour Relations Officer to review the reasons causing the layoff, approximate number of Nurses that will be affected and the method of implementation.
 - iii) Any agreement between the Employer and the Union resulting from the review above concerning the method of implementation will take precedence over the terms of this Article.
 - iv) Notice of layoff to the individual Nurse(s) may run concurrently with notice to the Bargaining Unit President and the Labour Relations Officer.
 - v) In any event, the notice of layoff referred to in iv) above shall not be less than what is required under the provisions of the Employment Standards Act.
 - vi) Casual Nurses shall not normally be utilized if a laid off Nurse is willing and qualified to perform the available work.
- (b) A Nurse who is notified of a layoff may:
 - i) accept the layoff; or
 - ii) opt to retire, if eligible under the terms of the Pension Plan as outlined in Article 17.04; or
 - iii) displace another Nurse who has lesser bargaining unit seniority at any location and whose work the Nurse, subject to layoff, is qualified to perform.
- (c)
 - i) A Nurse who displace another Nurse as provided for in Article 10.07 b) iii) above and a Nurse who have been recalled from layoff shall be provided orientation (training) if required. The length of such orientation (training) shall be determined by the Employer as per the established guideline set out for orientation.
 - ii) A Nurse who has been displaced will be notified of layoff in writing and may exercise the options as outlined in Article 10.07 b) above.

- iii) A nurse who is permanently laid off shall be entitled to a severance allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two weeks' salary.
- (d) Where a Nurse transfers to another position following a layoff, such Nurse will be able to return to her former position provided such vacancy occurs within one (1) year. Training will be provided as in 10:07 c) i) above.

10.08

Recall from Layoff

- (a) Nurses shall be recalled in order of seniority by Registered mail forwarded to the last address on record with the Employer, provided they are qualified to perform the available work. The provisions outlined in Article 10.01 d), iv) shall apply
- (b) Nurses on layoff may notify the Employer of their interest in accepting occasional vacancies and/or temporary vacancies which may arise. Such notification of interest shall remain valid for six weeks. If a Nurse declines an occasional or temporary vacancy, the Employer shall not be obligated to call upon the Nurse again during the balance of such six week period. Seniority and service will accrue during periods of temporary or occasional work, however, acceptance of such assignments shall not constitute a recall unless such temporary assignment exceeds sixty (60) calendar days. A Nurse who is considered to be recalled under this article will again be provided with a lay off notice at the end of the assignment. Such notice shall be provided and strictly limited to the provisions outlined in Article 10.07 a) v) and the remaining provisions of Article 10.07 shall not be applicable.
- (c) A regular part-time Nurse(s) who is laid off shall be given an opportunity to apply for a full-time position before any new Nurse(s) is hired into such position. Nurses on layoff shall be notified of any vacant bargaining unit position that is required to be filled by the Employer.
- (d) In case of layoff, Nurses will not be entitled to any provisions of this Agreement except as outlined in Article 10.07 and 10.08. Upon resumption of duty the Nurse's anniversary increment date, vacation and sick leave entitlement shall be adjusted by the same amount of time as the layoff.

ARTICLE 11 – EMPLOYEE FILES

- 11.01 (a) Any letter of reprimand, suspension or other sanctions, will be removed from the Nurse's file eighteen (18) months following receipt of such letter, suspension or other sanction provided that the Nurse's record has been discipline free for such eighteen (18) months.
- (b) No document listed in a) above shall be used against a Nurse where it has not been brought to her attention in a timely fashion.
- 11.02 A copy of any evaluation, which is to be placed on a Nurse's file shall be first reviewed with the Nurse. The Nurse shall initial such evaluation, as having been read, and have the opportunity to add her views to such evaluation prior to it

being placed in her file. Each Nurse shall have reasonable access to her file, for the purposes of reviewing any evaluations or disciplinary notations contained therein. A copy of the evaluation will be provided to the Nurse at her request.

ARTICLE 12 – LEAVES OF ABSENCE

The provisions of this Article will only be applicable to regular part-time Nurses.

- 12.01 (a) Written requests for personal leave of absence without pay will be considered on an individual basis by the Employer and such requests shall be subject to operational requirements of the Employer and shall not be unreasonably withheld.
- (b) All applications for leave of absence without pay, unless otherwise indicated herein, shall be made in writing to the Immediate supervisor, Manager or designate six (6) weeks in advance, except in extenuating circumstances, in order that staff substitutions may be arranged. Applicants shall indicate in their application the date of departure and date of return. The Employer will give the Nurse a written reply within five (5) working days of the request, except in case of extenuating circumstances and the reply will be given to the Nurse as soon as practicable.
- (c) When a Nurse's approved leave of absence without pay from the Employer exceeds thirty (30) continuous calendar days, she shall be responsible to make arrangements for the full payment of premiums of any insured benefit plans, excluding LTD, in which she is entitled to participate in during the period of approved leave of absence without pay, to ensure her continuing coverage for a period of up to twelve (12) months.
- (d) Contributions of the Employer and the Nurse to the Pension plan will cease during periods of absence, in excess of one month, when the Nurse is not in receipt of salary from the Employer except as provided under Articles 12.05 and 12.06. The Nurse may choose to continue contributing for a period up to one month subject to the rules and regulations under the pension plan.
- 12.02 (a) Union Leave
- Subject to no conflict with operational requirements, the Employer agrees to grant leaves of absence without pay for up to forty-five (45) working days per calendar year, for Nurses selected by the Union to perform Union duties, attend Union meetings or conventions, workshops or other Union activities provided the Nurse gives the Immediate supervisor six (6) weeks written notice in advance of such meetings or activities, except in an emergency situation when such will be requested verbally, and subsequently verified in writing. During such leaves of absence the Nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer based on the Nurse's daily rate of pay for each day of absence or portion thereof. Not more than one (1) Nurse shall be absent on Union leave under Article 12.02 (a) at any one time.

(b) 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 leave of absence without pay of up to fifty (50) working days per calendar year provided six (6) weeks written notice in advance is given to the Immediate supervisor or designate. Nurses shall continue to accrue seniority and service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 12.02 a). 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 costs of such salary and applicable benefits.

(c) President, O.N.A.

Upon application, in writing six (6) weeks in advance, 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 for a period of up to three (3) consecutive two (2) year terms. The Nurse shall continue to accrue seniority and service during her 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 costs of such salary and applicable benefits. The Nurse agrees to notify the Employer of her intention to return to work in writing at least four (4) weeks prior to the date of such return.

- (d) The Union agrees that all reimbursements referred to in a), b) and c) above will be forwarded to the Employer within twelve (12) weeks following request of payment by the Employer.

12.03 Education Leave

- (a) Leave of absence, of more than one day, without pay, for purposes of further education directly related to the Nurse's employment may be granted by the Employer subject to operational requirements. The Nurse must apply in writing to the Immediate supervisor, Manager or designate seven (7) weeks in advance and upon request provide evidence that she is Registered in the course at least five (5) weeks before the first class. The Manager or designate will respond to the request in writing within seven (7) calendar days.

- (b) A Nurse shall suffer no loss of regular wages if required to participate in a College of Nurses Quality Assurance Program or equivalent program under the College of Nurses.

12.04 Compassionate Leave

Compassionate Leave with pay shall be granted to a Nurse upon her request:

- (a) Commencing on the day of the death or funeral, or equivalent service, of the Nurse's spouse, (common-law and same gender relationships included), child, stepchild, mother, father, brother, sister, legal guardian,

grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law – five (5) consecutive calendar days without loss of regular pay.

- (b) On the day of the death or funeral of the Nurse's sister-in-law, brother-in-law, aunt, uncle, niece, nephew or spouse's grandparent – one (1) calendar day without loss of regular pay.
- (c) For the purpose of attending to serious illness in the Nurse's immediate family namely: spouse (common-law and same gender relationships included), parent, brother, sister, child, step-child, in-laws and grandparents – an aggregate of five (5) days per fiscal year without loss of regular pay.

Substantiation of a serious illness shall be furnished by the Nurse as requested by the Centre.

- (d) In-laws as set out above shall include in-laws of a Nurse's same sex partner.

12.05

Pregnancy/Parental Leave

- (a) A regular part-time Nurse who commenced employment with the Employer at least thirteen (13) weeks before the expected date of delivery shall be entitled to seventeen (17) weeks of pregnancy leave of absence without pay commencing no earlier than 17 weeks immediately preceding the expected date of delivery. Such leave shall be granted in accordance with the provisions of the Employment Standards Act of Ontario as amended from time to time and as hereunder provided.

A Nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months duration, inclusive of any parental leave.

- (b) The Nurse shall submit a written application at least four (4) weeks in advance of the date the Nurse intends to commence her leave and the expected date of return together with a certificate from a legally qualified medical doctor stating that she is pregnant and the expected date of delivery.
- (c) The Employer may require the Nurse to commence her maternity leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or if the performance or non performance of her work is materially affected by her pregnancy.
- (d) A Nurse who is applying for pregnancy leave and who is also entitled to parental leave (without pay) of thirty-five (35) weeks, must commence her parental leave immediately following the end of her pregnancy leave. The Nurse shall notify the Employer in writing of her intention to take parental leave at the same time she is requesting pregnancy leave under Article 12.05 b) above.
- (e) The Nurse shall re-confirm her intention to return to work or may request changes to dates originally approved in subsection b) above by written

notification to be received by the Employer at least four (4) weeks in advance thereof. The Nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be placed in a comparable position. If neither is available, the Nurse shall be laid-off in accordance with Article 10.07 of this agreement.

- (f) Seniority and service shall continue to accrue during pregnancy and parental leave. The Nurse will continue to accrue vacation and sick leave credits however, she will not be paid for named holidays occurring during such leaves of absence.
- (g) During the Nurse's pregnancy/parental leave, the Nurse shall continue to participate in the Pension Plan and staff benefit plans she is enrolled in immediately prior to commencing her leave unless she gives the Employer four (4) weeks advance written notice before her leave is to commence that she does not intend to do so. The Nurse shall be required to prepay her share of any premiums and pension contributions.
- (h) Nurses newly hired to replace Nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, the Nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period.

12.06

Parental/Adoption Leave

- (a) A regular part-time Nurse who commenced employment with the Employer at least thirteen (13) weeks before the expected date of delivery or date of custody of a child and is a parent, shall be entitled to thirty-seven (37) weeks of parental leave of absence without pay in accordance with the provisions of the Employment Standards Act of Ontario, except as amended in this Article.
- (b) The Nurse shall advise the Employer in writing four (4) weeks in advance of the date the parental leave is to commence and end. Such leave must commence no later than thirty-five (35) weeks after the child was born or came into the custody, care and control of the parent.
- (c) The Nurse shall re-confirm her intention to return to work or may request changes to dates originally approved in subsection b) above by written notification to be received by the Employer at least six (6) weeks in advance thereof. The Nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be placed in a comparable position. If neither is available, the Nurse shall be laid-off in accordance with Article 10.07 of this agreement.
- (d) Seniority and service shall continue to accrue during parental and adoption leave. The Nurse will continue to accrue vacation and sick leave credits, however she will not be paid for named holidays occurring during such leaves of absence.
- (e) During the Nurse's parental/adoption leave, the Nurse shall continue to participate in the Pension Plan and staff benefit plans she is enrolled in immediately prior to commencing her leave unless she gives the

Employer four (4) weeks advance written notice before her leave is to commence that she does not intend to do so. The Nurse shall be required to prepay her share of any premiums and pension contributions.

- (f) A Nurse returning from parental/adoption leave shall be paid at the same step in the salary scale that she had attained prior to going on such leave of absence. Should the Nurse be entitled to an anniversary increment during such absence, the Nurse shall receive such increment upon return to employment.
- (g) Nurses newly hired to replace Nurses who are on approved parental/adoption leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, the Nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period.

12.07 PREGNANCY / PARENTAL LEAVE

Maternity / Parental / Adoption Supplement Employment Benefit (SEB)

Maternity/Parental/Adoption Supplemental Employment Benefit (SEB) shall only apply to eligible Regular Full-time and Regular Part-time employees.

Eligible employee shall mean an employee who has completed at least thirteen (13) weeks of employment prior to commencing her/his maternity and/or parental/adoption leave, and who is in receipt of Employment Insurance maternity of parental benefits.

Maternity Supplemental Employment Benefits

An employee, who is in receipt of Employment insurance (EI) maternity benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the employee is eligible to receive and seventy-five percent (75%) of the employee's gross weekly rate of pay (which shall include percentage in lieu of benefits). This SEB payment shall commence following completion of the EI waiting period and upon submitted proof of receipt of EI benefits. THE SEB payment shall continue while the employee is in receipt of EI maternity benefits for a maximum of fifteen (15) weeks.

CBS will pay seventy-five percent (75%) of the employee's gross weekly rate of pay (which shall include percentage in lieu of benefits) for the waiting period required for maternity benefits under the Employment Insurance Act.

Parental/Adoption Supplemental Employment Benefits

An employee, who is in receipt of Employment Insurance (EI) parental benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the employee is eligible to receive and seventy-five percent (75%) of the employee's gross weekly rate of pay (which shall include percentage in lieu of benefits). This SEB payment shall commence following completion of any required EI waiting period and upon submitted proof of receipt of EI benefits. The Maternity/Parental/Adoption

Supplemental Employment Benefit (SEB) shall only apply to Regular Full-time and Regular Part-time employees.

Eligible employee shall mean an employee who has completed at least thirteen (13) weeks of employment prior to commencing her/his maternity and/or parental/adoption leave, and who is in receipt of Employment Insurance maternity or parental benefits.

The SEB payment shall continue while the employee is in receipt of EI parental benefits for a maximum of ten (10) weeks.

If a waiting period is required for parental benefits under the Employment Insurance Act, CBS will pay seventy-five percent (75%) of the employee's gross weekly rate of pay (which shall include percentage in lieu of benefits) for this waiting period.

In instances where two employees share the parental/adoption leave and both are in receipt of EI parental benefits, both employees shall be eligible for the SEB to a maximum of ten (10) weeks each.

SEB Payment Calculation

SEB payments will be based on the gross weekly rate of pay in the Nurses home position.

The gross weekly rate of pay (which shall include percentage in lieu of benefits) shall be determined by multiplying the employee's regular weekly work hours by the regular hourly rate on the last day worked prior to the commencement of the leave and excludes overtime, premiums and allowances.

Regular weekly work hours for regular part-time employees shall be determined by calculating the average regular hours paid per week over the twenty (20) weeks preceding the commencement of the leave.

Salary changes with an effective date during the leave will not result in an adjustment to the SEB payment.

12.08

Jury Duty Leave

If a Nurse is required to serve as a juror in any court of law or coroner's inquest proceeding or required by subpoena or summons to attend a court of law, or coroner's inquest proceeding, or is required to attend a hearing of the College of Nurses, she shall not lose her regular pay as per posted scheduled hours of work because of such attendance provided that she:

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

12.09 Marriage Leave

The Employer shall grant a Nurse three (3) consecutive working days without pay during the week immediately prior to her marriage or thereafter, subject to six (6) weeks written notice in advance. The three (3) working days' leave without pay may be taken separately at the Nurses' option, in any case the said leave must be taken prior to December 31st, or it shall be deemed forfeited.

12.10 Pre-Paid Leave Plan

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

- (a) The plan is available to Nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The Nurse must make written application to the Immediate supervisor at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) Only one Nurse may be absent at any one time, unless the Employer agrees otherwise. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the Nurse and the Employer.
- (d) Written applications will be reviewed by the Immediate supervisor or her designate. Leave requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the Nurse's regular gross biweekly 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 and shall not be in contravention of the Income Tax Regulation, Part LXVIII, Section 6081.
- (g) The Employer shall pay to the Nurse on prepaid leave biweekly the rate of pay equal to 80% of her regular gross salary in the two (2) week pay period immediately preceding the leave. In addition the Nurse will also be paid accrued interest if applicable.
- (h) All benefits and deductions shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The Nurse shall become responsible for the full payment of premiums for

any health and welfare benefits in which she is participating and such benefits shall be prorated based on the Nurses salary during such leave (see 12.10 g) above). Contributions to the Pension Plan will be in accordance with the Plan. The Nurses will not be eligible to participate in the disability income plans (WS&I, LTD, sick leave) 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 written notice is given the Assistant Manager. Deferred salary plus accrued interest, if applicable, will be returned to the Nurse, within a reasonable period of time.
- (j) If the Nurse terminates employment, the deferred salary plus accrued interest if applicable, held by the Employer will be returned to the Nurse within a reasonable period of time. In case of the Nurse's death, the funds will be paid to the Nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the Nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the Nurse as much notice as is reasonably possible. The Nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest if applicable, paid out to her within a reasonable period of time.
- (l) Upon return from prepaid leave, the Nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job or laid off in accordance with Article 10.08.
- (m) Final approval for entry into the pre-paid leave program will be subject to the Nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the Nurse's pay. Such agreement will include:
 - i) A statement that the Nurse is entering the pre-paid leave program in accordance with Article 12.10 of the Collective Agreement.
 - ii) The period of salary deferral and the leave period for which the leave is requested.
 - iii) The letter of application from the Nurse to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.
- (n) At the option of the employee, the plan may be extended by the same amount of time as any authorized unpaid extended leave of absence occurring during such period of time.

ARTICLE 13 – NAMED HOLIDAYS

13.01 (a) Temporary full-time Nurses who are not required to work on a named holiday shall receive time off with pay (7-1/2 hours) on or for the following named holidays subject to b) below:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	The day before Christmas Day (Dec. 24 th)
Family Day	OR
	The day before New Year's Day (Dec. 31 st)

With regard to working Christmas Eve Day (Dec 24th) and/or New Year's Eve Day (Dec 31st), the following scenarios are meant to clarify any confusion.

- i) If a Nurse works Christmas Eve Day and is off on New Year's Eve Day, then New Year's Eve is the stat day. The Nurse is paid at the regular rate for Christmas Eve Day.
- ii) If a Nurse works New Year's Eve Day and is off Christmas Eve Day, then Christmas Eve Day is the stat day. The Nurse is paid at the regular rate for New Year's Eve Day.
- iii) If a Nurse works both, Christmas Eve Day is at regular pay and New Year's Eve Day is considered the stat and the Nurse is paid time and a half.

(b) In order for a temporary full-time Nurse to qualify for pay on a named holiday when she does not work, she must meet the criteria set forth in Part VII, Section 26, Subsection 1 of the Employment Standards Act of Ontario.

(c) At the written request of the Nurse submitted four (4) weeks in advance of the named holiday, she shall receive premium pay at the rate of time and one-half (1-1/2) for hours worked on that day over and above the seventy-five (75) hour averaging period in lieu of compensating time off with pay and the one half (1/2) times premium referred to in c) above.

13.02 Requests to work either the day before Christmas Day or the day before New Year's Day shall be submitted by a Nurse to the Immediate supervisor no later than October 15th. The finalized work schedule shall be posted by the Employer no later than November 15th. In the case of a dispute, time off on either the day before Christmas or the day before New Year's Day will be scheduled on a rotational basis unless mutually agreed otherwise.

13.03 Regular part-time Nurses shall be paid on each pay cheque 4.88% of their individual straight time earnings, exclusive of overtime pay and all other premiums, in lieu of named holidays.

13.04 A regular part-time, temporary part-time or casual Nurse who is required to work on a named holiday shall be paid at the rate of time and one half (1-1/2) her

basic hourly rate of pay for all hours worked on such named holiday and the Nurse shall not receive a day off in lieu of the named holiday so worked.

- 13.05 For Christmas Eve and Boxing Day, and prior to posting a schedule, the Employer will canvass the Nurses to determine volunteers willing to work both days. Following this the Employer will attempt to accommodate Nurses who only wish to work one of these days.

ARTICLE 14 – VACATIONS

- 14.01 (a) i) Part-time Nurses shall be paid six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), of their gross salary earned in lieu of vacation, whichever percentage is applicable depending on the vacation entitlement as set forth hereunder:

Up to 6,000 hours worked	-	6%
From 6,001 hours worked or after 4 calendar years, whichever occurs later	-	8%
From 15,001 hours worked, or after 10 calendar years, whichever occurs later	-	10%
From 34,501 hours worked, or after 23 calendar years, whichever occurs later	-	12%

"Gross salary" as herein used includes straight time pay, overtime pay, and pay in lieu of holidays as provided for in Article 13.03, For those Regular part-time nurses who are not eligible for benefits, the gross salary shall also include pay in lieu of benefits as provided for in Article 17.04.

- ii) Nurses shall be paid their vacation pay on the first pay period in June of each year.

Once in each vacation year, at a time other than the first pay period in June, a part time Nurse may request her/his vacation pay, up to the amount accumulated in her/his vacation bank. Such request shall be made in writing five (5) weeks in advance of the date to receive this payment.

- (b) Casual and temporary Nurses shall be paid on each pay cheque six percent (6%) of their gross salary as defined in Article 14.01a) above.
- (c) Regular part-time Nurses may apply for annual vacation without pay on the following basis:
- i) employees receiving 6%, 3 calendar weeks;
 - ii) employees receiving 8%, 4 calendar weeks;

- iii) employees receiving 10%, 5 calendar weeks;
- iv) employees receiving 12%, 6 calendar weeks.

14.02 The vacation year shall be from April 1st to March 31st of the subsequent year.

14.03 (a) Requests to reserve vacation time must be submitted in writing to the Nursing Manager or designate or Manager by January 31st of each year. Vacation schedules shall be posted by the Employer no later than March 1st. Once posted these dates cannot be changed without the mutual consent of the Employer and the Nurse. In the event of conflicts seniority shall prevail, provided that assertion of seniority can no longer be exercised by any senior Nurse to take over a junior Nurse's scheduled annual vacation after the official annual vacation schedule of Nurses shall have been posted by the Employer.

(b) All other requests for vacation must be submitted in writing six (6) weeks in advance and the Employer shall grant such requests where possible. Vacation requests shall not be unreasonably withheld.

(c) Prior to leaving on vacation, Nurses shall be notified in writing of the date and time on which to report for work following vacation.

(d) Seniority shall entitle a person to claim no more than three (3) weeks of prime vacation time. Should a request be made for more than three (3) weeks the employer will endeavour to approve the request. An employee can request more than three (3) weeks of vacation during the prime time period(s) where there are no other conflicting requests. Prime time in this agreement shall consist of March Break, July, August and the week immediately preceding Christmas week, the weeks in which at Christmas Day and New Years' Day occur and the week immediately following New Years' Day.

14.04 A Nurse who is transferred from full-time to part-time, or vice versa, shall retain and carry with her length of service for vacation entitlement purposes.

14.05 (a) Vacation may commence at anytime during the vacation year. Such vacation requested shall normally be for a minimum of one week. It is understood that a request for five (5) consecutive days of vacation will entitle a Nurse to seven (7) consecutive days off of work.

(b) Nurses may request vacation for blocks of less than one full week, however, Nurses requesting a full week of vacation will be given priority over those requesting less than a full week for the same period.

ARTICLE 15 – WORKPLACE SAFETY & INSURANCE

15.01 All Nurses included in this Agreement shall continue to be covered by the provisions of the Ontario Workplace Safety & Insurance Act, subject to the rules and regulations of the aforementioned Act.

15.02 A Nurse who is incapacitated and is unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the

Workplace Safety & Insurance Act, shall receive her compensation payments from the Board for time lost as a result of the accident.

- 15.03 A Nurse who is absent on a Workplace Safety & Insurance claim will not accrue annual vacation and designated paid holidays with pay during the entire period of absence. However, service credits for the purpose of calculating future vacation entitlement will continue to accrue during such absence.
- Should an anniversary increment fall during such leave, the Nurse shall receive her anniversary increment upon her return to employment.
- 15.04 A Nurse shall lose her seniority and employment on the date when she is declared permanently unfit to perform her regular duties or, on the date as of which a physician certifies the Nurse fit to return to work and she fails to do so. In the case of Nurses who are hired for a definite term of employment, upon expiration of such term, whichever occurs first.
- 15.05 All accidents must be reported immediately by the Nurse to the Immediate supervisor who will discuss it with the Centre Director prior to filling out the accident report. The Nurse will be provided with a copy of the report if requested.
- 15.06 Nurses are required to provide the Immediate supervisor as far in advance as possible, with a written notice of readiness to return to work.
- 15.07
- (a) When it has been medically determined that a Nurse, due to an illness or injury, is unable to carry out some or all of the regular functions of her position, she may be assigned modified duties if such is available, as required by a medical certificate and in accordance with the Employer's existing Work Accommodation Policy.
 - (b) The Employer, the affected Nurse and the Union agree to consult throughout the process.
 - (c) If it is a compensable matter under WSIB the Employer agrees to provide the Nurse with a copy of Form 7 at the same time as it is sent to the Board.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

- 16.01
- (a) Temporary full-time Nurses shall be governed by the provisions of Article 16 of the Full-Time Collective Agreement.
 - (b) A part time Nurse shall not be scheduled to work clinic shifts of less than four (4) hours.
 - (c) The Employer shall endeavour to provide regular part time Nurses with 1 weekend off in any 3 week period. Nurses who have indicated a preference to work on Saturdays and Sundays will be scheduled first to perform the available weekend work and will be exempt from this provision.

- (d) Scheduled days off for regular part time Nurses will be marked on the posted schedule.
- (e) Nurses who work more than two (2) consecutive weekends shall be paid one and one half times (1.5x) her/his regular hourly rate for all hours worked on a third and subsequent weekend until he/she receives a weekend off.

This article shall not apply to consecutively worked weekend shifts at the Nurses' request or through shift exchanges in accordance with Article 16.03.

16.02

Regular part-time, temporary part-time and casual Nurses

- (a)
 - (i) A Nurse who works in excess of her scheduled hours on any day and has also worked at least seven and one-half (7-1/2) hours shall be paid overtime for such excess hours worked at the rate of one and one-half (1-1/2) times her basic hourly rate.
 - (ii) Should a Nurse be scheduled in excess of seventy-five (75) hours in the designated fourteen (14) day averaging period she/he shall be paid overtime for all hours worked at the rate of one and one half times her/his basic hourly rate. There shall be no pyramiding of daily and biweekly averaging overtime hours.
- (b)
 - i) It is understood that a Nurse who volunteers to work additional hours on days which are not designated as her scheduled day(s) off, she shall be paid her basic rate of pay for all such hours worked.
 - ii) Effective September 7, 2016 a nurse shall be paid a weekend premium, of \$2.70 per hour in addition to her applicable hourly rate of pay for each hour or portion thereof worked between 2400 hours on Friday to 2400 hours on Sunday when the Saturday or Sunday is scheduled as part of the nurse's regular work week.

Effective April 1, 2017 a nurse shall be paid a weekend premium, of \$2.80 per hour in addition to her applicable hourly rate of pay for each hour or portion thereof worked between 2400 hours on Friday to 2400 hours on Sunday when the Saturday or Sunday is scheduled as part of the nurse's regular work week.

Any increase to the weekend premium shall be applied on the same dates as will be negotiated or arbitrated between O.H.A. and O.N.A. upon renewal of the Hospital agreement that expired March 31, 2016.

- (c) When a Nurse is required by the Employer to work on her designated scheduled day(s) off she shall be paid at the rate of time and one-half (1-1/2) for all hours worked.
- (d) The employer shall provide an unpaid meal period for Nurses who are scheduled to work as follows:

- i) less than five (5) hours - no meal period;
 - ii) five (5) hours to eight (8) hours - thirty (30) minute meal period;
 - iii) Greater than eight (8) hours to ten and a half (10.5) hours - sixty (60) minute meal period;
 - iv) Greater than ten and a half (10.5) hours - ninety (90) minute meal period.
 - v) Meal periods referred to in iii) and iv) above may be scheduled by the Employer to be taken in thirty (30) minute allotments.
- (e) The Employer shall endeavour to schedule meal periods for Nurses between the hours of 11:00 and 14:00 for lunch and between the hours of 16:00 and 19:00 for dinner.
- (f) Nurses shall be scheduled rest periods as follows:
- i) one paid rest period of fifteen (15) minute if scheduled to work seven and one half (7.5) hours or less.
 - ii) two paid rest periods of fifteen (15) minutes each if scheduled to work greater than seven and one half (7.5) hours to eleven and one half (11.5) hours.
 - iii) three paid rest periods of fifteen (15) minutes if scheduled to work greater than eleven and one half (11.5) hours.
 - iv) rest periods referred to in ii) and iii) above may be combined by the Employer.

Note:

“Scheduled to Work” or “hours worked” or “work performed” and any other reference to work, wherever it appears in the Collective Agreement shall be defined as the posted time of reporting and the estimated scheduled end time as per posted schedule. Hours of work shall also include any other work required by the employer.

- (g) Should a Nurse be recalled to duty during her meal period, equivalent time shall be provided later in the day, if this is not possible the Nurse shall be paid at the rate of time and one-half (1-1/2) for time worked.
- (h) Should a Nurse not receive her rest period or be called back to work the Nurse shall be paid in addition to her basic rate of pay at a premium of .5 for such time worked.
- (i) Work schedules shall be posted not less than two (2) weeks in advance of the commencement of the schedule and shall cover a four (4) week period, provided that where circumstances arise which if left unattended, would jeopardize blood collections or apheresis operation, a change may be made. Such change to the work schedule will be brought to the attention of the Nurse affected by the change.

- (j) In accordance with the Employment Standards Act, there shall be a rest period of at least eleven (11) hours between the cessation of work on one day and the commencement of work on the next day. Should the Nurse work within this eleven (11) hour rest period, she shall be paid at the rate of time and one-half (1.5x) her regular hourly rate for the first four (4) hours worked on the next shift.
- (k) There shall be no splitting of shifts in any given day (i.e., if there should be any waiting time between the cessation of work and the recommencement of work in any single day, such waiting time, exclusive of any meal period of one (1) hour duration, shall be paid at straight time. This waiting time will include meetings, training and office work.
- (l) A regular part-time, temporary part-time or casual Nurse who reports for work as scheduled, unless otherwise notified, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the employer which she is capable of doing, if her regular duties are not available.
- (m) (i) Where less than twenty-four (24) hours' notice is given to the part time Nurse for any cancellation of scheduled work hours then over time at one and one half (1 ½) of the Nurse's regular straight time hourly rate will be paid for all hours worked on the Nurse's next scheduled shift, except when such shift cancellation occurs due to conditions beyond the control of the Employer.

Premium pay will be extended to subsequent shifts worked such that the number of premium hours paid shall equal the number of cancelled clinic hours.

Where a shift attracts overtime pay pursuant to this provision the Nurse will be paid at the overtime rate of two (2) times her or his straight time hourly rate for all overtime hours worked on that shift.

- (ii) Where a regular part time Nurse's shift is cancelled with more than 24 hours' notice, the affected Nurse will have the option of displacing the least senior Nurse scheduled to work at another clinic on the same day within her or his Region, provided the affected Nurse is qualified to perform the work. The Nurse will inform the employer of her desire to displace the least senior Nurse within 24 hours of the employer's notification. It is understood that where the displaced Nurse receives less than 24 hours' notice, Article 16.02(m) (i) will not apply.

16.03 Nurses shall continue to be allowed to exchange days off or tours of duty with the prior approval of the Immediate supervisor and provided that there is no increased cost to the Employer as a result of such exchange. Requests to be submitted in advance with as much notice as possible. Such request shall not be unreasonably denied.

16.04 Effective September 7, 2016, a Nurse shall be paid an evening premium (\$2.15) per hour for each hour worked between 5:00 p.m. on any day and 7:00 a.m. on the next day. Evening premium shall not form part of the Nurse's straight time hourly rate.

Effective April 1, 2017, a Nurse shall be paid an evening premium (\$2.25) per hour for each hour worked between 5:00 p.m. on any day and 7:00 a.m. on the next day. Evening premium shall not form part of the Nurse's straight time hourly rate.

Any increase to the evening premium shall be applied on the same dates as will be negotiated or arbitrated between O.H.A. and O.N.A. upon renewal of the Hospital agreement that expired March 31, 2016.

16.05 On-Call

- (a) On-call duty means the period during which a Nurse is required to remain available for duty outside her scheduled working hours, and during which the Nurse must be available to respond without undue delay to any request to return to duty.

Effective date of ratification, any Nurse who is assigned to on-call duty shall receive on-call pay at the rate of three dollars and forty-five cents (\$3.45) per hour, and five dollars and five cents (\$5.05) per hour on paid holidays, for the period of scheduled on-call. On-call pay shall cease when the Nurse arrives for duty. Such work shall be paid in accordance with Article 16.06.

16.06 Call – Back

- (a) A Nurse who is on call and responds to a call back or a Nurse who has completed her daily scheduled hours of work and has left the Centre or the clinic site and is called back to work prior to her next scheduled shift she shall be paid at the rate of time and one-half (1 1/2) her straight time hourly rate for all hours worked during this period with a minimum guarantee of four (4) hours at time and one half (1.5). Should the Nurse complete the call back and leave the Centre prior to the expiry of the four (4) hour period, any call back received by the Nurse during this four (4) hour period shall not be considered as a separate call back and the four (4) hour minimum shall not apply.
- (b) A Nurse who responds to a call-back shall be reimbursed by the Employer, either the amount of her taxi fare, or, if she uses her own vehicle, at the rate of fifty cents (\$0.50) per kilometre, or the prevailing corporate rate, whichever is greater, or to such greater amount as the Employer may, in its discretion, determine for her travel.
- (c) A Nurse who responds to a call-back shall be reimbursed by the Employer, either the amount of her taxi fare, or, if she uses her own vehicle, at the rate of forty cents (\$0.40) per kilometre or prevailing corporate rate, whichever is greater, or to such greater amount as the Employer may, in its discretion, determine for her travel.

16.07 Premiums under this collective agreement shall not form part of the Nurse's straight time hourly rate.

16.08 Scheduling – Regular Part-Time

- i) The Regular Part-time commitment to the Employer is between twenty (20) to twenty-nine (29) hours per week.
- ii) Provided the work is available, within each Region, the Employer agrees to schedule regular part-time Nurses in accordance with i) above. This commitment shall not be construed as a guarantee of hours or pay.
- iii) Where all regular part-time Nurses have been scheduled up to their commitment, additional hours beyond the commitment will then be assigned to regular part-time Nurses on the basis of seniority, within each Region. However, such hours shall not normally exceed seventy-five (75) hours in a bi-weekly period.
- iv) More than three (3) requested days off per week will disentitle a Nurse from i, ii and iii above. It is agreed that the current practice of submitting requested days off prior to the posting of the schedule shall continue. If a requested day off is denied, the Nurse shall be given a reason for the denial. Requests shall not be unreasonably denied.

For Hamilton Regional staff: (ref. Article 2), additional hours that become available in the permanent clinic will be first offered by seniority to staff who are normally scheduled to work in the permanent clinic prior to calling in other staff within the region. It is further understood, hours that become available on mobile clinics will first be offered on the basis of seniority to those normally scheduled to work on mobile clinics.

- v) The parties agree that this arrangement does not infringe on the Employer's right to schedule Nurses to meet operational requirements.

ARTICLE 17 – INSURED BENEFITS / PENSION

- 17.01 When the enrolment and other requirements of the insurer for group participation have been met, the Employer shall sponsor group plans for the prepayment of hospital and medical care, and major medical benefits and shall pay a portion of the cost as set out below.
- 17.02 Eligibility to participate in the benefits plan for regular part time employees, requires that they work an average of eighteen and three quarter (18.75) regular hours (exclusive of overtime or premiums) per week over the previous calendar year. Hours will be reviewed in January of each year to determine continued eligibility.
- 17.03 Newly hired regular part-time nurses that work an average of eighteen and three quarter (18.75) regular hours (exclusive of overtime or premiums) per week after the completion of three months of service, will be eligible to participate in the benefits plan the first day of the month following the completion of three months of service. Ineligible nurses will be paid in accordance with 17.04 below.

- 17.04 On the first of the month following three (3) months of employment, regular part time nurses who are not eligible for benefits in accordance with Article 17.03 above shall receive 6.5% of their individual straight time earnings, in lieu of insured benefits. Hours will be reviewed in January of each year to determine continued eligibility.
- 17.05 In respect to a group plan for the prepayment of hospital and medical care benefits, the portion of the cost payable by the Employer on behalf of each participating nurse shall be one hundred percent (100%) of the premium rate (for either a single person or for a family, as the case may be), for coverage under the Ontario Health Insurance Plan.
- 17.06 In respect of a group Plan for Extended Health [supplementary hospital (semi-private coverage) and major medical, participation being in accordance with the provisions and requirements of the existing Plan on the part of the nurse, the portion of the cost payable by the Employer on behalf of each participating nurse shall be one hundred percent (100%) of the subscription rate (for either a single person or for a family as the case may be.)
- 17.07 Effective July 1, 2005, such coverage will include Vision Care, to a maximum of two hundred dollars (\$200.00) for each covered person in any twenty-four (24) consecutive month period.
- The Employer shall provide drug cards for nurses with an annual deductible equal to 75% of existing annual (2005) deductible under the extended health care plan.
- 17.08 All eligible nurses shall enroll in the Pension Plan, Group Life Insurance Plan [basic being one (1) times annual salary rounded off to the next higher thousand (1000), with option to two (2) times or to three (3) times annual salary rounded off to the next higher thousand (1000); and with further options on Group Life for Dependents, in the Accidental Death & Disability and Long Term Disability Plan, in accordance with the provisions and requirements of these Plans. A nurse on Long Term Disability will cease to accrue sick leave, vacation, and will not be entitled to paid holidays during such absence or be entitled to service credits for the purpose of anniversary increments.
- 17.09 Dental Plan
- (a) Subject to the enrolment and other requirements of the Employer and the insurer for group participation, the Employer shall implement a Dental Plan.
 - (b) All eligible nurses must join the Dental Plan on the first of the month following three (3) months of continuous employment. Nurses may opt out of this plan only if his/her spouse has equal or better coverage through his/her employer.
 - (c) The Employer shall pay 66-2/3% of the premium cost for each participating nurse with the nurse paying the remaining 33-1/3%.
 - (d) Effective July 1, 2005, the plan will include major restorative services at fifty percent (50%) reimbursement to a maximum of one thousand five hundred dollars (\$1,500.00) per covered person per calendar year.

17.10 The Employer may at any time substitute another carrier(s) to underwrite any plan(s) herein provided that the benefits under the plans are not in any way reduced.

17.11 The Employer agrees to provide each nurse with an explanatory booklet on all the above welfare benefit plans.

17.12 Pension Plan

- (a) Employees in the bargaining unit shall participate in accordance with the eligibility provisions of the CBS Defined Benefit Pension Plan (the "Plan"). The rate at which the employees shall contribute to the Plan shall be as established from time to time in accordance with the terms of the Plan. The rate at which the Employer shall contribute to the Plan is limited to the fixed amount established from time to time in accordance with the terms of the Plan. The parties agree that the Plan is a defined benefit pension plan to which section 14(3) of the Pension Benefits Act, R.S.O. 1990 c. P. 8 and section 6(1) of Regulations 909 under the Pension Benefits Act, supra apply.

For purposes of clarity, the contribution rate of both employees and the employer are described as outlined below:

CBS DEFINED BENEFIT PENSION PLAN

SAMPLE CONTRIBUTION SCHEDULE

Total Annual Cost	Members' Contribution Rate	Employer Contribution Rate
14.00%	6.00%	8.00%
13.00%	5.50%	7.50%
12.00%	5.00%	7.00%
11.75%	4.88%	6.88%
11.50%	4.75%	6.75%
11.25%	4.75%	6.50%
11.00%	4.75%	6.25%
10.75%	4.75%	6.00%
10.50%	4.75%	5.75%
10.25%	4.75%	5.50%
10.00%	4.75%	5.25%
9.75%	4.75%	5.00%
9.50%	4.75%	4.75%
9.00%	4.50%	4.50%
8.00%	4.00%	4.00%
7.00%	3.50%	3.50%

- NOTES:
- (1) Above contribution rates are prior to utilization of any surplus to reduce contributions.
- (2) Should total annual cost be set at a level greater than 14%, member and contribution rates will be such that the employer contribution is 2% greater than the members' contribution rate.

- (3) Should total annual cost be set at a level lower than 7%, member and employer contributions will be such that the employer contribution rate is equal to the members' contribution rate.
 - (4) Members' contribution rate and employer contribution rate should be interpolated from the above table where the total annual cost falls between amounts shown.
- (b) Regular part time nurse, who becomes eligible but does not join the Canadian Blood Services Pension Plan in accordance with the rules and regulations of the Plan, shall receive four percent (4.0%) of her individual straight time earnings in lieu of pension.
 - (c) A regular part time nurse who becomes eligible and joins the Canadian Blood Services Pension Plan in accordance with the rules and regulations of the Plan, shall no longer receive the pay in lieu of pension referred to in 17.11 (b) above.
- 17.12 For purposes of health and welfare benefits under Article 17 dependent coverage is available to the nurse, to cover her or his same sex partner and their dependents as set out in the benefits plan.
- For those employees transferring from part-time to full-time, there will be no waiting period for benefits.
- A waiting period only need to be served if the employee did not complete her probationary period in her part-time position.
- 17.13 A regular part time nurse will be paid two per cent (2%) of regular straight time earnings in lieu of sick leave credits.
- 17.14 On the first of the month following three months of employment a temporary part-time, casual, and temporary full-time nurses shall be paid, on each pay cheque, in addition to their basic regular rate of pay, twelve and one-half (12½%) per cent of their individual straight time earnings, exclusive of overtime pay and all other premiums payable under this Agreement, in lieu of all insured benefit plans including pension and sick leave.
- 17.15 A temporary part-time, casual, and temporary full-time Nurse who becomes eligible and joins the Pension Plan in accordance with the rules and regulations of the Plan, shall be paid on each pay cheque eight and one-half per cent (8.5%) of her straight time earnings as defined in 17.01 a) above, instead of twelve and one-half per cent (12.5%).

ARTICLE 18 – COMPENSATION

- 18.01
- (a) The salaries in effect during the term of this Agreement shall be those set forth in Schedule "A" attached to and forming part of this Agreement.
 - (b) Nurses shall receive retroactive pay for all paid hours including overtime hours (excluding all other premiums).
 - (c) Retroactive wage adjustments shall be made within four (4) full pay periods following the implementation of the negotiated wage grids set out under Schedule "A".

- (d) Nurses who were on staff as at April 1, 2016 and whose employment terminated prior to the signing date of this Agreement shall receive retroactive pay for all hours paid (excluding all other premiums) for the period between April 1, 2016, and their termination date provided they apply in writing to the Manager or designate, Human Resources within sixty (60) calendar days following the signing date of this Agreement.
 - (e) All changes in the agreement shall take effect on the date of ratification of the Union, unless otherwise specifically indicated herein. Ontario Nurses' Association will provide CBS with written notice of ratification.
- 18.02
- (a) When a Nurse is temporarily assigned to a position within the bargaining unit, with a classification rate higher than her own, she shall be placed at the same step in the new salary grid as the Nurse's current step for all hours worked for the duration of the temporary assignment. The Nurse will be deemed to be covered by the collective agreement and the employer will advise her of the expected duration of the temporary assignment.
 - (b) A Nurse who is temporarily assigned to a classification, in accordance with Article 10.05, outside the bargaining unit, shall continue to accrue seniority, sick leave, vacation and staff benefits applicable to her under this Agreement. The Employer will advise the Nurse of the expected duration of the temporary assignment.
 - (c) Effective the date of ratification when a Nurse is assigned the responsibility to direct, supervise, assist in the preparation of performance evaluations or oversee the work of other Nurses and/or auxiliary staff, she shall be paid a premium of two dollars (\$2.00) per hour for such assignment in addition to her regular salary.
- 18.03
- When a new position is established and determined either by mutual agreement or by the Labour Relations Board to be within the scope of this agreement the salary for such position shall be subject to negotiations. If the parties are unable to agree, such a dispute may be submitted to arbitration, in accordance with the arbitration procedure set out in this Collective Agreement. The salary shall be retroactive to the time the position was first filled by the Nurse.
- 18.04
- (a) Annual salary increments shall be paid to each temporary full-time Nurse on her current anniversary date of employment with the Employer subject to adjustments as provided elsewhere in this Collective Agreement.
 - (b) Annual salary increments shall be paid to regular part-time, temporary part-time and casual Nurses after each 1500 hours worked.
- 18.05
- Nurses currently on staff and all new hires shall receive recognition for continuous related nursing experience as follows:
- (a) One (1) annual increment for each one (1) year of continuous related experience up to the maximum level as outlined in Schedule "A", provided that proof of related experience is submitted in writing from the previous employer.

- (b) If there has been a break in the Nurse's employment of more than two (2) years, then the number of increments to be provided shall be at the discretion of the Employer.

18.06 A regular part-time Nurse who is required to wear a uniform not supplied by the Employer shall receive a uniform allowance of \$150.00 per annum. A lump sum payment of \$75.00 will be paid only to those Nurses who are on staff as of May 1 and/or October 1 of each year. Nurses on probation at date of issue will receive the uniform allowance only after successful completion of their probationary period.

18.07 Meal Allowance

- (a) Nurses who are required by the Employer to work on clinics outside the boundaries of the Regional Municipality of Hamilton-Wentworth and for Regional Nurses who are scheduled to attend clinics outside their regional boundaries shall continue to receive a meal allowance as follows:

Breakfast	\$8.00
Lunch	\$11.20
Dinner	\$16.25

- (b) Allowance for breakfast will be given when a Nurse departs the Centre at 0700 hours or earlier.
- (c) Allowance for lunch will only be given if the time of departure from the Centre on a mobile assignment, subject to 16.02 d), is 12:00 noon or earlier, or the time of return to the Centre is 12:30 p.m. or later.
- (d) Allowance for dinner will only be given if the time of return from a mobile clinic, subject to 16.02 d), is 6:00 p.m. or later.

18.08 Nurses who are authorized to use their own vehicle to travel to clinic sites or on Centre business shall be paid a mileage allowance of forty cents (\$0.40) per kilometre or the prevailing corporate rate, whichever is greater, and will also be credited with paid time as if they left the permanent site of their home location.

ARTICLE 19 – MISCELLANEOUS

19.01 The Employer shall provide a bulletin board to be placed in a reasonably accessible location upon which space shall be provided for the exclusive use of the Union. All notices posted shall be signed by an accredited local representative of the Union. The Employer reserves the right to remove posted material objectionable to the Employer.

19.02 A copy of this Agreement will be issued to each Nurse currently employed and as employed. The cost of printing shall be borne equally by the Union and the Employer.

19.03 The Employer may grant permission to the Union to hold meetings on the Employer's premises.

- 19.04 Paychecks shall continue to be issued by the Employer during the term of this Agreement as per current policy.
- 19.05 Within two (2) weeks following an employee's termination of employment, the employer will provide her or him with a letter detailing her or his years of experience in the employment at Canadian Blood Services. In the case of part time employees, such experience shall be expressed as hours worked.
- 19.06 If the Employer requires employees to provide medical certificates and/or other documentation to which a cost is associated, the Employer shall pay the full cost for such certificate and/or documentation.

ARTICLE 20 – ORIENTATION AND IN-SERVICE PROGRAMME

- 20.01 (a) The Employer recognizes the need for programmes to assist Nurses' professional growth. To this end, the Employer will endeavour to provide:
- i) an orientation programme;
 - ii) a staff in-service programme;
 - iii) a written performance evaluation on an annual basis.
- (b) Nurses shall be given an opportunity to attend in-service programmes. When a Nurse attends any in-service programme during her regularly scheduled working hours, she shall suffer no loss of regular pay. When a Nurse is required to attend an in-service programme outside her regularly scheduled hours, she shall be paid for all time in attendance at her regular straight time hourly rate of pay.
- (c) When a Nurse is required by the Employer to attend courses necessary for her position, she shall suffer no loss of regular pay for all time spent in attendance on such courses and shall be reimbursed by the Employer for all necessary and substantiated expenses incurred by the Nurse.

ARTICLE 21 – DURATION

- 21.01 This Agreement shall be effective from April 1, 2016 and shall continue in full force and effect up to and including March 31, 2018. The Agreement shall automatically continue thereafter for periods of one year unless, either party desires to modify or amend this Agreement, it shall give the other party notice, in writing, not earlier than ninety (90) calendar days prior to the expiry date of this Agreement.
- 21.02 (a) The Employer agrees to implement any increases to the above salary rates as per the settlement or arbitration award between the Ontario Hospital Association and the Ontario Nurses' Association for the participating Hospitals from April 1, 2016 to March 31, 2018. Such increases will be fully retroactive on all hours worked to the effective dates specified in the settlement or arbitrated award and shall be paid consistent with Article 18.01 of the collective agreement.

- (b) Any increase to the weekend premium shall be applied on the same dates as will be negotiated or arbitrated between O.H.A. and O.N.A. for the period between April 1, 2016 to March 31, 2018.
- (c) Any increase to the evening premium shall be applied on the same dates as will be negotiated or arbitrated between O.H.A. and O.N.A. for the period between April 1, 2016 to March 31, 2018.

SCHEDULE "A"
SALARIES

A Part-Time Nurse shall be compensated in accordance with the following salary grid:

Any Nurse who is assigned the duties and responsibilities for the Nurse trainer position shall be paid in accordance with Article 18.02 (a).

Registered Nurse April 1, 2016 April 1, 2017

Part Time/ TPT / Casual

Start	\$31.45	\$32.21
After 1500 Hours	\$31.91	\$32.36
After 3000 Hours	\$32.45	\$32.90
After 4500 Hours	\$34.04	\$34.52
After 6000 Hours	\$35.65	\$36.15
After 7500 Hours	\$37.66	\$38.19
After 9000 Hours	\$39.68	\$40.24
After 10500 Hours	\$41.72	\$42.30
After 12000 Hours	\$44.68	\$45.31
After 37,500 Hours	\$45.48	\$46.11

Nurse Trainer / Educator April 1, 2016 April 1, 2017

Part Time/ TPT / Casual

Start	\$32.71	\$33.49
After 1500 Hours	\$33.19	\$33.65
After 3000 Hours	\$33.75	\$34.22
After 4500 Hours	\$35.40	\$35.90
After 6000 Hours	\$37.08	\$37.60
After 7500 Hours	\$39.17	\$39.72
After 9000 Hours	\$41.26	\$41.84
After 10500 Hours	\$43.38	\$43.99
After 12000 Hours	\$46.46	\$47.11
After 37,500 Hours	\$47.28	\$47.94

In witness whereof the parties have executed this Agreement on the date hereunder indicated by affixing hereto the signature of their proper Officers in that behalf.

Dated at Hamilton, Ontario this 6th day of February, 2018.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Andrew Pateman

Tam Gallagher

Janet Piersma

Melissa Button

Lisa Bruce

Katherine Guevarra

Kim Rodney

Farrukh Abbas

LETTER OF UNDERSTANDING

Between:

**CANADIAN BLOOD SERVICES
HAMILTON BLOOD CENTRE
(hereinafter called the "Employer")**

And:

**ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Union")**

Re: Scheduling

The parties agree there will be a Scheduling Committee to review scheduling concerns.

Canadian Blood Services management may be involved. Management agrees to meet with the Committee in a Labour-Management meeting to review the feasibility of the recommendations and to consider the implementation on a trial basis.

LETTER OF UNDERSTANDING

Between:

**CANADIAN BLOOD SERVICES
HAMILTON BLOOD CENTRE
(hereinafter called the "Employer")**

And:

**ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Union")**

Re: Local Coordinator

The Employer agrees to grant leaves of absence, with pay, to one (1) Nurse elected to the position of Local Coordinator. Subject to five (5) weeks of advance notice and operational requirements. It is understood and agreed that a Local Coordinator shall be granted such leave(s) for up to thirty-five (35) calendar days per year, as she or he may require fulfilling the duties of the position. Request for additional leave will be given consideration upon written request should the need arise.

During such leaves of absence the Nurse's salary and applicable insured benefits or percentage in lieu for a part-time Nurse shall be maintained by the Employer and the Union agrees to reimburse the Employer based on the Nurse's daily rate of pay and percentage in lieu for a part-time Nurse for each day of absence or portion thereof.

This Letter of Understanding shall remain in effect for the duration of this Collective Agreement.

LETTER OF UNDERSTANDING

Between:

**CANADIAN BLOOD SERVICES
HAMILTON BLOOD CENTRE
(hereinafter called the "Employer")**

And:

**ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Union")**

Re: Reimbursement of Incurred Expenses

The parties herein agree and recognize that Nurses may periodically use their personal funds to purchase work related supplies while on clinics, due to inadequate provisioning of the clinic. Nurses may also incur expenses associated with the use of their cell phone, where the company supplied cell phone does not have reception or is no longer working.

Where a Nurse incurs expenses, as described above, that are reasonable and necessary to the operation of the clinic, they will be fully reimbursed without undue delay by the most appropriate and expedient means available. Production of associated receipt(s) or bill(s) is required.

The Nurse will complete a "petty cash voucher" available on all mobile and permanent sites. The Employer shall provide a memo to inform Nurses of this process within 30 days of ratification.

LETTER OF UNDERSTANDING

Between:

**CANADIAN BLOOD SERVICES
HAMILTON BLOOD CENTRE
(hereinafter called the "Employer")**

And:

**ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Union")**

Re: Change In Nursing Hours

The Employer agrees to communicate with the Union through the Bargaining Unit President, any significant change in nursing hours. A reason for such change shall be provided at the time.

LETTER OF UNDERSTANDING

Between:

**CANADIAN BLOOD SERVICES
HAMILTON BLOOD CENTRE
(hereinafter called the “Employer”)**

And:

**ONTARIO NURSES’ ASSOCIATION
(hereinafter called the “Union”)**

Re: Vacation Period – 6th Day

The Employer agrees that when PT/FT Nurses that are being “scheduled” “Vacation” on the “6th day” of the vacation period, for the purpose of identifying on the schedule, it will read “N/A” and will not be called.

LETTER OF UNDERSTANDING

Between:

**CANADIAN BLOOD SERVICES
HAMILTON BLOOD CENTRE
(hereinafter called the "Employer")**

And:

**ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Union")**

Re: Pre-Authorized Payment for Pension and Benefits

The parties agree that, notwithstanding the provisions set out in the Collective Agreement, the Employer may institute a system of automatic bank withdrawal for payment of the Employee's required pension contributions and benefits premiums during an employee's leave of absence.

Should such a system be implemented, Employees continuing benefits coverage or pension contributions during a leave of absence shall make payment by authorizing the Employer to make the required deductions from the Employee's bank account.

LETTER OF UNDERSTANDING

Between:

**CANADIAN BLOOD SERVICES
HAMILTON BLOOD CENTRE
(hereinafter called the "Employer")**

And:

**ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Union")**

Re: Professional Practice Concerns

The parties agree to a protocol to address unresolved concerns regarding current and/or new methods of operations to ensure quality practices and compliance with a regulated environment.

- (a) A nurse(s) may raise a concern as outlined in the preamble above by submitting their concern in writing, to their Shift Supervisor within seven (7) calendar days of the occurrence leading to the concern.
- (b) The Shift Supervisor shall provide a written response to the nurse(s) within fourteen (14) calendar days (unless otherwise mutually agreed).
- (c) Where the concern remains unresolved, it shall be submitted to the Manager or designate, within fourteen (14) calendar days following the response in (b) above.
- (d) The Manager or designate, shall provide a final written disposition to the nurse(s) within fourteen (14) calendar days (unless otherwise mutually agreed), with a copy forwarded to the Bargaining Unit President.
- (e) Failing resolution in (d) above and within seven (7) calendar days, the Union shall forward the concern to the Union-Management Committee. This issue will be discussed at a meeting of the Union-Management Committee or at such other meeting that the Co-Chairs may mutually agree to convene at a later date to discuss the issue(s). The parties shall consider and attempt to resolve the concern to the satisfaction of both parties.

It is understood that this protocol or concerns raised pursuant to this protocol do not constitute a difference between the parties as to the interpretation, application, administration or alleged violation of the provisions of the Collective Agreement and accordingly are not subject to Article 9 (Grievance Procedure and Arbitration).

MEMORANDUM OF AGREEMENT

Between:

**CANADIAN BLOOD SERVICES
HAMILTON BLOOD CENTRE
(hereinafter called the "Employer")**

And:

**ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Union")**

Re: Donor Screening

Whereas non-bargaining unit employees will perform donor screening;
Therefore, the Parties hereby agree to the following:

1. No regular bargaining unit employee shall be subject to an involuntary layoff solely due to non-bargaining unit employees performing donor screening.
2. The Employer may, at its sole discretion, canvas only those employees holding the job title Registered Nurse to determine if any request to voluntarily terminate employment with the Employer.
3. The Employer shall maintain sole discretion in determining the number of Registered Nurses for which voluntary termination will be granted.
4. The Employer shall first grant voluntary termination requests from Registered Nurses made pursuant to #2 above who are eligible to retire in accordance with the provisions and requirements of the Canadian Blood Services Pension Plan in order of seniority providing that operational requirements are maintained to the satisfaction of the Employer.
5. Should the Employer determine that, following the application of #3 above, additional voluntary terminations can be granted, the Employer shall next grant voluntary termination requests in descending order of seniority, providing that operational requirements are maintained to the satisfaction of the Employer.
6. The Employer shall maintain sole discretion in determining the last day worked for Registered Nurse's for whom the Employer grants voluntary termination.
7. Any Registered Nurse to whom the Employer grants voluntary severance shall not be eligible for the provisions of the Career Bridging Program. Such Registered Nurse's shall also forfeit their right to notice and severance as contemplated by the Collective Agreement or legislation.

8. Notwithstanding #7 above, any Registered Nurse to whom the Employer grants voluntary severance shall receive a voluntary termination package consisting of:
- a) A severance payment of three (3) weeks' regular pay per year of service to a maximum of seventy (70) week's regular pay. In the case of part-time Registered Nurse's, a pro-rated severance payment shall be calculated based on the following formula, to a maximum of seventy (70) regular weeks' pay:
$$\frac{\text{regular hours worked}}{1500} \times 112.5 \text{ hours} \times \text{hourly rate of pay}$$
 - b) Career transition services, including career assessment tools, planning tools, counselling, resume preparation and interview preparation, shall be provided and to be executed by a service provider of the Employer's sole discretion.
 - c) The Employer shall provide an Education Allowance of \$1,925 or five percent (5%) of the Registered Nurse's regular earnings (whichever is greater) in the twelve (12) months preceding her voluntary termination for endeavours that the Employer considers to influence a Registered Nurse's future employment opportunities. Registered Nurse's shall apply for such allowance in writing using a form to be provided by the Employer.
9. The provisions of this Memorandum of Agreement shall not apply to temporary or casual Registered Nurse's included the bargaining unit.

LETTER OF UNDERSTANDING

Between:

**CANADIAN BLOOD SERVICES
HAMILTON BLOOD CENTRE
(hereinafter called the "Employer")**

And:

**ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Union")**

WITHOUT PREJUDICE OR PRECEDENT

Re: CANADIAN BLOOD SERVICES UNIVERSAL BENEFITS PLAN

Whereas, the Parties are interested in creating and maintaining a Universal Benefits Plan which would apply to all eligible employees at Canadian Blood Services, and

- # 1 As of the first day of April 2014, the Universal Benefits Plan, as described in the attached plan summary, shall take effect in accordance with the Part-time Collective Agreement. Eligibility to participate in the benefits plan shall continue to be in accordance with the Part-time Collective Agreement.
- # 2 Temporary and Casual employees' eligibility for participation in the Universal Benefits Plan shall continue as per their current eligibility for participation under the Collective Agreement.
- # 3 The levels of coverage of the Universal Benefits Plan shall not be reduced from those levels in effect as of the date of signing of this Letter of Understanding.
- # 4 The Employer shall make any future enhancements to the Universal Benefits Plan at its sole discretion.
- # 5 If the Union no longer wishes to participate in the Universal Benefits Plan, it may indicate its intention to withdraw from the Plan concurrent with its notice to bargain as outlined in Article 21.01. The parties would then be free to negotiate levels of benefit coverage after which time this Letter of Understanding shall be null and void. The level of benefits provided under the Universal Benefits Plan shall remain in effect for the duration of this collective agreement, the aforementioned notice period and during the negotiation period for a renewal collective agreement.

For the Purposes of this Letter of Understanding:

"The Parties" shall mean the Employer and the Union.

"Universal Benefits Plan" shall mean the extended health care, dental, life insurance, accidental death and dismemberment insurance, long term disability and business travel accident insurance plans provided to non-Union employees (and as amended by the attached plan description) as of the date of signing this Letter of Understanding.

An “eligible employee” shall mean an employee who is entitled to participate in the Universal Benefits Plan, subject to the rules and regulations of the plan.

“Collective Agreement” shall mean the Collective Agreement between Canadian Blood Services and the Ontario Nurses Association.

CANADIAN BLOOD SERVICES UNIVERSAL BENEFITS PLAN

PLAN FEATURES	
Retirement Division	<ul style="list-style-type: none"> ▪ as per the current retirement division
MAJOR MEDICAL (EXTENDED HEALTH CARE)	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ full-time: 1st of the month following date of hire ▪ part-time: as per the Collective Agreement
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: compulsory (except for opting out provisions as set out in the benefits contract) ▪ dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Deductible	<ul style="list-style-type: none"> ▪ \$15 single/\$25 family deductible for drug expenses ▪ nil for all other expenses
Combined Maximum	<ul style="list-style-type: none"> ▪ unlimited
Coinsurance	<ul style="list-style-type: none"> ▪ Drugs <ul style="list-style-type: none"> ▪ 100% ▪ Hospital <ul style="list-style-type: none"> ▪ 100% ▪ Vision <ul style="list-style-type: none"> ▪ 100% ▪ Other Eligible Expenses <ul style="list-style-type: none"> ▪ 80% professional and paramedical services ▪ 100% for all other expenses
<ul style="list-style-type: none"> ▪ Drug Features 	<ul style="list-style-type: none"> ▪ drugs available only by prescription (plus certain life-sustaining drugs that do not legally require a prescription) with a valid Drug Identification Number (DIN) ▪ pay direct drug card ▪ includes claims management features such as, dynamic maintenance, generic drug substitution, and reasonable and customary pharmacy mark-up and dispensing fee maximums by province
<ul style="list-style-type: none"> ▪ Hospital Room 	<ul style="list-style-type: none"> ▪ private or semi private
<ul style="list-style-type: none"> ▪ Nursing Care 	<ul style="list-style-type: none"> ▪ max \$25,000 per person every 3 years
<ul style="list-style-type: none"> ▪ Paramedical <ul style="list-style-type: none"> – Acupuncture – Chiropractor – Osteopath – Massage Therapist – Naturopath – Physio-therapist – Podiatrist – Psychologist/Social Worker – Speech Therapist 	<ul style="list-style-type: none"> ▪ 80% paramedical services to applicable maximum ▪ max of \$500 per person per year ▪ max of \$500 per person per year ▪ max of \$500 per person per year* ▪ max of \$500 per person per year ▪ max of \$500 per person per year* ▪ max of \$500 per person per year ▪ max of \$500 per person per year* ▪ max of \$1,500 per person per year (effective Oct. 1, 2017) ▪ max of \$500 per person per year
<ul style="list-style-type: none"> ▪ Vision Care 	<ul style="list-style-type: none"> ▪ max of \$250 per person in any 24 consecutive months (frames, lenses, laser) ▪ one eye exam every 2 calendar years (reasonable and customary costs)
<ul style="list-style-type: none"> ▪ Hearing Aids 	<ul style="list-style-type: none"> ▪ max of \$300 per person in any 5 consecutive calendar years
<ul style="list-style-type: none"> ▪ Other 	<ul style="list-style-type: none"> ▪ nursing home accommodation – max \$20 a day ▪ ambulance services to and from the nearest appropriate medical care ▪ medical supplies and services to specified maximums ▪ accidental dental treatment within 6 months of the accident ▪ extra care (wigs or hairpieces up to \$500 lifetime per person)
<ul style="list-style-type: none"> ▪ Emergency Out-of-Country 	<ul style="list-style-type: none"> ▪ emergency medical services ▪ referral treatment ▪ max of \$5 million lifetime per person
<ul style="list-style-type: none"> ▪ Travel Assistance 	<ul style="list-style-type: none"> ▪ included
* Less any amount paid by the government plan	

DENTAL	
Premium Cost Sharing	▪ as per the Collective Agreement
Waiting Period	▪ same as Major Medical
Participation Basis	▪ same as Major Medical
Required Number of Hours	▪ same as Major Medical
Dental Fee Guide	▪ current in province of residence
Deductibles	
Single	▪ nil
Family	▪ nil
Coinsurance	
▪ Part I Preventive	▪ 100%
▪ Minor Restorative	▪ 100%
▪ Part II Major Restorative	▪ 50%
▪ Part III Orthodontic	▪ 50% (Eligible Dependent Children only)
Orthodontic Dependent Children Age Basis	▪ under 19 years old
Benefit Maximum	▪ Part I – unlimited ▪ Part II - \$1,500/year ▪ Part III - \$2,500 lifetime
Recall Exam	▪ 6 months
X-Rays	▪ bitewing – once every 6 months ▪ full mouth – once every 24 months
LONG TERM DISABILITY	
Premium Cost Sharing	▪ as per the Collective Agreement
Waiting Period	▪ same as Major Medical
Participation Basis	▪ employee coverage: compulsory ▪ dependent coverage: not applicable
Required Number of Hours	▪ same as Major Medical
Benefit Formula	▪ less than 4 years of service: 66 2/3% of pre-disability earnings ▪ 4 years of service or more: 75% of pre-disability earnings
Maximum Benefit	▪ \$15,000 a month without Evidence of Insurability, \$23,000 a month with satisfactory Evidence of Insurability as per Manulife.
Qualifying Period	▪ 15 weeks or expiration of sick leave credits whichever is greater
All Source Maximum	▪ 80% of gross pre-disability earnings
Definition of Disability	▪ 2 years own occupation
Indexation of Benefits	▪ no
Pre-existing Condition Clause	▪ yes
BASIC LIFE INSURANCE	
Premium Cost Sharing	▪ as per the Collective Agreement
Waiting Period	▪ same as Major Medical
Participation Basis	▪ employee coverage: compulsory ▪ dependent coverage: not applicable
Required Number of Hours	▪ same as Major Medical
Benefit Formula	▪ 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Reduction Formula	▪ employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
Maximum Benefit	▪ without evidence: \$600,000 ▪ with evidence: \$1,000,000

	<ul style="list-style-type: none"> combined maximums with Optional Life
OPTIONAL LIFE INSURANCE	
Premium Cost Sharing	<ul style="list-style-type: none"> as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> same as Major Medical
Participation Basis	<ul style="list-style-type: none"> employee coverage: not compulsory dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> 1x or 2x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Maximum Benefit	<ul style="list-style-type: none"> without evidence: \$600,000 with evidence: \$1,000,000 combined maximums with Basic Life
DEPENDENT LIFE	
Premium Cost Sharing	<ul style="list-style-type: none"> as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> same as Major Medical
Participation Basis	<ul style="list-style-type: none"> employee coverage: not applicable dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> Spouse <ul style="list-style-type: none"> \$10,000 Each Eligible Child <ul style="list-style-type: none"> \$5,000
BASIC ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)	
Premium Cost Sharing	<ul style="list-style-type: none"> as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> same as Major Medical
Participation Basis	<ul style="list-style-type: none"> employee coverage: compulsory dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
REDUCTION FORMULA	<ul style="list-style-type: none"> employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
VOLUNTARY AD&D	
Premium Cost Sharing	<ul style="list-style-type: none"> as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> same as Major Medical
Participation Basis	<ul style="list-style-type: none"> employee coverage: not compulsory dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> same as Major Medical/
Benefit Formula	<ul style="list-style-type: none"> Employee Coverage <ul style="list-style-type: none"> units of \$10,000 to maximum of \$500,000 Family Coverage <ul style="list-style-type: none"> spouse, no children: 50% of employee coverage spouse and eligible children: 40% of employee coverage for spouse & 10% for each child eligible children only: 15% of employee coverage for each eligible child

Effective October 1, 2017