

COLLECTIVE AGREEMENT

Between:

CANADIAN BLOOD SERVICES, LONDON
(hereinafter referred to as the "Employer")

And:

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

Expiry date: March 31, 2020

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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 certification with the College of Nurses of Ontario and in accordance with the Regulated Health Professionals Act (R.H.P.A.) and the Nursing Act.
- 2.02 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 20 (75 hours biweekly) of this Collective Agreement.
- 2.03 (a) A regular part-time nurse is one who is employed for an indefinite period of time but whose scheduled hours of work are normally less per week than those prescribed in Article 2.02.
- (b) A casual part-time nurse is one who is hired to work occasionally or intermittently.
- (c) A temporary nurse is one who is hired for a definite period of time to work either full-time or part-time hours.
- (d) A regional nurse is an employee who is hired to work at a permanent home location other than the London Blood Services Centre and who meets the definitions as above outlined in this Article.
- 2.04 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may 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 The Canadian Blood Services, London Centre, save and except Clinic Services Manager, and persons above the rank of Clinic Services Manager.
- 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 duly chartered Bargaining Unit.

- 3.03 In order to protect the standard of nursing care the Employer agrees that nurses will be assigned duties and responsibilities in accordance with the Regulated Health Professions Act, the Nursing Act and regulations as established by Health Canada.

ARTICLE 4 - NO DISCRIMINATION RELATIONSHIP

- 4.01 The Employer and the Union agree that there shall be no discrimination, harassment, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership in, 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 Employer's premises, or during working hours, except with the written permission of the Employer, or as specifically provided for in this Agreement, or the Ontario Labour Relations Act.
- 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, family 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 workplace.
- (b) A nurse who believes that she has been harassed may file a complaint under the Employer's Human Rights in the Workplace Policy or any other applicable legislation.

ARTICLE 5 - NO STRIKES, NO LOCK-OUTS

- 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, R.S.O. 1995 as amended from time to time.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The parties hereto agree that the operations of the Employer entail working methods, hours and processes which are peculiar to it. The parties hereto further recognize that the function of the Employer is that of a public service with a humanitarian purpose.
- 6.02 The parties further 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 to introduce new and improved methods, or

facilities, provided that a claim that a nurse has been discharged, suspended, or disciplined without just cause may be the 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 the conducting of clinics and deliveries and determination of their locations, in accordance with the function of the Employer as a humanitarian service;
- (d) Make, enforce, and alter from time to time, reasonable rules and regulations to be observed by nurses.

6.03 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 During the first month of employment, an officer of the Bargaining Unit, or a nurse representative, shall be allowed fifteen (15) minutes within regular working hours, to interview new nurses and to discuss the benefits and duties of union membership and responsibilities to the Union and to the Employer. Such interview shall be arranged by the Employer during the orientation period, and the Union will be notified a minimum of one (1) week in advance of the time and place.

7.02 The Employer will deduct once monthly from the first pay of each nurse covered by this Agreement, such monthly dues as may be adopted and designated by the Union and forwarded in writing to the Employer. Such monies shall be forwarded to the Ontario Nurses' Association, (Attention: Toronto Business Office).

The Employer shall provide the Union, together with the above, a list showing the names, Social Insurance Numbers, addresses, classifications and salaries, of all nurses covered by this Agreement, and including therein a specific list of nurses on unpaid leave of absence and of new hires and of terminations.

In the event of a change to legislation, such that the provisions of Social Insurance Numbers, and/or its electronic transmission is prohibited, it is agreed that the Employer shall no longer provide such to the Union without the employee's approval, if such approval is specifically permitted under the legislation. If such approval is not given and subsequently the information is not provided to the Union, the Union shall not grieve such action.

7.03 The Union shall indemnify and save the Employer harmless with respect to all sums so deducted and remitted.

7.04 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 nurse representatives appointed or elected by the Bargaining Unit to represent the nurses in their employment relations with the Employer. A member of the Bargaining Unit executive shall advise the Employer of the name(s) of such representatives, and any revisions as and when required. The Employer shall not be required to recognize or correspond with any representative until the Employer has been so notified in writing.

8.02 There shall be a Union-Management Committee. The purpose of the Union-Management Committee is to promote and provide effective and meaningful communication of information and ideas, and to make recommendations on matters of mutual concern. Matters may be referred to the Committee by the Bargaining Unit or the Employer.

The Union-Management Committee shall be composed of two (2) representatives of the Union and two (2) representatives of the Employer, one of whom shall be the Manager, Human Resources, Clinic Services Manager or designate.

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.

8.03 Concerns about workload assignments will be submitted to the Clinic Services Manager or designate in writing by the President of the Bargaining Unit within fourteen (14) calendar days of the occurrence. A discussion by the Union-Management Committee with the appropriate Centre Manager(s) shall be initiated by the latter to take place within ten (10) calendar days of the Clinic Services Manager or designates' receipt of the Union letter. Every reasonable effort will be made to resolve the issue satisfactorily. Centre Management shall render its decision in writing to the Bargaining Unit President or designate within fourteen (14) calendar days of the meeting.

8.04 (a) The Employer recognizes a Grievance Committee. 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 itself/herself in accordance with the provisions of this Collective Agreement regarding grievances.

(b) Grievance representatives shall not discuss grievances with nurses during actual working hours, excluding rest periods and meal breaks.

(c) Nurse representatives and Grievance Committee representatives shall not leave their work station or duties to attend Union business without first obtaining permission from the Clinic Services Manager or designate.

8.05 The Employer agrees that nurses will not lose their regular pay for time spent on matters arising from the functioning of the above mentioned committees, provided that the nurse is scheduled to work on the day of the meeting. The nurse shall first obtain

permission from her supervisor to leave her work station or assigned duties. Such permission will not be unreasonably denied.

- 8.06 The Employer shall recognize a Negotiating Committee of two (2) nurses, 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 purposes of attending meetings, provided prior arrangements are made with and approved by the Clinic Services Manager or designate. Such requests will not be unreasonably denied.
- 8.08
- (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Centre, in order to prevent accidents, injury or illness.
 - (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee one (1) representative selected or appointed by the Bargaining Unit from its bargaining unit, at London and at each home location as required by legislation.
 - (c) All time spent by a member of the Joint Occupational Health and Safety Committee attending meetings of this Committee shall be deemed to be work time for which she shall be paid by the Employer at her regular rate and she shall be entitled to such time from work to attend scheduled meetings.
- 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 PROCEDURE AND ARBITRATION

- 9.01 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.

It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given the Clinic Services Manager or designate the opportunity of adjusting the complaint. Such complaint shall be discussed with the Clinic Services Manager or designate within fourteen (14) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the knowledge of the nurse. Failing settlement within fourteen (14) calendar days following the discussion with the Clinic Services Manager or designate, it shall then be taken up as a formal grievance in the following manner and sequence:

STEP 1

A nurse(s) may present a grievance in writing to the Clinic Services Manager or designate. The written grievance shall contain reference to the article and/or clauses in the Contract which are alleged to have been violated.

The Clinic Services Manager or designate shall render a decision in writing within ten (10) working days following the day on which the grievance was received. If this decision is unsatisfactory, Step 2 may be followed within fourteen (14) calendar days.

STEP 2

The written grievance shall be referred to the Manager, Human Resources or designate. A meeting will be held among the Manager, Human Resources or designate, the grievor(s) and the Grievance Committee, within fourteen (14) calendar days following submission of the grievance to the Manager, Human Resources. A staff representative of the Ontario Nurses' Association shall be present and other Employer representatives may be present at such meeting. The decision of the Manager, Human Resources or designate shall be delivered within fourteen (14) calendar days of the meeting and if the decision is unsatisfactory, it may be referred to arbitration.

9.02 If a difference relative to the terms of the agreement arises between the Union and the Employer, it may be presented in writing in the form of a policy grievance at Step 2 of the grievance procedure within fourteen (14) calendar days following the circumstances giving rise to it. However, it is expressly understood that the provisions of this Article shall not be used to institute a grievance directly affecting a nurse (group of nurses) where such nurse could herself institute a grievance and the regular grievance procedure shall not be thereby by-passed.

9.03 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. In any meeting where a nurse is to be informed by the Employer's representative that a discharge, suspension or any other form of disciplinary action shall be imposed on her, she shall be given advice at least prior to the discussion itself that she may have a representative of ONA present during such meeting. Should the nurse(s) wish to file a grievance against a discharge or suspension it shall be reduced to writing and filed within fourteen (14) calendar days under Step 2 of the grievance procedure.

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 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing, signed by each nurse who is grieving, to the Manager, Human Resources or designate within fourteen (14) calendar days following the circumstances giving rise to it. The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of the grievances.

- 9.05 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. The parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board, at the same time notification is given advising the other party of proceeding to arbitration. All other provisions referring to a Board of Arbitration shall apply.
- 9.06 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 nominees so selected shall, within seven (7) 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 nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the 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 the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.
- 9.07 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.
- 9.08 The time limits set out in the grievance and arbitration procedures shall be adhered to, but may be extended or shortened by mutual agreement in writing between the parties.

ARTICLE 10 - SENIORITY

- 10.01 (a) i) The Employer will keep separate up-to-date seniority lists of all full-time nurses, and all part-time nurses. The Employer will post the seniority lists on appropriate bulletin boards at all permanent locations where ONA bargaining unit members work, revise the same every three (3) months, provided there are changes, and supply a copy of same to the Bargaining Unit President.
- ii) For the purpose of the preparation of the seniority list in the case of a full-time nurse her date of last hire shall be used and in the case of regular and casual part-time nurses the seniority list shall be prepared in hours as applicable in (b) below.
- (b) i) A full time nurse's seniority date shall be the date of last hire as a full time nurse subject to adjustments in accordance with Article 10.05.
- ii) Regular and casual part-time nurses shall accrue seniority from their date of employment based on all hours worked. One year of seniority shall have been accumulated for each 1500 hours worked.
- (c) Temporary nurses do not accrue seniority. However, should such an employee be hired into a permanent part-time or full-time position, she will be credited with seniority in accordance with (a) or (b) above as applicable.

10.02 Seniority shall be used to determine priorities for preference of vacation periods, lay-off and recall, transfers and promotions. In the case of casual part-time nurses seniority shall be used exclusively for the purpose of Article 12 as applicable.

10.03 When a full-time nurse transfers to a part-time position or vice versa, she shall retain her accumulated seniority and service as follows:

Full time:

No. of completed full time years x 1500

Plus

(No. of working days since last anniversary date x 7.5 hours x 1500) 1950

Part-time:

- i) Total no. of seniority hours = full-time seniority years 1500
- ii) Partial seniority year calculated in Step i) above shall be converted to full-time calendar days as follows:

365 days x partial decimal year = full-time calendar days
- iii) Count backwards from the date of transfer to arrive at a full-time seniority date.

10.04 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:

- (a) When on leave with pay;
- (b) When on an approved leave of absence, without pay, not exceeding thirty (30) continuous calendar days, for full-time only;
- (c) When in receipt of sick leave;
- (d) When in receipt of Workplace Insurance benefit: 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);
- (e) When on pregnancy or parental/adoption leave, to a maximum of fifty-two (52) weeks.

10.05 Seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:

- (a) When on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
- (b) When absent on account of accident or illness and not in receipt of sick leave;
- (c) When on layoff up to twenty-four (24) months.

- 10.06 A nurse shall lose her seniority and her employment shall be deemed to have been terminated if she:
- (a) Resigns for any reason;
 - (b) Is discharged for just cause and is not reinstated through the grievance procedure;
 - (c) Has been on layoff for more than twenty-four (24) months;
 - (d) Fails to contact the Clinic Services Manager or designate, upon being notified of a recall to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer or fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;
 - (e) 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.
 - (f) Retires.

ARTICLE 11 - PROBATIONARY PERIOD

- 11.01 (a) New nurses hired for full-time positions shall be required to serve a probationary period of six (6) months provided, however, that absences from work for any reason may extend the probation period by the length of the absence.
- (b) A newly hired part-time nurse shall be required to serve a probationary period of six hundred and fifty (650) hours worked or six (6) months, whichever occurs first from the date of hire, provided however that absences from work for any reason may extend the probation period by the length of the absence.
- (c) Any nurse undergoing a probationary period shall be entitled to an evaluation when approximately fifty percent (50%) of the probationary period has expired any deficiencies and recommendations will be provided to the nurse in writing.
- (d) It is understood that a nurse has to serve only one probationary period with the Employer whether or not her service is full-time, part-time or a combination of both full-time and part-time.
- 11.02 (a) 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.

- (b) It is understood that probationary employees may be discharged, provided the discharge was not done in a manner that was arbitrary, discriminatory, or in bad faith.

ARTICLE 12 - ASSIGNMENTS AND PROMOTIONS

12.01 In all cases of definite and indefinite assignments or promotion to a bargaining unit nursing position, the following criteria for selection shall be considered:

- (a) Skill, ability, experience and qualifications
- (b) Seniority

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern.

12.02 (a) All promotions, assignments, and transfers within the bargaining unit shall be on a trial basis. The promoted/assigned/transferred nurse will be given a trial period of eighty (80) working days in which to demonstrate her ability to perform the new task to the satisfaction of the Employer. Should such nurse fail to succeed during the above mentioned trial period, the Employer will reinstate the nurse in her former position without loss of seniority.

- (b) All applications shall be made using the employer's online application process before the expiration of the posting period. A nurse may make a written request for reassignment by advising the Employer and filing a Request for Transfer form indicating her name, qualifications, experience, present position, seniority and position(s) applied for. A request for transfer shall become active as of the date it is received by the Employer and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy. Unsuccessful applicants will be notified.

12.03 Appointments to Positions Outside the Bargaining Unit

- (a) The selection or appointment of nurses for any position not covered by this Agreement, shall be subject to a trial period of eighty (80) working days, during which time the nurse shall have the right to return to her former position without loss of seniority.
- (b) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than two (2) years shall, subject to (d) below, retain, but not accumulate, her seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she shall be credited with seniority held at the time of transfer and resume accumulation from the date of her 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 two (2) years, she will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her return to the bargaining unit.

- (d) In the event that a nurse is transferred out of the bargaining unit under (b) above for a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she or he shall not suffer any loss of seniority, or benefits. It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

12.04

Posting of Vacancies

- (a) i) When the Employer determines that a vacancy exists including new positions, within the bargaining unit, the Employer will post notices of such vacancies online, on the employer's intranet and internet sites, stating the area of the vacancies, for ten (10) working days prior to making an appointment to any such position, in order that any interested nurse may apply. A copy of such posting shall be e-mailed to the Bargaining Unit President. If no qualified nurse applies, the Employer may then hire from outside the bargaining unit. The names of the successful applicant or applicants shall be e-mailed by the Employer to the Bargaining Unit President.
- ii) 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.
- iii) At the request of the nurse, the Manager will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.
- (b) Temporary vacancies will be posted if the Employer determines that a replacement is required if the projected duration is in excess of six (6) calendar months. The posting will include the expected duration of the vacancy. If no bargaining unit member applies for the position, or is qualified, or willing to do the available work, a nurse from outside the bargaining unit may be hired to fill the temporary vacancy. The release of nurses hired to fill temporary positions from outside the bargaining unit shall not be subject to the terms and conditions of this Collective Agreement. Should such nurse be retained by the Employer in a regular full-time or regular part-time position, the nurse will be credited with seniority from date of hire, in accordance with Article 10.01 (c).

Opportunities for training such as charge nurse or other temporary assignments shall also be posted in accordance with the above.

- (c) A nurse may submit an application using the employer's online application process, for a specific temporary or permanent job posting and temporary assignments which shall remain on file with the Employer as of the date it is received by the Employer and shall remain so until December 31st following.

Such submission will be considered an application for subsequent posted vacancies, temporary assignments, expressions of interest and any training opportunities for which the nurse has expressed specific interest.

12.05

- (a) A nurse who is temporarily assigned to a classification higher than her own within the bargaining unit, will be paid at the equivalent step on the grid of the

classification she is assigned to, or a premium of one dollar and fifty cents (\$1.50) per hour or portion thereof during such temporary assignment in addition to her regular rate of pay, whichever is greater. The Employer will advise the nurse of the expected duration of the temporary assignment and such assignment may be extended by agreement between the nurse and the Employer.

- (b) A nurse who is temporary assigned to a classification 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 and such assignment may be extended by agreement between the nurse and the Employer. A nurse that is temporarily transferred out of the bargaining unit for a period in excess of fourteen (14) months, will lose all seniority held at the time of transfer.

A nurse who accepts such an assignment will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

- 12.06 Whenever a nurse is assigned the responsibility to direct, supervise, assist in the preparation of performance evaluations, oversee work of other nurses, and/or auxiliary staff, or be assigned to staff training that requires a sign off of training records, she shall be paid a premium of two dollars (\$2.00) per hour or portion thereof for such assignment in addition to her regular salary.

Notwithstanding the foregoing, the Responsibility Pay shall apply to any nurse who oversees the work of the DCA(s) during the 75 hour DCA clinic training period, and for the one (1) hour (per DCA) spent by the nurses in performing the three (3) month and six (6) month DCA evaluations.

- 12.07 Where part-time nurses apply and are appointed to temporary full-time positions, such nurses shall retain their part-time employment status and all part-time benefits shall continue.

Upon completion of the temporary appointment such nurse shall be reinstated to their former position subject to the provisions of Article 13.

ARTICLE 13 - LAYOFF AND RECALL

- 13.01 (a) The layoff of full-time, part-time and temporary nurses shall remain separate. The Employer reserves the right to lay off either full-time, part-time or temporary nurses in accordance with the provisions of this Article. The provisions of this Article shall not apply to casual part-time nurses except where herein specifically stated.

Permanent employees shall not be laid off until all temporary nurses have first been released from employment, subject to a full-time or regular part-time or temporary nurse being willing and qualified to perform the work.

- (b) In the event of a proposed layoff the Employer shall:

- i) Provide the Union and the individual nurse(s) with no less than sixty (60) calendar days' notice in case of an indefinite or a permanent layoff. Notice of layoff to the individual nurse(s) may run concurrently with notice to the Union. Pay in lieu of notice will be made to the nurse in situations where 60 days' notice is not provided.
 - ii) Meet with the Union to review the following:
 - A) the reasons causing the layoff;
 - B) the process of implementation;
 - C) the specific areas of cutbacks and the approximate number of nurses affected;
 - D) the service which the Centre will undertake after the layoff.
 - iii) Any agreement between the Employer and the Union concerning the process of implementation of layoffs shall take precedent over the terms of this Article. The unavailability of a Union representative will not delay any action, layoff notices or meetings with nurses by the Employer regarding layoffs.
- (c) Following the provision of notice of layoff to the Union pursuant to Article 13.01 (b)(i), and before issuing notice of layoff to individual nurses, the Employer will make offers of voluntary severance in accordance with the following conditions:
- i) The Employer will first make offers in order of seniority in the department(s) where layoffs would otherwise occur to nurses (excluding casual and temporary) eligible for early retirement under the Employer pension plan (including regular part-time, if applicable, whether or not they participate in the Employer pension plan). Further, these offers will be made to nurses in the same department/program, classification and status as those who would otherwise be given notice of layoff.
 - ii) Should an insufficient number of nurses volunteer pursuant to (i) above, the Employer will then make offers to all other nurses (excluding casual and temporary) in the same department/program, classification and status as those who would otherwise be given notice of layoff.
 - iii) The number of voluntary severance offers that the Employer approves will not exceed the number of nurses who would otherwise be laid off. The Employer shall grant requests for voluntary severance in order of seniority, subject to (i) and (ii) above, provided that operational requirements are maintained to the sole satisfaction of the Employer. A nurse may not revoke her acceptance of a voluntary severance offer once she is approved by the employer.
 - iv) A nurse who is approved for voluntary severance shall receive, following completion of the last day of work, a severance payment of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' salary. In the case of regular part-time nurses, the severance payment will be calculated by determining the average weekly salary earned by the nurse in the twenty (20) week period immediately preceding the date of layoff.

- (d)
 - i) In the event of a layoff, nurses shall be laid off in the reverse order of seniority at each home location, provided that the nurses who remain are willing and able to perform the remaining available work. Subject to the foregoing, probationary nurses shall be laid off first.
 - ii) Casual part-time nurses shall not be utilized at any time full-time or regular part-time nurses remain on layoff, unless such nurses are not willing or able to perform the available work.
- (e) Nurses shall be recalled in the order of their seniority at each home location, provided that they are willing and able to perform the available work.
- (f)
 - i) A nurse who is laid off may opt to accept the layoff, retire (if eligible under the rules of the Pension Plan), displace the least senior full-time or part-time nurse, (full-time to full-time or part-time to part-time) at any location, whose work the nurse is qualified to perform.
 - ii) A nurse who wishes to displace another nurse, in accordance with (f) i) above, must render her decision in writing to the Clinic Services Manager within ten (10) working days of the date of the receipt of layoff notice. Failure to exercise such right within the time limit provided herein shall be deemed to be an acceptance of layoff.
 - iii) A nurse who displaces another nurse as provided for in Article 13.01 (f) ii) above, and nurses who have been recalled from layoff shall be provided orientation if required. The length of such orientation shall be determined by the Employer as per the established guidelines set out for orientation.
 - iv) A nurse who has been displaced will be notified of layoff in writing and may exercise the options as outlined in Article 13.01 (f) i) above.
 - v) 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 13.01 (f) iii) above.
 - vi) 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.
- (g) No new nurses will be hired when there is a nurse(s), either full-time or part-time, on layoff who is qualified, willing and able to perform the available work.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 General Provisions for Leaves of Absence Without Pay

- (a) All applications for leave of absence without pay shall be made in writing to the Clinic Services Manager or designate seven (7) weeks in advance, except in extenuating circumstances, in order that staff substitutions may be arranged.

Applicants shall indicate in their application their intended date of departure and date of return. Should the nurse wish to shorten the duration of her leave she/he shall be required to provide the Employer with at least six (6) weeks advance written notice.

- (b) Where an approved leave of absence without pay exceeds thirty (30) calendar days, except as amended elsewhere in this Agreement, the nurse shall not accrue or be entitled to any benefits under this Agreement after the lapse of thirty (30) calendar days. Resumption of accrual and entitlement to benefits shall recommence upon the nurse's return to duty. A full time nurse's anniversary increment date shall also be adjusted by the length of the absence immediately following the lapse of the thirty (30) calendar days and the new anniversary increment date shall prevail thereafter. Nurses will not be entitled to paid holidays with pay which may fall during the entire period of the leave of absence.
- (c) Contributions of the Employer and the nurse to the Pension Plan, during any period of leave of absence without pay, will be in accordance with the rules and regulations of the Plan.
- (d) The Employer shall keep in effect the nurse's insured benefit plans in which she is currently enrolled except LTD, which shall cease at the commencement of the leave, for a period of up to twelve (12) months, provided the nurse arranges with the Employer prior to the commencement of her authorized leave of absence, the prepayment of the full premiums (nurse's and Employer's shares) of all insured benefits in which she is currently participating, during the period of absence.

14.02 Any regular part time nurse who is eligible for a paid leave of absence under Articles 14.03, 14.04 and 14.05 shall be paid for scheduled hours on such days.

14.03 Compassionate Leave

Compassionate leave with pay shall be granted to a nurse upon her request:

- (a) In conjunction with 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.

In the event of a delayed interment or ceremony for reason of religion or other protected grounds under the *Ontario Human Rights Code*, an Employee may save one (1) of the days identified above without loss of pay to attend the interment or ceremony.

- (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.

Serious illness shall mean illness involving hospitalization or confinement in excess of three (3) calendar days. Substantiation of a serious illness shall be furnished by the nurse as requested by the Centre.

- (d) Additional time off with or without pay may be granted at management's discretion under extenuating circumstances;

14.04 Jury/Court Duty Leave

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

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

14.05 Medical, Dental, Legal Appointment Leave

The Employer shall continue with the present practice of allowing full-time nurses leave without loss of regular pay, up to a maximum of twenty-five (25) hours per fiscal year, to attend medical, dental, and legal appointments, where such appointments cannot be arranged outside of working hours. Nurses shall endeavour to make their request in writing seven (7) weeks in advance except in extenuating circumstances when requesting time off to attend such appointments.

Effective September 1, 2006, the Employer shall allow unpaid time off for regular part time nurses, up to twenty-two and a half (22.5) hours per fiscal year, to attend medical, dental and legal appointments, where such appointments cannot be arranged outside of working hours.

14.06 Union Leave

- (a) Any member of the bargaining unit who is attending Union activities, shall upon making the request in writing at least seven (7) weeks in advance (two (2) weeks in advance in case of extenuating circumstances), for the purpose of arranging replacement, be granted a leave of absence without pay. The maximum time off for the Union activities shall be a total of twenty-five (25) working days per calendar year, and normally no more than one (1) nurse may be absent from scheduled work at any one time. The Employer agrees, however, that three (3) continuous days of leave of absence without pay may be granted (four (4) days without pay in the case of an ONA Biennial Meeting), to two (2) nurses provided relief staff is available, outside of the aforementioned time limit, to enable them to attend the Biennial Convention of the Union. During such leave, the nurse's salary and applicable benefits shall be

maintained by the Employer. The Employer will bill the Local Treasurer in a timely fashion, and the Local Treasurer will reimburse the Employer in the amount of the daily rate of the full time nurse or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time nurse. Part time nurses shall be credited with seniority based on scheduled hours on such days.

(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 Clinic Services Manager or designate. This provision covers a nurse who may be elected to the office of Vice-President. 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 14.07 (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 seven (7) 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 up to three (3) consecutive two (2) year terms. The nurse shall continue to accrue seniority and service during her absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full costs of such salary and applicable benefits.

The nurse agrees to notify the Employer in writing of her intention to return to work at least seven (7) weeks prior to the date of such return.

(d) 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 seven (7) weeks of advance written 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) days per fiscal year, as she or he may require fulfilling the duties of the position. Request for additional leave will be given consideration upon written request should the need arise.

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

(e) ONA Staff Leave

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

During such leaves of absence all salary, statutory benefits, pension, vacation and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits unless the Union decides to take sole responsibility for these employee obligations.

14.07

Pregnancy Leave

- (a) A nurse who is pregnant and who has been employed by the Employer for a period of at least thirteen (13) weeks immediately preceding the estimated day of her delivery, shall be granted, upon her written application therefore, a leave of absence without pay of seventeen (17) weeks commencing no earlier than seventeen (17) weeks immediately preceding the estimated day of her delivery. Such leave shall be in accordance with the provisions of the Employment Standards Act of Ontario.
- (b) A nurse will endeavour to provide as much advance written notice as possible, in any event, at least two (2) weeks in advance of the day upon which the nurse intends to commence her leave of absence, and shall be supported with a certificate from a legally qualified medical practitioner attesting to her pregnancy and indicating the estimated day upon which, in his/her opinion, the delivery will occur.
- (c) 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, unless the child is not yet in the care of the parent. The nurse shall notify the Employer in writing of her intention to take parental leave at the same time she is requesting pregnancy leave, however, in any case no later than five (5) weeks prior to the expiration of her pregnancy leave.
- (d) The nurse shall reconfirm her intention to return to work or may request changes to the dates originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be placed in a comparable position.

- (e) Seniority and service shall continue to accrue during pregnancy leave; however, the nurse will not be paid for named holidays occurring during such leaves of absence. Absence on pregnancy leave shall be considered as service for the purpose of entitlement to increased vacation and sick leave credits.
- (f) During the nurse's pregnancy leave, the nurse shall continue to participate in the staff pension and benefit plans in which she is enrolled immediately prior to commencing her leave unless she gives the Employer five (5) weeks advance written notice before her leave is to commence that she does not intend to do so. The nurse shall be required to prepay her share of any premiums.
- (g) A nurse returning from pregnancy leave shall be paid at the same step in the salary scale that she had attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, the nurse shall receive her anniversary increment upon her return to employment.
- (h) A nurse 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.
- (i) The Employer may request a nurse to commence a pregnancy leave of absence at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.

14.08

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-five (35) weeks of parental leave of absence without pay, if the employee took Pregnancy leave, (thirty-seven (37) weeks if the employee did not take Pregnancy leave) in accordance with the provisions of the Employment Standards Act.
- (b) A nurse will endeavour to provide as much advance notice in writing as possible, in any event, at least two (2) 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 the dates originally approved by written notification to be received by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be placed in a comparable position.
- (d) Seniority and service shall continue to accrue during parental and adoption leave; however, the nurse will not be paid for named holidays occurring during such leaves of absence. Absence for parental/adoption leave shall be

considered as service for the purpose of entitlement to increased vacation and sick leave credits.

- (e) During the nurse's parental/adoption leave, the nurse shall continue to participate in the staff pension and benefit plans in which she is enrolled immediately prior to commencing her leave unless she gives the Employer five (5) weeks advance written notice before her leave is to commence that she does not intend to do so. The nurse shall be required to prepay her share of any premiums.
- (f) A nurse returning from parental/adoption leave shall be paid at the same step in the salary scale that she had attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, the nurse shall receive her anniversary increment upon her return to employment.
- (g) A nurse 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 the probationary period.

14.09

Maternity/Parental/Adoption Supplemental Employment Benefit (SEB)

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

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

- (b) Maternity Supplemental Employment Benefits

A nurse, 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 nurse is eligible to receive and seventy-five percent (75%) of the nurse's regular weekly rate of pay (which shall include percentage in lieu of benefits for regular part-time nurses). This SEB payment shall commence following completion of the two (2) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the nurse is in receipt of EI maternity benefits for a maximum of fifteen (15) weeks.

CBS will pay seventy-five percent (75%) of the nurse's regular weekly rate of pay (which shall include percentage in lieu of benefits for regular part-time nurses) for the two-week waiting period required for maternity benefits under the Employment Insurance Act.

- (c) Parental/Adoption Supplemental Employment Benefits

A nurse, 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 nurse is eligible to receive and seventy-five percent (75%) of the nurse's regular weekly rate of pay (which shall include percentage in lieu of benefits for regular part-time nurses). This SEB payment shall commence following completion of any required two (2) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the nurse is in receipt of EI parental benefits for a maximum of ten (10) weeks.

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

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

(d) SEB Payment Calculation

SEB payments will be based on the regular weekly rate of pay in the nurse's home position.

The regular weekly rate of pay (which shall include percentage in lieu of benefits for regular part-time nurses) shall be determined by multiplying the nurse'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 nurses 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.

14.10 Paternity Leave

A male nurse with at least twelve (12) months of continuous employment will be granted a paternity leave of absence without pay for a five (5) day period commencing no earlier than three (3) days before the expected day of delivery.

14.11 Education Leave

- (a) Leave of absence without pay, for the 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 Clinic Services Manager or designate seven (7) weeks in advance where possible, and provide evidence that she is registered in the course. It is understood that only two (2) nurses will be allowed such leave at any one time, unless the Employer agrees otherwise.

- (b) A nurse shall suffer no loss of regular wages if required to write an examination or participate in a College of Nurses Quality Assurance Program or equivalent program to a maximum of seven and one-half (7 ½) hours.

14.12

Family Medical Leave

- (a) The Employer will provide Family Medical Leave without pay to employees for a period of up to eight (8) weeks within a twenty-six (26) week period to provide care and support to a specified family member who has a serious medical condition with a significant risk of death occurring within that twenty-six (26) week period, in accordance with the *Employment Standards Act*.
- (b)
 - i) For full-time employees seniority shall continue to accrue during family medical leave however, the employee will not be paid for named holidays occurring during such leaves of absence. The employee shall continue to earn paid vacation and sick leave credits for the entire duration of the absence.
 - ii) In the case of part-time employees seniority shall continue to accrue during family medical leave. Weekly service and seniority entitlement shall be calculated by adding up the hours worked in the twenty (20) week period immediately prior to the leave and dividing this total by twenty (20). Upon return to employment, absence on family medical leave shall be considered as service for the purpose of entitlement to increased vacation pay and annual increment. However, the employee will not be entitled to pay-in-lieu of benefits and vacation pay nor will she be paid for named holidays occurring during such leaves of absence.
- (c) During the employee's family medical leave, the employee may continue to participate in the Pension Plan and staff benefit plans she is enrolled in immediately prior to commencing her leave. The employee shall give the Employer four (4) weeks advance written notice before her leave is to commence, if possible, that she elects to continue with her benefits during this absence.
- (d) When an employee continues to participate in the insured benefit plans and/or Pension Plan, the Employer shall continue to pay its share of premiums for insured benefit plans and/or pension contributions on behalf of the employee provided that the employee continues to pay her share of premiums applicable to insured benefit plans and/or pension contributions. The employee shall either prepay her share of premiums and/or pension contributions or provide the Employer with post dated cheques prior to the commencement of the leave.
- (e) An employee returning from family medical leave shall be paid at the same step in the salary scale attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, the employee shall receive an anniversary increment upon return to employment.
- (f) Employees newly hired to replace employees who are on approved family medical leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, the employee shall be

credited with seniority from date of hire subject to successfully completing her probationary period.

ARTICLE 15 - PROFESSIONAL DEVELOPMENT AND EDUCATION PROGRAMME

- 15.01 The Employer recognizes the need for programmes to assist the nurses' professional growth. To this end, the Employer will provide:
- (a) An orientation programme.
 - (b) A staff in-service educational programme. When a nurse is required by the Employer to attend in-service education programmes outside of her regularly scheduled working hours she shall be paid for all time spent in attendance at her regular straight time hourly rate of pay. Courses will be scheduled as far in advance as possible. In the event scheduled courses are cancelled, twenty-four (24) hour notice will be provided to the nurses who are scheduled to attend. In the event that the notice is not given, part time nurses will be compensated for four (4) hours pay, full time nurses will be paid the four (4) hours, only if they have worked seventy-five (75) hours in the bi-weekly pay period.

Nurses who are scheduled to attend a mandatory staff meeting shall be guaranteed a minimum of two (2) hours pay at her regular rate unless the clinic shift starts within two (2) hours of the commencement of the meeting, at which time she will be paid from the meeting commencement to the end of her shift in conjunction with the terms of the Collective Agreement. Nurses shall not be required to attend mandatory staff meetings on their days off.
 - (c) A periodic written performance evaluation programme.
 - (d) A continued practice of staff attendance at professional nursing association meetings, short term workshops or conferences relevant to the nurse's work, subject to financial and operational constraints.
- 15.02 The Employer will pay for all time spent by nurses recertifying for BCLS or Heart Saver, along with payment for the programme fee.
- 15.03 Professional leave without pay may be granted, subject to operational requirements to one (1) nurse who is elected to the College of Nurses, to attend scheduled meetings of the College.

ARTICLE 16 - WORKPLACE INSURANCE

- 16.01 All nurses included in this Agreement shall continue to be covered by the provisions of the Workplace Safety & Insurance Act.
- 16.02 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness.
- 16.03 (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 she assigns over to the Employer her compensation payments due from Workplace Insurance for such period.

- (b) A nurse who elects not to assign her Workplace Insurance payments to the Employer may make prior arrangements for the prepayment of the full premium of any contributory health benefit plans.

16.04 Should the nurse's claim be disallowed by the Workplace 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.

16.05 When a nurse is absent on a Workplace Insurance claim, all benefits of this Agreement will continue to accrue subject to Article 16.06 below, until the nurse is declared permanently unfit to perform her regular duties.

16.06 A nurse who is absent on a Workplace Insurance claim will not accrue annual vacation and will not be paid for designated named holidays with pay during the entire period of absence. However, service credits for the purpose of calculating future vacation entitlement will continue to accrue during such absence.

16.07 (a) A nurse who has been on staff for more than one (1) year and is declared unfit to perform the essential duties of her regular job shall lose her seniority and employment two (2) years after the date of the accident or one (1) year after the "Notice of Fitness of Essential Duties" from the Workplace Safety & Insurance Board has been received, whichever occurs first. Seniority and employment shall also be lost on the date as of which a nurse is certified fit to return to work and she fails to do so or in case of a term employee upon the expiration of such term. Subject to any other statute that may supersede this Collective Agreement.

- (b) A nurse who is absent on Workplace Insurance leave and who has been on staff for less than one year may be terminated on the date she is declared unfit to perform the essential duties of her regular job, subject to any other statute that may supersede this Collective Agreement.

16.08 Work Accommodation

- (a) When it has been medically determined that a nurse, due to an illness or injury, is unable to carry out some or all of the regular functions of her position, she may be assigned modified duties if such is available, as required by a medical certificate and in accordance with the Employer's existing Work Accommodation Policy. The costs of obtaining a completed Treatment Provider Certificate required by the Employer, will be borne by the Employer.
- (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 employee with a copy of Form 7 at the same time as it is sent to the Board.

- 16.09 All accidents must be reported immediately by the nurse to the Clinic Services Manager or designate. The nurse will be provided with a copy of the report.
- 16.10 Nurses are required to provide the Clinic Services Manager or designate, as far in advance as possible, with a written notice of readiness to return to work.
- 16.11 The Employer will indicate either by written certification or on the nurse's T-4 the amount of Workplace Insurance payment the nurse has assigned to the Employer in accordance with Article 16.03 (a) above.

ARTICLE 17 - SICK LEAVE

17.01 Sick Leave Plan

All full time nurses shall continue receiving wages during absence due to sickness or accident in accordance with the Sick Leave Plan as set forth in this Article.

17.02 Requirements to Obtain Benefits Available

The nurse must observe all of the following regulations to obtain the benefits available:

- (a) Advise the Clinic Services Manager or designate of sickness or accident on the first day of disability at least two hours prior to the commencement of her scheduled shift, unless, extenuating circumstances prevents the nurse from such notification.
- (b) Give full and correct information regarding the disability and furnish medical certificates as may be required by the Employer.
- (c) Report to the Employer before making any change in usual place of residence or address during disability.

17.03 Accrual and Deduction of Sick Leave

- (a) The amount of credit a full-time 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 (5) year period.
- (b) Based on continuous full time service, sick leave credits will accrue to each nurse as listed below. One (1) day of accrued sick leave shall be credited to sick banks as seven and one-half (7.5) hours. Sick leave banks shall be tracked in hours and banks shall be reduced by scheduled hours up to a maximum of seventy-five (75) hours bi-weekly.

<u>Length of Service</u>	<u>100% Salary</u>	<u>75% Salary</u>	<u>66 2/3% Salary</u>
On the first calendar day after 3 mos. of continuous service	5 days	5 days	65 days

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	

- (c) When a nurse at the time sick leave commences has, through earlier use of sick leave credits, less than seventy-five (75) days of credits, additional sick leave will be provided, if required, to bring the total period of sick leave available to a maximum of seventy-five (75) days at sixty-six and two thirds percent (66-2/3%) pay.
- (d) When a nurse returns to active employment following a period of sick leave as provided, credits up to a maximum of seventy-five (75) days at sixty-six and two-thirds percent (66-2/3%) will again be made available after the following intervals:
- i) One month after return to active employment in the case of a new disability; and
 - ii) Three months after return to active employment in the case of a recurrence of the same disability.
- (e) Sick days credited under Article 17.03 (c) or sick days made available under Article 17.03 (d) above will not be accrued in the nurse's sick bank for future use.

17.04 Illness or Injury During Nurse's Vacation Period

If a nurse becomes ill or injured during her vacation period, she may request the application of available sick leave credits to cover such sick absence, provided that:

- (a) The illness or injury causing the nurse's disablement takes more than five (5) days;
- (b) The Employer is immediately notified of such illness or injury; and
- (c) The nurse shall submit such medical substantiation to the Employer when and if requested.

The vacation period substituted by the approved sick leave shall be re-scheduled to a time mutually agreed to between the nurse and the Employer.

17.05 Cancellation of Sick Leave Credits upon Termination of Employment

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

17.06 Exhaustion of Sick Leave Credits; Additional Absence Required

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 subject to the provisions of Article 14.01.

17.07 In the case of a part time nurse who is appointed to a full time position, sick leave shall commence to accrue from the date of appointment to the full time position.

17.08 A nurse who is on LTD leave of absence will not accrue vacation and sick leave nor will she be entitled to paid holidays occurring during such absence.

ARTICLE 18 - HOURS OF WORK

- 18.01 (a) Full-time nurses shall work an average of seventy-five (75) hours over a designated fourteen (14) calendar day period.
- (b) If any full-time nurse should work less than seventy-five (75) scheduled hours in any two week period due to unavailability of work, she shall be paid her full weekly salary for each of the two weeks.

18.02 Meal Periods and Rest Periods

The Employer shall provide unpaid meal periods for nurses who are scheduled to work as follows:

- a) Shift length of five (5) consecutive hours or less – no meal period.
- b) Shift length of more than five (5) hours to eight (8) hours – One (1) thirty (30) minute meal period.

- c) Shift length of more than eight (8) hours to eleven and one-half (11.5) hours – one (1) meal period of one (1) hour in duration or two (2) meal periods of thirty (30) minutes duration.
- d) Shift length of more than eleven and one-half (11.5) hours – two (2) meal periods totalling ninety (90) minutes shall be provided.
- e) The meal period for all nurses shall be given between the hours of 11:00 a.m. and 2:30 p.m. for lunch, and between the hours of 4:00 p.m. and 7:00 p.m. for dinner. If the day's work is concluded prior to 1:30 or 6:30 p.m., no lunch period nor dinner period need be provided unless otherwise required by legislation. This article does not apply to any shift of five (5) consecutive hours or less.
- f) Any additional meal period that must be provided under legislation shall be 30 minutes in duration. Such meal period will be scheduled at a time as determined by the Employer taking into account operational requirements and employee needs.
- (g)
 - i) Should any nurse not receive her rest period as set out above, or should she be called back to work during such times, such work shall be compensated at straight time plus a premium of .5 for the time worked. This compensation shall be paid over and above the nurse's averaging period.
 - ii) Should the nurse not receive her meal period as set out above, or be called back to work during her meal period, the nurse shall be paid a premium of one and one-half (1.5) times her straight time hourly rate for such time worked and this premium shall be paid over and above the nurse's averaging period.

18.03 No Splitting of Shifts

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 averaging period).

18.04 Rest Period between Workdays

There shall be a rest period of at least eleven (11) hours between the cessation of work on one day and the commencement of work on the next day. Should the nurse be required to work within this eleven (11) hour rest period, the nurse shall be credited at straight time for all hours worked within the eleven hour period and, in addition, shall receive a premium of .5 multiplied by all hours worked within the eleven (11) hour period. This premium of .5 shall be paid over and above the nurse's averaging period.

18.05 Calculation of Work Time Credits in Case of Nurse's Absence

For purposes of calculation of work time credits, any full-time nurse scheduled for work but does not report for work, shall be deducted the equivalent of the scheduled hours on such day.

ARTICLE 19 - SCHEDULING REGULATIONS

- 19.01 (a) Work schedules shall be posted four (4) weeks in advance of the day being worked. The approved schedule covering the period including Christmas and New Year's, will be posted six (6) weeks in advance of the day being worked.

Full-time Scheduling

- (b) The Employer will schedule two (2) consecutive days off per week.
- (c) There will be eleven (11) hours off between scheduled shifts.
- (d) Overnight assignments will be discussed with the nurse(s) prior to posting.
- (e) Full-time nurses who are required to work weekends will not be scheduled to work more than four (4) weekends in three (3) pay periods. Any shifts worked in which the nurse is in receipt of overtime premiums shall not be included in the above-mentioned weekend to pay period ratio. Scheduling will be done with an interest to minimize consecutive weekends worked, and no more than three (3) consecutive weekends shall be scheduled, unless mutually agreed otherwise. Nurses who have indicated a preference to work on Saturdays will be scheduled first to perform the available weekend work and will be exempt from this provision and shall only be paid their straight time hourly rate for any hours worked on a weekend, unless the nurse is entitled to overtime premiums in accordance with Article 20.01 (a) i).

19.02 Regular Part-time Scheduling

- (a) The regular part-time commitment to the Employer is approximately twenty-two (22) to twenty-six (26) hours per week averaged over a two (2) week pay period. This commitment shall not be construed as a guarantee of hours or pay by the Employer. The Employer will endeavour, subject to availability of hours, to schedule nurses to this level of commitment conditional upon the nurse making herself available to work as and when scheduled by the Employer.
- (b) Provided the work is available, the Employer agrees to schedule regular part-time nurses according to commitment, in a way which best equalizes their hours over a pay period.
- (c) The Employer will endeavour to schedule each regular part-time employee off work for four (4) days in a two (2) week pay period, with two (2) of the four (4) days being consecutive.
- (d) Where all regular part-time nurses have been scheduled up to the commitment, extra hours beyond the commitment will then be offered to regular part-time nurses equitably. When there are insufficient hours to continue to distribute equitably, any remaining hours will then be distributed on the basis of seniority. The above process will be exhausted prior to utilizing casual part-time nurses, provided the part-time nurse(s) is able to perform the duties required.

- (e) The above arrangement does not infringe on the Employer's right to require a nurse to report to work in extenuating circumstances.
- (f) Regular part-time nurses who are required to work weekends will not be scheduled to work more than four (4) weekends in three (3) pay periods. Only weekend work paid at straight time shall be included in the above-mentioned weekend to pay period ratio. Scheduling will be done with an interest to minimize consecutive weekends worked, and no more than three (3) consecutive weekends shall be scheduled, unless mutually agreed otherwise. Nurses who have indicated a preference to work on Saturdays will be scheduled first to perform the available weekend work and will be exempt from this provision and shall only be paid their straight time hourly rate for any hours worked on a weekend, unless the nurse is entitled to overtime premiums in accordance with Articles 20.01(a) ii) or iii).
- (g) When an additional shift becomes available following the posting of a schedule, and when operationally required, the shift will be offered to Regular Part-time Nurses who are on straight time rates, on the basis by seniority. Should the shift remain available, it will then be offered to Regular Part-time nurses on overtime rates or on scheduled days off on the basis by seniority, prior to utilizing full-time nurses, provided the part-time nurse is able to perform the duties required.
- (h) Notwithstanding Article 19.02 (g) if a clinic is cancelled the Regular Part-time Nurses affected will be rescheduled according to seniority to work additional hours that may become available in the pay period. If no additional hours are available, the nurse will be compensated for four (4) hours. The article shall not apply to clinic cancellations that occur due to circumstances beyond the control of the Employer.
- (i) All scheduled hours will be paid as per the posted schedule, unless an employee volunteers to leave early.

ARTICLE 20 - OVERTIME, CALL-BACK AND PREMIUMS

20.01

- (a) Overtime Rate
 - i) If any full-time nurse should work in excess of seventy-five (75) hours in the designated two-week averaging period, she shall be paid overtime for such excess hours worked at the rate of one and one-half (1½) times her basic hourly rate.
 - ii) Regular part-time, and casual part-time nurses shall receive pay at one and one-half (1 1/2) times their basic hourly rate for all hours worked in excess of the posted confirmed schedule or seven and one-half (7 1/2) hours, whichever is greater.
 - iii) Should a part-time nurse be scheduled in excess of seventy-five (75) hours in the designated fourteen (14) day averaging period she shall be paid overtime for all hours worked in excess of seventy-five (75) hours at the rate of one and one half times her basic hourly rate. There shall be no pyramiding of daily and biweekly averaging overtime hours.

(b) Overtime Rate - Work in Excess of 7 1/2 Hours in a Day

Double (2x) the equivalent hourly rate will be paid to any nurse for all additional hours worked following the completion of seven and one-half (7 1/2) hours on a paid holiday or on another day where the nurse is already being remunerated at time and one-half (1 1/2) her regular rate of pay.

(c) Compensatory Time Off

Time off in lieu of pay for overtime worked may be granted by the Employer for the appropriate number of overtime hours, upon the request of the full-time nurse, if operational requirements permit. The Employer has the option of cashing out time earned in excess of thirty-seven and one-half (37 1/2) hours.

20.02 Weekend Premium

A nurse shall be paid a weekend premium of two dollars and eighty cents (\$2.80) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

20.03 Work on a Scheduled Day Off

Full-time nurses required by the Employer to work on their scheduled day(s) off, shall be entitled to pay at the overtime rate of time and one-half (1.5) for all hours so worked.

20.04 Call-Back

When a nurse has completed her daily scheduled hours of work and has left the Centre or the clinic site and is called back to work on the same day, she shall be paid at the rate of time and one-half (1 1/2) her straight time hourly rate for all hours worked during this period or for four (4) hours at time and one-half (1 1/2), whichever is greater. Except as set out under Article 20.05 c), a nurse on call back will not be entitled to any other premium under this collective agreement.

20.05 On-Call Duty

- (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.

Any nurse who is assigned to on-call duty shall receive on-call pay at the rate of three dollars and forty-five (\$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 in response to a call-back works during the scheduled on-call period. Such work shall be paid in accordance with the aforementioned call-back pay provisions.

- (c) Any nurse on on-call who responds to a call-back shall be reimbursed by the Employer, either the amount of her taxi fare, or, if she uses her own vehicle, at the rate of fifty cents (50¢) per kilometre, or the corporate rate, whichever is greater, to a maximum of thirty-six dollars (\$36.00) or to such greater amount as the Employer may, in its discretion, determine for her travel.

20.06 Evening Premium

An evening premium of two dollars and twenty-five (\$2.25) per hour shall be paid to any nurse for each completed hour worked between 5:00 p.m. on any day and 7:00 a.m. on the next day.

20.07 Reporting Pay

When a part-time nurse who reports for work as scheduled, unless otherwise notified, is sent home because there is no work available, she shall be paid a minimum of four (4) hours pay at her regular rate.

20.08 Nurses will be allowed to exchange days off or tours of duty with the prior approval of the Clinic Services Manager or designate, and provided that there is no increased cost to the Employer as a result of such exchange and the nurse is qualified to perform the work. Nurses will submit their requests in writing for exchanges at least seven (7) calendar days in advance except in extenuating circumstances.

20.09 When a nurse is entitled to overtime and weekend and/or evening premium(s) for the same hours worked, overtime shall be paid on the nurse's regular hourly rate.

20.10 There shall be no pyramiding of overtime or premium pay for the same hours of work performed.

20.11 In the event regular part-time or temporary part-time nurses are required to remain out of town as a result of performing work related duties, due to weather conditions, the Employer agrees to pay a maximum of seven and one-half (7 ½) hours waiting time per day. This payment will be based on a start time of 0900 hours, or earlier as designated by the Employer. It is agreed that this time shall not accrue towards overtime and all such hours shall be paid at straight time. Once an employee commences travel, the provisions of Article 25.02 shall apply, and pay for waiting time shall cease.

20.12 Should a regular full-time or regular part-time nurse be required to work more than four (4) weekends in three (3) pay periods, she shall be paid at the rate of time and one-half (1 ½) her basic rate of pay for all such hours worked on the 5th and 6th weekend in those pay periods.

ARTICLE 21 - PAID HOLIDAYS21.01 (a) List of Paid Holidays

Full-time and temporary full-time nurses shall receive time off with pay of seven and one-half (7 ½) hours for the following paid holidays:

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

The day before Christmas Day
Or
The day before New Year's Day

For full-time nurses who have completed their probationary period, one (1) floating holiday which shall be requested by the nurse, five (5) weeks in advance, and no later than December 31st of any one year. If the request is not received by December 31st, the Employer shall have the right to schedule such float holiday or pay the nurse in lieu.

Time off at Christmas or New Year's shall be granted on an alternating basis from year to year, unless mutually agreed otherwise between the Employer and an individual employee.

- (b) Regular part-time, temporary part-time and casual part-time nurses shall be paid on each pay cheque, in addition to their basic regular rate of pay, four point 88 percent (4.88%) of their individual straight time earnings (i.e., applicable straight time earnings, exclusive of overtime pay, all premiums and vacation pay), in lieu of the above-mentioned holidays.

21.02 Work on a Paid Holiday

- (a) When a full-time or temporary full-time nurse works on a paid holiday, or on a designated day, in addition to holiday pay (7.5 hours) as stated under Article 21.01 (a) above, she shall receive a premium of one-half ($\frac{1}{2}$) times her basic hourly rate for all hours worked on that day, over the averaging period. In addition, the nurse shall receive time off equivalent to hours worked at her straight time pay, which shall be scheduled at a mutually convenient date between the nurse and her immediate supervisor. However, if such mutually convenient date cannot be arranged to be scheduled within sixty (60) days from when the holiday was worked, the nurse shall be paid at straight time (in lieu of the time off) for all hours worked. It is agreed that should a nurse work on the actual paid holiday and the designated day she will only be paid the .5 premium for the actual paid holiday. Work performed on the designated day will be paid at her straight time hourly rate.
- (b) Any regular part-time, temporary part-time or casual part-time nurse, who is required to work on a named holiday shall be paid one and one-half (1 1/2) times her straight time hourly rate for all hours worked on such named holiday, and the nurse shall not receive a day off in lieu of the holiday worked.

21.03 In order to qualify for pay for a paid holiday, a full-time 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.

21.04 The Employer shall arrange for paid holidays off to be scheduled equitably among the nurses. As far as possible, the Employer shall schedule nurses to have consecutive days off at Christmas or New Years. Time off at Christmas shall include either December 24th and 25th or December 25th and 26th, and time off at New Years shall include December 31st and January 1st.

21.05 Paid Holiday Falling within Vacation Period

When a holiday falls within a full-time nurse's vacation period, it shall be added to her vacation or scheduled at a mutually agreeable time

21.06 In Case Other Holidays Proclaimed

Should any other day be officially proclaimed in Ontario by the Federal or Provincial Governments, the Employer may substitute such day for one of the above named Paid Holidays.

ARTICLE 22 - VACATIONS

22.01 Vacation Accrual

All full-time nurses shall be granted paid vacation as follows:

- (a) Nurses with less than one (1) year of service shall be entitled to a pro-rata vacation calculated on 1.25 days for each completed calendar month of employment.
- (b) Up to four (4) years of service, three (3) weeks (1.25 days per month of service).
- (c) Following four (4) years of service, four (4) weeks (1.67 days per month of service).
- (d) Following ten (10) years of service, five (5) weeks (2.08 days per month of service).
- (e) Following twenty (20) years of service, six (6) weeks (2.50 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.

22.02 (a) i) Regular and casual part-time nurses shall be paid on each pay cheque six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), of their gross salary earned in lieu of vacation, whichever percentage is applicable depending on the vacation entitlement as set forth hereunder:

Up to 6,000 hours worked - 6%

From 6,001 hours worked or after 4 years, whichever occurs later	-	8%
From 15,001 hours worked, or after 10 years, whichever occurs later	-	10%
From 30,000 hours worked, or after 20 years, whichever occurs later	-	12%

- ii) Temporary full-time and temporary part-time nurses shall be paid on each pay cheque six percent (6%) of their gross salary earned in lieu of vacation.
 - iii) "Gross salary" as herein used includes straight time pay, overtime pay, pay in lieu of holidays as provided for in Article 21, and pay in lieu of benefits as provided for in Article 24.
- (b) Regular part-time nurses may apply for annual vacation without pay on the following basis:
- i) After twelve (12) months of continuous service, 3 weeks
 - ii) After four (4) years of service, 4 weeks
 - iii) After ten (10) years of service, 5 weeks
 - iv) After twenty (20) years of service, 6 weeks

For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of service.

22.03 The vacation year is from April 1st to March 31st of the following year.

- (a) Regular part time, full time and temporary nurses shall submit their written requests on vacation leave forms made available by the Employer, no later than February 1st. The Supervisor or designate shall post an approved vacation schedule on or before the 15th of March.

All other requests for vacation must be submitted in writing on vacation leave forms made available by the Employer, at least six (6) weeks in advance. The Supervisor or designate shall respond in writing within ten (10) working days of the request. The Employer will grant vacation requests whenever possible as operational requirements permit. Vacation quotas shall not be unduly restrictive, and vacation shall not be unreasonably withheld.

- (b) In the event of conflicts seniority shall prevail. Seniority rights, however, can only be exercised up to February 1st of the year, after which vacation schedules as already confirmed can no longer be disturbed by assertion of seniority rights. Seniority shall entitle a person to claim no more than three (3)

weeks of prime vacation time, which may be taken consecutively. Should a request be made for more than three (3) weeks, the Employer will endeavour to approve that request. Prime time in this Agreement shall consist of the months of July, August and at Christmas (December 15 – January 15), and March break. Seniority lists will be separate for full-time nurses and part-time nurses as per Article 10. Notwithstanding the above, nurses requesting a full week of vacation will be given priority over those requesting less than a full week for the same period.

- (c) Any unused vacation at December 31st shall be either scheduled or paid out by March 31st, at the discretion of the Employer.
- (d) A part-time nurse who transfers to a full time position will accrue vacation days in the full time position, as set out under Article 22.01, subject to establishing the nurse's seniority date in accordance with the provisions of Article 10.03.

22.04

Unless mutually agreed otherwise between the nurse and her immediate supervisor, vacations are usually taken in blocks of not less than one (1) week. A week of vacation shall be defined as seven (7) calendar days and will normally commence at 0001 hours on Monday ending at 2400 hours on Sunday. The nurse will not be required to utilize more than five (5) days from her vacation bank in order to have a week's vacation. However, single day requests for prime time vacation may be submitted in accordance with Article 22.03 (a). Approval will be subject to operational requirements.

Requests for vacations of one (1) week or more in duration will be given priority consideration over requests for less than one (1) week in duration.

When operational requirements permit, the Employer will not schedule a nurse to work or be on call, the Saturday or Sunday immediately before their scheduled vacation. Such requests shall not be unreasonably denied.

22.05

Transfers from Full-time to Part-time Position and Vice Versa

- (a) A full-time nurse who immediately prior to transferring to a part-time position has used advance vacation credits shall have the option to repay the Employer in full or to make arrangements for the recovery of the vacation overpayment.
- (b) A full-time nurse who has vacation credits not yet taken at the time of transfer to a part-time position shall receive pay for such unused vacation credits, around the time of transfer.
- (c) A full time nurse who transfers to a part-time position, shall receive the percentage in lieu of vacation accrual as set out under Article 22.02 (a) i), subject to establishing hours worked in accordance with the provisions of Article 10.03.

22.06

Vacation in Advance

A nurse may draw vacation days in advance not to exceed her entitlement for the current vacation year. Should any nurse terminate prior to completing the service requirement to earn such advanced days, an appropriate deduction at her current salary rate shall be made from her termination cheque.

22.07 Vacation Credits Upon Nurse's Termination

When a nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form a part of such nurse's termination pay.

ARTICLE 23 - INSURED BENEFITS/PENSION PLAN

For the duration of this Collective Agreement, the terms and conditions expressed in the Letter of Understanding re Canadian Blood Services Universal Benefits Plan, as attached, will apply.

- 23.01 (a) i) In the case of full time nurses the Employer shall sponsor an Extended Health Plan. Participation, enrolment and entitlement shall be in accordance with the rules and regulations of the plan. The Employer shall pay one hundred percent (100%) of the premium cost of the aforementioned plan.
- ii) Effective April 1, 2004, the Employer shall add and sponsor a Vision Care Plan to a maximum of two hundred dollars (\$200.00) for each covered person in any twenty-four (24) consecutive months.
- (b) Full-time nurses shall enrol in the Group Life Insurance Plan and Long Term Disability Plan, and Accidental Death and Dismemberment Plan in accordance with the provisions and requirements of these Plans.
- (c) Dental Plan
- i) Subject to the enrolment and other requirements of the Employer and the insurer for group participation, the Employer shall sponsor a Dental Plan. Nurses may opt out of this plan only if his/her spouse has equal or better coverage through his/her employer.
- ii) The Employer shall pay 66-2/3% of the premium cost for each participating nurse with the nurse paying the remaining 33-1/3%.
- iii) Effective April 1, 2004, employees who are enrolled in the CBS Dental Plan will be entitled to major restorative services and will be reimbursed fifty percent (50%) of costs up to a maximum of fifteen hundred dollars (\$1,500.00) per covered member per calendar year.
- (d) The Employer may at any time substitute another carrier(s) to underwrite such plans, provided that the benefits under the plans are not in any way reduced.
- (e) The Employer agrees to provide each nurse with an explanatory booklet on all the above staff benefit plans.
- (f) With the exception of vacation credits, all other benefits for part-time nurses, appointed to a full-time position, shall commence to accrue from the date of appointment to the full-time position subject to the rules and regulations of such insured benefit plans.

23.02

Pension Plan

- (a) Nurses shall enrol in the Pension Plan subject to the rules and eligibility requirements of the plan.
- (b) Employees in the bargaining unit shall participate in accordance with the eligibility provisions of the CBS Defined Benefit Pension (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 Regulation 909 under the Pension Benefits Act, supra apply. For purposes of clarity the contribution rate of both employees and the Employer are described in the Sample Contribution Schedule 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:

- i) Above contribution rates are prior to utilization of any surplus to reduce contributions.
- ii) Should total annual cost be set at a level greater than fourteen percent (14%), member and employer contribution rates will be such that the employer contribution rate is two percent (2%) greater than the members' contribution rate.
- iii) Should total annual cost be set at a level lower than seven percent (7%), member and employer contribution rates will be such that the employer contribution rate is equal to the members' contribution rate.

- iv) Members' contribution rate and employer contribution rate should be interpolated from the above table where the total annual cost falls between amounts shown.

ARTICLE 24 - PAY IN LIEU OF BENEFITS - PART-TIME

- 24.01 (a) On each pay cheque, regular part-time, temporary part-time, casual part-time and temporary full-time nurses shall be paid, in addition to their basic regular rate of pay, twelve and one-half (12½%) per cent of their individual straight time earnings, exclusive of overtime pay and all other premiums payable under this Agreement, in lieu of all insured benefit plans including pension and sick leave.
- (b) A part-time nurse who becomes eligible and joins the Canadian Blood Services Pension Plan in accordance with the rules and regulations of the Plan, shall be paid on each pay cheque eight and one-half percent (8½%) of her straight time earnings, as defined in 24.01 (a) above, in lieu of fringe benefits instead of twelve and one half percent (12½%).

ARTICLE 25 - TRANSPORTATION

- 25.01 Regional nurses will be required to provide their own transportation in circumstances where the Employer does not provide transportation. Car pooling is encouraged. A transportation allowance of fifty cents (50¢) per kilometre, or the corporate rate, whichever is greater, will be paid from the permanent clinic site and return when required to attend mobile clinics outside of the city/town limits when transportation is not provided by the Employer. Such transportation allowance will be a fixed dollar amount for each mobile clinic as established by the Employer.
- 25.02 Regional nurses will be credited with paid travel time from the permanent clinic site at their home location and return when required to attend mobile clinics outside the city/town limits of their home location. Such travel time will be a fixed time period for each mobile clinic and will be credited to the nurse's hours of work.

ARTICLE 26 - MEAL ALLOWANCE AND LODGING

- 26.01 Nurses who are required by the Employer to work on Clinics assignments outside the boundaries of the City of London, or the city limits of their home location, as may be applicable, shall receive appropriate meal allowance based on the following rates:

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

Provided that a claim for meal allowance can be made for:

- (a) Breakfast, if the scheduled time of departure from the Centre on the official assignment outside the boundaries as described above is 7:00 a.m. or earlier;

- (b) Lunch, if the time of departure from the Centre on the official assignment outside the boundaries described above is 12:00 p.m. or earlier, or the time of return to the Centre is 12:30 p.m. or later;
- (c) Dinner, if the time of return to the Centre from the official assignment outside the boundaries described above is 6:00 p.m. or later.
- (d) Nurses who are scheduled to work in permanent clinic sites at their home location are not entitled to meal allowance, transportation allowance or paid travel time.

26.02 Lodging

Nurses required by the Employer to be away from their homes overnight shall be lodged a maximum of two to a room, unless nurses are of the opposite sex, then each nurse would be lodged in a single room.

ARTICLE 27 - UNIFORMS

- 27.01 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 or a portion thereof prorated on a quarterly basis. A lump sum payment of \$52.50 will be paid only to those nurses who are on staff as at October 1, January 1, April 1 and July 1 of each year. The lump sum payment will be provided by direct deposit on the pay issued on or immediately preceding the aforementioned dates each year. Nurses on probation at date of issue will receive the uniform allowance only after successful completion of their probationary period.
- 27.02 A part-time nurse who is required to wear a uniform not supplied by the Employer shall receive a uniform allowance of \$150 annually. A lump sum payment of \$37.50 will be paid to any of these categories of nurses who are on staff as at October 1, January 1, April 1 and July 1 of each year. The lump sum payment will be provided by direct deposit on the pay issued on or immediately preceding the aforementioned dates each year. Nurses on probation at date of issue will receive this uniform allowance only after successful completion of their probationary period.
- 27.03 The Employer shall reimburse nurses for the purchase of safety shoes/boots, up to maximum of one hundred dollars (\$100.00) every two (2) years, upon submission of receipt. This allowance will only be paid to nurses who are required to assist with the loading and unloading of clinic supplies and equipment. Nurses on probation at date of issue will receive this allowance only after successful completion of the probationary period.

ARTICLE 28 - BULLETIN BOARD

- 28.01 The Employer shall provide two bulletin boards to be placed in a reasonably accessible location, one at London and one at each permanent location, upon which space shall be provided for the exclusive use of the Union. The Employer shall post vacancies affecting nurses on such bulletin boards. All notices posted by the Union shall be signed by an accredited Bargaining Unit representative. The Employer reserves the right to remove posted material objectionable to the Employer.

ARTICLE 29 - PERSONNEL FILES

- 29.01 (a) Each nurse shall have reasonable access to her personnel file for the purpose of reviewing the contents in the presence of the Manager, Human Resources, Clinic Services Manager or designate. Such requests shall be submitted to the Manager, Human Resources in writing and in advance.
- (b) A copy of any evaluation which is to be placed in a nurse's personnel file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and she shall have the opportunity to add her view to such evaluation prior to it being placed in her file. A copy of the evaluation will be provided to the nurse at her request.
- (c) The record of any letter of reprimand or suspension shall be removed from the nurse's personnel file eighteen (18) calendar months after the conduct which was the subject of the reprimand or suspension, provided that the nurse's record has been discipline free for an eighteen (18) calendar month period.

ARTICLE 30 - MISCELLANEOUS

- 30.01 A copy of this Collective Agreement will be printed and issued by the Employer to all nurses now employed and as employed. The cost shall be shared equally by the parties.
- 30.02 The Employer may grant permission to the Union to hold meetings on the Employer's premises.
- 30.03 Any or all the provisions contained in this Collective Agreement will be waived by the parties where the applicability of such provisions obstruct the parties' obligations under the Human Rights Code of Ontario, the Workplace Safety & Insurance Act, or the Employment Equity Act.
- 30.04 Within two (2) weeks following an employee's termination of employment, the Employer will provide her or him with a letter detailing her or his years of experience in the employment at Canadian Blood Services. In the case of part-time employees, such experience shall be expressed as hours worked.

ARTICLE 31 - COMPENSATION

- 31.01 All nurses shall be compensated for their services in accordance with Schedule 'A'.

ARTICLE 32 – CREDIT FOR EXPERIENCE

- 32.01 Claim for recent related experience if any, as determined by the Employer, shall be made in writing by the nurse at the time of hiring on the application for employment form, or otherwise.

It is the nurse's responsibility to provide the Employer with written documentation as verification of her previous experience so that her or his recent related experience may be evaluated by the Employer during her or his probationary period.

Once established consistent with this provision, credit for recent related experience will be retroactive to the nurse's date of hire. Having established the recent related experience, the Employer will credit a new nurse with one (1) annual service increment for each completed year of experience up to the maximum of the salary grid.

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

32.02 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. The Employer shall provide the job description and wage rate and provide written notice to the Union of the wage rate.

If the Union objects to the wage rate within thirty (30) days of receipt of the written notice from the Employer of the wage rate, such objection shall become the basis of a meeting between a representative of the Union and a representative of the Employer. Should such meeting not result in a revision to the wage rate, the wage rate may be referred to arbitration in accordance with Article 9 of the Collective Agreement.

The salary shall be retroactive to the time the position was first filled by the Nurse.

ARTICLE 33 - DURATION

33.01 This Agreement shall be effective from April 1, 2018 and expire on March 31, 2020 and shall continue in full force and effect from year to year thereafter unless either party desires to modify or amend this Agreement and gives the other party notice in writing of its election to do so not earlier than ninety (90) days before the expiry date.

33.02 All changes in this Agreement shall take effect on the date of ratification of this Agreement unless herein specifically stated otherwise.

33.03 (a) Salary rates shall take effect as set out in Schedule "A" of this Agreement. All changes to this Collective Agreement will be implemented as soon as possible.

(b) Nurses shall receive retroactive pay on all paid hours based on effective dates set out under Schedule "A".

(c) Following the date of ratification of this Agreement, nurses who have terminated their employment must apply in writing for retroactive pay, within three (3) months after the date of ratification of the new agreement or the nurse will not be entitled to such retroactive payment.

33.04 (a) Any general wage increase (GWI) to existing wage scales in this Agreement excluding pay equity adjustment, 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, 2018 to March 31, 2020.

- (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 ending March 31, 2020.
- (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 ending March 31, 2020.

SIGNING PAGE

Dated at London, Ontario, this 10th day of December, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Lori Bullock

Jill Allingham

Labour Relations Officer

Andrew Pateman

Marylee Lee

Lisa Bruce

SCHEDULE 'A'
SALARY SCHEDULES

Nurses shall be compensated in accordance with the following salary grids:

Registered Nurses Full time (Part Time)		
Step	April 1, 2018	April 1, 2019
Start	\$32.66	\$33.23
1 Year (1,500 hours)	\$32.81	\$33.39
2 Years (3,000 hours)	\$33.36	\$33.94
3 Years (4,500 hours)	\$35.00	\$35.62
4 Years (6,000 hours)	\$36.66	\$37.30
5 Years (7,500 hours)	\$38.72	\$39.40
6 Years (9,000 hours)	\$40.80	\$41.52
7 Years (10,500 hours)	\$42.89	\$43.64
8 Years (12,000 hours)	\$45.94	\$46.75
25 Years (37,500 hours)	\$46.76	\$47.57

Nurse Trainers/Educators Full Time (Part time)		
Step	April 1, 2018	April 1, 2019
Start	\$33.96	\$34.55
1 Year (1,500 hours)	\$34.12	\$34.72
2 Years (3,000 hours)	\$34.70	\$35.31
3 Years (4,500 hours)	\$36.39	\$37.03
4 Years (6,000 hours)	\$38.13	\$38.79
5 Years (7,500 hours)	\$40.27	\$40.97
6 Years (9,000 hours)	\$42.44	\$43.18
7 Years (10,500 hours)	\$44.61	\$45.39
8 Years (12,000 hours)	\$47.77	\$48.61
25 Years (37,500 hours)	\$48.61	\$49.46

LETTER OF UNDERSTANDING

Between:

CANADIAN BLOOD SERVICES, LONDON
(hereinafter referred to as the "Employer")

And:

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

Re: The Position of Coordinator, Medical Services, London

The parties hereby agree to the following:

1. The said position will not be exclusive to this ONA Bargaining Unit.
2. In the event that a Registered Nurse is the successful candidate to a permanent vacancy, his/her terms and conditions will be governed by this Collective Agreement.
3. The selection of someone other than a Registered Nurse for this position will not be the subject of a grievance and/or arbitration between the parties.

This agreement was signed at London, this 10th day of December, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Lori Bullock

Jill Allingham
Labour Relations Officer

Andrew Pateman

Marylee Lee

Lisa Bruce

LETTER OF UNDERSTANDING

Between:

CANADIAN BLOOD SERVICES, LONDON
(hereinafter referred to as the "Employer")

And:

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

Re: Canadian Blood Services Universal Benefits Plan

WITHOUT PREJUDICE OR PRECEDENT

Whereas, the Employer has created and is maintaining a Universal Benefits Plan which would apply to all eligible employees at Canadian Blood Services, and

- 1) The Universal Benefits Plan, as described in the attached plan summary, shall replace the benefit entitlements as described in Articles 23.01 a), b) and c), of the 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 33.01. 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.

Re: Canadian Blood Services Universal Benefits Plan
Page 2

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.

This agreement was signed at London, this 10th day of December, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Lori Bullock

Jill Allingham
Labour Relations Officer

Andrew Pateman

Marylee Lee

Lisa Bruce

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 ▪ Hospital ▪ Vision ▪ Other Eligible Expenses 	<ul style="list-style-type: none"> ▪ 100% ▪ 100% ▪ 100% ▪ 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 ▪ 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., 01, 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

PLAN FEATURES	
* 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 as per Manulife
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

PLAN FEATURES	
	55% at age 67 40% at age 68 25% at age 69
Maximum Benefit	<ul style="list-style-type: none"> ▪ without evidence: \$600,000 ▪ with evidence: \$1,000,000 ▪ combined maximums with Optional Life
OPTIONAL LIFE INSURANCE	
Premium Cost Sharing	▪ as per the Collective Agreement
Waiting Period	▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: not compulsory ▪ dependent coverage: not applicable
Required Number of Hours	▪ same as Major Medical
Benefit Formula	▪ 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	▪ as per the Collective Agreement
Waiting Period	▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: not applicable ▪ dependent coverage: not compulsory
Required Number of Hours	▪ 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	▪ as per the Collective Agreement
Waiting Period	▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ 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	<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	▪ as per the Collective Agreement
Waiting Period	▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: not compulsory ▪ dependent coverage: not compulsory
Required Number of Hours	▪ 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

LETTER OF UNDERSTANDING

Between:

CANADIAN BLOOD SERVICES, LONDON
(Hereinafter referred to as the "Employer")

And:

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

Re: Automobile Insurance

Nurses who are required to use their own vehicles, must ensure that their vehicle has adequate auto insurance to cover the business purposes and liability for which it is used. CBS will not assume any responsibility for any parking fines, loss or damage to a vehicle or contents concerning a private vehicle, which is being used for the organization's business. Staff may be required to provide proof of business insurance coverage.

This agreement was signed at London, this 10th day of December, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Lori Bullock

Jill Allingham
Labour Relations Officer

Andrew Pateman

Marylee Lee

Lisa Bruce

LETTER OF UNDERSTANDING

Between:

CANADIAN BLOOD SERVICES, LONDON
(Hereinafter referred to as the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as 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.

This agreement was signed at London, this 10th day of December, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Lori Bullock

Jill Allingham

Labour Relations Officer

Andrew Pateman

Marylee Lee

Lisa Bruce

MEMORANDUM OF AGREEMENT

Between:

CANADIAN BLOOD SERVICES, LONDON
(Hereinafter referred to as the "Employer")

And:

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

Re: Donor Screening

Whereas employees not included in the bargaining unit will perform donor screening;

Therefore, the Parties hereby agree to the following:

- 1) No regular Nurse 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 Nurses to determine if any request to voluntarily terminate employment with the Employer.
- 3) The Employer shall maintain sole discretion in determining the number of Nurses for which voluntary termination will be granted.
- 4) The Employer shall first grant voluntary termination requests from 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 #4 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 Nurses for whom the Employer grants voluntary termination.
- 7) Any Nurse to whom the Employer grants voluntary severance shall not be eligible for the provisions of the Career Bridging Program. Such Nurse shall also forfeit her right to notice and severance as contemplated by the Collective Agreement or legislation.
- 8) Notwithstanding #7 above, any Nurse to whom the Employer grants voluntary severance shall receive a voluntary termination package consisting of:

Re: Donor Screening
Page 2

- 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 Nurses, a pro-rated severance payment shall be calculated based on the following formula,

to a maximum of seventy (70) regular weeks' pay:

$$\frac{\text{Regular hours worked}}{1500 \text{ hours}} \times 112.5 \text{ hours} \times \text{hourly rate of pay}$$
 - b) Career transition services as provided for by the Career Bridging Program. The services shall include career assessment tools, planning tools, seminars, and counseling. Topics covered include resume preparation and interview preparation.
 - c) Education allowance as provided for by the Career Bridging Program. The allowance will be a minimum of \$1,925 to a maximum of five percent (5%) of the Nurse's regular earnings in the twelve (12) months preceding voluntary termination for endeavours that the Employer considers to influence a Nurse's future employment opportunities. Nurses shall apply for such allowance in writing using a form to be provided by the Employer.
 - d) Acceptance of the above noted amounts shall be deemed to include and satisfy any statutorily required notice and/or severance entitlements under the Employment Standards Act.
- 9) The provisions of this Memorandum of Agreement shall not apply to temporary or casual Nurses.
- 10) The provisions of this Memorandum of Agreement shall apply only to those Nurses hired into the bargaining unit on or prior to the 31 day of December, 2014.

This agreement was signed at London, this 10th day of December, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Lori Bullock

Jill Allingham

Labour Relations Officer

Andrew Pateman

Marylee Lee

Lisa Bruce

LETTER OF UNDERSTANDING

Between:

CANADIAN BLOOD SERVICES, LONDON
(Hereinafter referred to as the "Employer")

And:

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

Re: Scheduling Committee

This is to confirm the discussion of the parties during collective bargaining that they are committed to form a working group to discuss issues of mutual concern related to scheduling. The Parties agree to the creation of a scheduling committee which shall consist of two (2) Employer Representatives and two (2) Union appointed representatives, or such other greater number as may be agreed between the parties. There shall be equal numbers of both parties on the scheduling committee. The parties will meet within 60 days from the date of ratification.

The scheduling committee shall review employee scheduling and discuss potential changes that balance the interests of employees with operational requirements. Upon reaching consensus, the scheduling committee may make recommendations to the Employer regarding changes to employee scheduling that align with the provisions of the Collective Agreement. The Employer shall consider all such recommendations in good faith.

In addition to the foregoing, should mutually acceptable changes be identified, the Parties may enter into a written agreement for employee scheduling that may contain provisions that differ from the provisions of the Collective Agreement.

This agreement was signed at London, this 10th day of December, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Lori Bullock

Jill Allingham
Labour Relations Officer

Andrew Pateman

Marylee Lee

Lisa Bruce

LETTER OF UNDERSTANDING

Between:

CANADIAN BLOOD SERVICES, LONDON
(Hereinafter referred to as the "Employer")

And:

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

Re: Professional Practice Concerns

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

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

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

This agreement was signed at London, this 10th day of December, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Lori Bullock

Jill Allingham
Labour Relations Officer

Andrew Pateman

Marylee Lee

Lisa Bruce
