

FULL-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, 2025

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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 full-time Nurse is one who is employed for an indefinite duration of time to work the full prescribed hours as specified in Article 16.01 a) of this Collective Agreement.
- 2.04 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.
- 2.05 In the interpretation of this Collective Agreement, the gender-neutral pronouns “their”, “them”, “they” used herein shall mean and include all persons, and the singular shall include the plural and vice versa as applicable. Where singular is used, it may 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.

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 they 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 biologics manufacturer.
- (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.
- 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, M5S 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 Nurses 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 Donor Centre 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 Donor Centre Manager, or designate, receipt of the Union letter. Every reasonable effort will be made to resolve the issue satisfactorily. The Donor Centre 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 Donor Centre Manager or designates decision plus comments of the Union to the Manager, People, Culture and Performance or designate 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 of whom shall be the Chairperson. The Committee and the grievor shall operate and conduct themselves 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, Donor Centre Manager or designate.
- 8.05 The Employer agrees that Nurses will not lose their regular pay for time spent 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 Donor Centre Manager or designate.
- 8.08
- (a) The Employer and the Association 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 they/them shall be paid by the Employer at her regular or premium rate of pay as may be proper. They/them 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 they/they has first given the immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with the immediate supervisor 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 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 their behalf or in its own stead may present a grievance in writing to the Supervisor or designate. 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 Supervisor or designate 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 Donor Centre Manager, or their designated representative. A meeting will be held between the Donor Centre Manager, or their 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 Donor Centre Manager. A representative of the Ontario Nurses' Association and other Employer representatives may be present at such meeting. The decision of the Donor Centre Manager 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 them, they/they shall be given advice at least prior to the discussion itself that they/they 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

10.01 Seniority

- (a) A Nurse's seniority date shall be established as the date of most current employment with the Hamilton Centre, subject to adjustments in accordance with Article 10.01 c), d) and e) below, and shall be used to determine priorities for preference of vacation periods, float holidays, lay-off and recall, and in case of promotions and transfers as herein provided.
- (b) 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.

- (c) Seniority and service shall be retained and accumulated when a Nurse is absent from work under the following conditions:
- i) when on leave of absence with pay;
 - ii) when on an approved leave of absence, without pay, not exceeding thirty (30) continuous calendar days;
 - iii) when in receipt of sick leave;
 - iv) when in receipt of Workers' Compensation up to twenty four (24) months or is in receipt of LTD benefits (until declared unfit to perform the essential duties of her regular job or is certified to return to work but fails to do so;
 - v) When on maternity, adoption or parental leave.
- (d) Seniority and service shall be retained but not accumulated when a Nurse is absent from work under the following circumstances:
- i) when on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
 - ii) when absent on account of accident or illness and not in receipt of sick leave credits;
 - iii) when on layoff up to twenty four (24) months, except as provided for in Article 10.05 (b).
- (e) 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 designate upon being notified of a recall to signify her intention to return within seven (7) calendar days after they/them 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 they/them 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.

10.02 Probation

- (a) The probationary period of Nurses hired for full-time positions shall be six (6) months commencing on date of hire provided, however, that absences from work for any reason may extend the probation period by the length of the absence. If retained after the probationary period, the Nurse shall be credited with seniority from date of last hire. If the Nurse is found to be unsatisfactory, they/them 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 Donor Centre Manager, or designate, will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.
- (b) All applications shall be made using the Employer's online application process within the posting period.
- (c) 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.
- (d) All applications shall be made in writing to the Employer within the posting period. The name of the successful applicant will be posted in the space allocated to the Union on the bulletin board.
- (e) 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 they/them 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 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, their seniority held at the time of the transfer. In the event the Nurse is returned to a position in the bargaining

unit, they/them shall be credited with seniority held at the time of transfer and resume accumulation from the date of their 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, they/them 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 their 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.

10.06

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 "Layoff" shall include a reduction in a Nurses' hours of work.

- (a)
 - i) The Employer will provide the Bargaining Unit President 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 Local 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 displaces another Nurse as provided for in Article 10.06

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 10.6 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 10.06 c) i) above.
- (e) In case of layoff, Nurses will not be entitled to any provisions of this Agreement except as outlined in Article 10.06 and 10.07. 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.

10.07

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 e) 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 10.06 a) v) and the remaining provisions of Article 10.06 shall not be applicable.
- (c) A Regular full-time Nurse(s) who is laid off shall be given an opportunity to apply for a part-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.

10.08

A Nurse whose status is changed from full-time to regular part-time shall receive credit for accumulated seniority on the basis of fifteen hundred (1,500) hours for each year of full-time seniority. Hours in excess of the equivalent (1,500) shall be prorated at the time of transfer.

10.09

The Employer shall notify the Bargaining Unit President, in writing, of all new hires, including temporary hires.

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) month period.
- (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

- 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 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 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, they/them shall not accumulate seniority or service for any purpose under this Collective Agreement for the period of the absence in excess of thirty (30) calendar days unless otherwise herein provided. The Nurse shall be responsible to make arrangements for the full payment of premiums of any insured benefit plans, excluding LTD, in which they/them 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, work shops 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 their 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 their 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 or designate seven (7) weeks in advance and upon request provide evidence that they/them is registered in the course at least five (5) weeks before the first class. The Donor Centre 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 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 they/them 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 they/them 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 they/them shall be placed in a comparable position. If neither is available, the Nurse shall be laid-off in accordance with Article 10.05 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, they/them 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 they/them is enrolled in immediately prior to commencing her leave unless they/them gives the Employer four (4) weeks advance written notice before her leave is to commence that they/them 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 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 they/them shall be placed in a comparable position. If neither is available, the Nurse shall be laid-off in accordance with Article 10.05 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 however, they/them 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 they/them is enrolled in immediately prior to commencing her leave unless they/them gives the Employer four (4) weeks advance written notice before her leave is to commence that they/them 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 they/them 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 their 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. 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 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. 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 their 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 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 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, they/them shall not lose her regular pay because of such attendance provided that they/them:

- (a) notifies the Employer immediately upon her notification that they/them 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 off without loss of regular 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 may be taken separately at the Nurse's 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 they/they 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 immediate supervisor. 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 they/them 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.

12.11

Special Leave

Each nurse will be allowed up to a maximum of 22.5 hours with regular pay per fiscal year (April 1 to March 31 of the next year) to attend medical, legal and dental appointments when such appointments cannot be arranged outside of working hours. Nurses shall be required to give four (4) weeks' advance notice in writing except under extenuating circumstances when requesting time off to attend such appointments. Additional time off, if required, may be granted by the Employer subject to Article 12.01.

ARTICLE 13 – NAMED HOLIDAYS

13.01 (a) Nurses shall receive time off with pay (7-1/2 hours) on or for the following named holidays:

New Year's Day	National Day for Truth and Reconciliation
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	The day before Christmas Day (Dec. 24 th)
Civic Holiday	OR
Labour Day	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) One (1) paid floating holiday which shall be requested by the Nurse five (5) weeks in advance. It is understood that such floating holiday cannot be attached to any other named holiday above listed and that probationary Nurses are not entitled to such float holiday. If there is no mutual agreement and as a result such float holiday is not taken by the last day of December of the same calendar year, it shall be either paid out or scheduled by the Employer.
- (c) 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.

13.02 (a) When a full-time Nurse works on a named holiday they/them shall be credited with all hours worked on the named holiday and, further, they/them shall receive a premium of one-half (1/2) times her basic hourly rate over and above the seventy-five (75) hour averaging period for hours worked on that day. In addition, the Nurse shall receive time off equivalent to hours worked at her straight time hourly rate of pay and such time off with pay shall be scheduled within thirty (30) days immediately prior to or following the named holiday that was worked, or;

- (b) At the written request of the Nurse submitted four (4) weeks in advance of the named holiday, they/them 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 a) above.
- 13.03 When a named holiday falls within a Nurse's vacation period it shall be added to her vacation or scheduled at a mutually agreeable time in the same calendar year. If scheduling is not possible the Nurse shall be paid.
- 13.04 Should any other day be officially proclaimed in Ontario by the Federal or Provincial Governments, it shall thereafter be recognized by the Employer and granted as a named holiday to Nurses covered by this Agreement.
- 13.05 In order to qualify for pay for a named holiday, a Nurse shall complete her full scheduled shift on each of the working days immediately preceding and immediately following the holiday concerned unless excused by the Employer or the Nurse was absent due to:
- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
 - (b) vacation granted by the Employer;
 - (c) the Nurse's regular scheduled day off;
 - (d) a paid leave of absence provided the Nurse is not otherwise compensated for the holiday.

ARTICLE 14 – VACATIONS

- 14.01 All full-time Nurses shall be granted vacation with pay as follows:
- (a) Nurses with less than one (1) year of continuous service shall be entitled to a prorata vacation calculated on 1.25 days for each completed calendar month of employment.
 - (b) Up to four (4) years of continuous service, three (3) weeks (1.25 days per month of service).
 - (c) Following four (4) years of continuous service, four (4) weeks (1.67 days per month of service).
 - (d) Following ten (10) years of continuous service, five (5) weeks (2.08 days per month of service).
 - (e) Following twenty-three (23) years of continuous service, six (6) weeks (2.5 days per month of service).
 - (f) Vacation pay will be calculated at the applicable entitlement level based on current earnings, except where otherwise stated herein.
- 14.02 The vacation year shall be from April 1st to March 31st of the subsequent year.

- 14.03 A Nurse who has completed her probationary period may request vacation days in advance not to exceed entitlement for the current vacation year. Should any Nurse terminate prior to completing the service requirement to each such advanced days, an appropriate deduction at her current salary rate shall be made from her terminal cheque.
- 14.04 When a Nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form part of such Nurse's termination cheque.
- 14.05
- (a) Requests to reserve vacation time must be submitted in writing to the Donor Centre Manager, or designate, 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 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.
- 14.06 Vacation pay calculated on current earnings will be paid to each Nurse on the pay date immediately preceding her vacation, subject to their requests being submitted in writing four (4) weeks in advance.
- 14.07
- (a) Vacation may commence at any time during the vacation year. Such vacation requested shall normally be for a minimum of five (5) days or more.
 - (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.
- 14.08 Vacation outstanding after December which has not been requested by the Nurse, approved, or taken as scheduled, shall be at the discretion of the Employer, either scheduled or paid out to the Nurse.

ARTICLE 15 – SICK LEAVE WITH PAY

- 15.01 All full-time Nurses shall continue receiving wages during absence due to sickness

or accident in accordance with the plan as set forth in this Article.

15.02 Nurses must adhere to the following regulations:

- (a) Advise the scheduling clerk of illness or accident by 0530 for a shift that is scheduled to commence at 0900 or earlier and a minimum of three (3) hours prior to a shift that is scheduled to commence after 0900, if they/them is unable to report for work as scheduled, unless there are extenuating circumstances. For continued absence(s), Nurses shall endeavour to advise the scheduling clerk by 1900 the evening prior to the scheduled shift.
- (b) At the employer's expense, furnish medical certificates as may be required by the Employer to substantiate the absence(s).
- (c) Report to the Employer before making any change in usual place of residence or address during disability.

15.03 The amount of credit a Nurse has at a particular date is based on the Nurse's length of continuous service in completed years to that date, less any benefits that the Nurse has received in the previous five year period.

15.04 For the purpose of this Article it is understood that sick banks will be administered in hours. It is further understood that where the accrual of paid sick leave is referenced in days, that one day shall equal 7.5 hours. Based on continuous service, sick leave credits will accrue to each Nurse as listed below:

<u>Length of Service</u>	<u>100% Salary</u>	<u>75% Salary</u>	<u>66-2/3% Salary</u>
Less than 3 months	5 days	5 days	65 days

On the first calendar day after 3 calendar months of continuous service has been completed.

<u>Length of Service</u>	<u>100% Salary</u>	<u>75% Salary</u>	<u>66-2/3% Salary</u>
1 year	10 days	20 days	45 days
2 years	15 days	35 days	25 days
3 years	20 days	50 days	5 days
4 years	25 days	65 days	
5 years	30 days	80 days	
6 years	35 days	95 days	
7 years	40 days	110 days	
8 years	45 days	125 days	
9 years	50 days	140 days	
10 years	55 days	155 days	
11 years	60 days	170 days	
12 years	65 days	185 days	
13 years	70 days	190 days	
14 years	75 days	185 days	
15 years	80 days	180 days	
16 years	85 days	175 days	
17 years	90 days	170 days	
18 years	95 days	165 days	
19 years	100 days	160 days	
20 years	105 days	155 days	

21 years	110 days	150 days
22 years	115 days	145 days
23 years	120 days	140 days
24 years	125 days	135 days
25 years	130 days	130 days

- 15.05 (a) When a Nurse commences sick leave and through earlier use of sick leave credits, has less than 75 days (562.5 hours) but more than zero days in her sick bank, additional sick leave will be credited to bring the total period of sick leave available up to a maximum of 75 days (562.5 hours) at 66-2/3% pay, if required.
- (b) When a Nurse returns to active employment following a period of sick leave and they/them has no sick days in her bank, credits up to a maximum of 75 days (562.5 hours) at 66-2/3% will be made available to her after the following intervals:
- i) one (1) month after return to active employment in the case of a new disability; and
 - ii) three (3) months after return to active employment in the case of a recurrence of the same disability.
- (c) Sick days credited under Article 15.05 a) or sick days made available under Article 15.05 b) above will not be accrued in the Nurses sick bank for future use.

15.06 Upon termination of employment all sick leave shall be canceled and no payment shall be due therefore.

15.07 If sick leave credits have been exhausted and additional time is recommended by the attending physician for treatment or recuperation, a leave of absence without pay may be granted in accordance with Article 12.01 up to a maximum of three (3) months. Service with the Employer will be taken into consideration in determining the granting of such leave.

15.08 Workplace Safety & Insurance

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

- (a) A Nurse who is incapacitated and 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 continue to receive her regular salary from the Employer, less regular deductions during the waiting period, provided they/them assigns over to the Employer her compensation payments due from the Workplace Safety & Insurance Board for the waiting period.
- (b) A Nurse who elects not to assign her Workplace Safety & Insurance Compensation payments to the Employer may make prior arrangements for the prepayment of the full premium of any contributory health benefits plans.

- (c) Should the Nurse's claim be disallowed by the Workplace Safety & Insurance Board, then any monies paid by the Employer shall be either charged against the Nurse's accumulated sick leave credits, or if the Nurse has no sick leave credits, the amount so paid shall be recovered from the Nurse over a reasonable period of time.
- (d) When a Nurse is absent on Workplace Safety & Insurance claim, all benefits of this Agreement will continue to accrue subject to 15.08 e) below.
- (e) 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 and sick leave will continue during such absence.

Should an anniversary increment fall during such leave, the Nurse shall receive her anniversary increment upon her return to employment.

- (f) A Nurse shall lose her seniority and employment on the date when they/them is declared permanently unfit to perform her regular duties or, on the date as of which a physician certifies the employee fit to return to work and 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.
- (g) 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.
- (h) Nurses are required to provide the immediate supervisor, as far in advance as possible, with a written notice of readiness to return to work.
- (i) The Employer will indicate either by written certification or on the Nurse's T-4 the amount of Workplace Safety & Insurance payment the Nurse has assigned to the Employer.

- 15.09
- (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, they/them 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)
 - (i) Full-time Nurses shall work an average of seventy-five (75) hours over a designated fourteen (14) calendar day period.
 - (ii) Should a full time Nurse work less than seventy-five (75) hours in any

two (2) week pay period due to unavailability of work, they/them shall be paid their full bi-weekly salary of seventy-five (75) hours.

- (b) 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;
 - v) Meal periods referred to in iii) and iv) above may be scheduled by the Employer to be taken in thirty (30) minute allotments.
- (c) The Employer shall endeavour to schedule meal periods for Nurses between the hours of 1100 and 1400 for lunch, and between the hours of 1600 and 1900 for dinner.
- (d) 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.

- 16.02 (a) Should the 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 and this compensation shall be over and above the seventy-five (75) hour averaging period.
- (b) Should Nurses not receive their rest periods, or be called back to work during such times, such time shall be paid at the rate of .5 for the time worked and this compensation shall be paid over and above the seventy-five (75) hour averaging period.
- 16.03 (a) 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 operations a change may be

made. Such change to the work schedule will be brought to the attention of the Nurse affected by the change.

- (b) 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 (1) day and the commencement of work on the next day. Should the Nurse work within this eleven (11) hour rest period, they/them 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. This premium shall be paid over and above the seventy-five (75) hour averaging period.
- (c) 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 credited at straight time for purposes of calculating hours of work performed within the seventy-five (75) hour averaging period). This waiting time will include meetings, training and office work.
- (d)
 - i) Nurses shall be scheduled two (2) consecutive days off without pay during each week, one of which will normally be a Saturday or a Sunday and is subject to the Letter of Understanding "Consecutive Days Off – Full Time".
 - ii) Effective April 1, 2020, a nurse shall be paid a weekend premium, of three dollars and fourteen cents (\$3.14) per hour in addition to their 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, 2023.

- (e) Nurses who work more than 2 consecutive weekends shall be paid one and one half times (1.5x) their regular hourly rate for all hours worked on a third and subsequent weekend until they/them 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 16.05.

16.04

- (a) Should a Nurse work in excess of seventy-five (75) hours in the designated fourteen (14) day averaging period they/them 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.
- (b) When a Nurse is required by the Employer to work on her scheduled day(s) off they/them shall be paid at the rate of time and one-half (1-1/2) for all hours worked over and above the seventy-five (75) hour averaging period.
- (c) A Nurse shall be paid double (2X) her regular straight time rate for all work performed in excess of seven and one-half (7-1/2) hours on her days off or on Named Holidays for which they/them receives time and one-half (1-1/2)

her regular straight time rate and such payment shall be made outside the seventy-five (75) hour averaging period.

- 16.05 Nurses shall continue to be allowed to exchange days off or shifts 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.
- 16.06 Time off in lieu of pay for overtime worked may be granted at a time mutually agreed between the Employer and the Nurse for the appropriate number of overtime hours upon the request of the Nurse, if operational requirements permit. The Nurse's decision to receive time off must be conveyed to the immediate supervisor within two (2) working days following the two (2) week averaging period in which overtime was performed and if such time off cannot be scheduled at a mutually agreeable time within eight (8) weeks following the week in which the overtime was performed the Nurse shall receive pay in lieu of all such overtime hours.
- 16.07 Effective April 1, 2020, a nurse shall be paid an evening premium of two dollars and ninety-eight cents (\$2.98) 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, 2023.
- 16.08 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.
- (b) Effective at the 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 16.09.
- 16.09 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 they/them, 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 1/2). 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 they/them uses her own vehicle, at the rate of forty cents (\$0.40) 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.

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

ARTICLE 17 – INSURED BENEFITS

- 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 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.

- 17.03 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.)

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.

- 17.04 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.

- 17.05 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 full-time 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 their spouse has equal or better coverage through their 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.

17.06 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.

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

17.08 Pension Plan

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 interpolated from the above table where the total annual cost falls between amounts shown.

17.09 For purposes of health and welfare benefits under Article 17 dependent coverage is available to the Nurse, to cover their 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.

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". Payment for retroactive monies shall be by separate deposit with an itemized paystub detailing how the calculation was made.
 - (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 of their basic wages including overtime (excluding all other premiums) for the period between April 1, 2016 and their termination date provided they apply in writing to the Donor Centre Manager, or designate, 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 their own, they/them 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, they/them 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 Annual salary increments contained in Schedule "A" shall be paid to each full-time Nurse on her current anniversary date of employment with the Employer provided the Nurse was not laid-off or placed on LTD leave. In case of authorized leave of absence without pay in excess of thirty (30) calendar days entitlement to annual salary increments will be extended by the length of the absence which is in excess of the thirty (30) calendar days.

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 full-time 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 full-time Nurse who is required to wear a uniform not supplied by the Employer shall receive a uniform allowance of \$210.00 per annum. A lump sum payment of \$105.00 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 16.01 b), 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 16.01 b), 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 they/them with a letter detailing their 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 endeavor 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, they/them shall suffer no loss of regular pay. When a Nurse is required to attend an in-service programme outside their regularly scheduled hours, they/them 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, they/them 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 the Nurse.

ARTICLE 21 – DURATION

- 21.01 This Agreement shall be effective from April 1, 2020, and shall continue in full force and effect up to and including March 31, 2025. 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 collective bargaining settlement or interest arbitration award between the Ontario Hospital Association and the Ontario Nurses' Association for the participating Hospitals from April 1, 2020, to March 31, 2025. 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, 2020, to March 31, 2025.
 - (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, 2020, to March 31, 2025.

SCHEDULE "A" – SALARIES

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

Registered Nurse	Current	April 1, 2020 1.75%	April 1, 2021 2%	April 1, 2022 3%	April 1, 2023 3.5%	April 1, 2024 3%
Start	\$33.23	\$33.81	\$34.49	\$35.52	\$37.93	\$39.07
1 Year	\$33.39	\$33.97	\$34.65	\$35.69	\$38.88	\$40.05
2 Years	\$33.94	\$34.53	\$35.22	\$36.28	\$39.86	\$41.06
3 Years	\$35.62	\$36.24	\$36.96	\$38.07	\$41.65	\$42.90
4 Years	\$37.30	\$37.95	\$38.71	\$39.87	\$43.52	\$44.83
5 Years	\$39.40	\$40.09	\$40.89	\$42.12	\$45.70	\$47.07
6 Years	\$41.52	\$42.25	\$43.10	\$44.39	\$47.98	\$49.42
7 Years	\$43.64	\$44.40	\$45.29	\$46.65	\$50.38	\$51.89
8 Years	\$46.75	\$47.57	\$48.52	\$50.85	\$54.37	\$56.00
25 Years	\$47.57	\$48.40	\$49.37			

Staff Development Associate/Trainer	Current	April 1, 2020	April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024
Start	\$34.55	\$35.15	\$35.86	\$36.93	\$39.44	\$40.63
1 Year	\$34.72	\$35.32	\$36.03	\$37.11	\$40.43	\$41.65
2 Years	\$35.31	\$35.92	\$36.64	\$37.74	\$41.46	\$42.71
3 Years	\$37.03	\$37.67	\$38.42	\$39.57	\$43.29	\$44.59
4 Years	\$38.79	\$39.47	\$40.26	\$41.47	\$45.27	\$46.63
5 Years	\$40.97	\$41.69	\$42.52	\$43.80	\$47.52	\$48.94
6 Years	\$43.18	\$43.94	\$44.82	\$46.16	\$49.89	\$51.39
7 Years	\$45.39	\$46.18	\$47.11	\$48.52	\$52.40	\$53.97
8 Years	\$48.61	\$49.46	\$50.45	\$52.87	\$56.53	\$58.22
25 Years	\$49.46	\$50.32	\$51.33			

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 Ancaster, ONTARIO, THIS 5th DAY OF April, 2024.

FOR THE EMPLOYER:

Lisa Bruce

Stafanie DiGennaro

Andrea McDonald

FOR THE UNION:

Tam Gallagher
Labour Relations Officer

Kathy Kislinsky
Bargaining Unit President

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 they/them 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: 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: Consecutive Days Off – Full Time

The parties acknowledge an alternate practice exists, and notwithstanding Article 16.03 d (i), Nurses who do not want to work Saturdays may make this request which shall not be unreasonably denied.

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.

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 October 2008, the Universal Benefits Plan, as described in the attached plan summary, shall replace the benefit entitlements as described in Articles 17.01, 17.02, 17.03, 17.04, 17.05, 17.06 and 17.07 of the Full Time Collective Agreement. Eligibility to participate in the benefits plan shall continue to be in accordance with the Collective Agreement.
- # 2 Other-than-full time 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.

An “other-than-full-time employee” shall mean a regular part time, temporary or casual employee.

“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 ▪ 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 ▪ Each Eligible Child
	<ul style="list-style-type: none"> ▪ \$10,000 ▪ \$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 ▪ Family Coverage
	<ul style="list-style-type: none"> ▪ units of \$10,000 to maximum of \$500,000 ▪ 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