

COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN BLOOD SERVICES NATIONAL CONTACT CENTRE
(hereinafter referred to as the “Employer”)

AND:

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

Expiry: 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.
- 1.02 In order to protect the standard of nursing care the Employer agrees that nurses shall be subject to the *Regulated Health Professions Act* and to any and all regulations applicable to Canadian Blood Services as established by Health Canada.

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.) 1991 and as amended.*
- 2.02 A regular full-time nurse is one who is employed to work the full prescribed hours as specified in Article 18 of this Collective Agreement
- 2.03 (a) A regular part-time Nurse is one who is employed to work less than the full prescribed hours as specified in Article 18 of this Collective Agreement.
- (b) A temporary nurse is one who is hired for a definite period of time to work either regular full-time or regular part-time hours when no other bargaining unit member is qualified or willing to do the available work.
- 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.
- 2.05 Regular full-time, regular part-time and temporary Nurses shall be covered by all the provisions of this agreement unless otherwise stated, amended or where specific reference is made in Articles as to that Article's applicability to certain employee group or groups.

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, National Contact Centre, Sudbury, save and except Managers and persons above the rank of 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 local.

- 3.03 The Employer agrees that no one outside of the above-mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit except in extenuating circumstances.

Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, lay-off or reduction in hours of any member of the bargaining unit.

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 (a) 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, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability, or any other factor which is not pertinent to the employment relationship.
- (b) Every nurse who is an employee has the right to freedom from harassment in the workplace and to fair and equal treatment. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
- (c) The parties recommend and encourage any nurse who may have a discrimination or harassment complaint to follow the complaints process as set out in the Employer's policies and processes.
- (d) Following unsuccessful attempt(s) to resolve the complaint through the Employer's internal process, a Nurse who believes she has been discriminated against or harassed contrary to this provision may file a grievance under Article 9 of this Agreement.
- 4.03 The Employer and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.

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 lock-outs during the term of this Agreement. The term "strike" and "lock-out" shall bear the meaning given them in the *Ontario Labour Relations Act* as and when amended.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 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 scheduling, in accordance with the function of the Employer as a humanitarian service and a biologics manufacturer;
 - (d) make, enforce, and alter from time to time, reasonable rules and regulations to be observed by nurses.
- 6.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Collective Agreement.
- 6.03 The parties further agree that the operations of the Employer entail working methods, hours and processes which are unique to it. The parties recognize that the function of the Employer is that of a public service with a humanitarian purpose and a biologics manufacturer.

ARTICLE 7 - UNION SECURITY

- 7.01 During the first month of employment, a local nurse representative, shall be allowed fifteen (15) minutes within regular working hours, to interview newly hired nurses. Such interview shall be arranged by the Employer during the orientation period, and the Union will be notified a minimum of one week in advance of the time and place.
- 7.02
- (a) 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.
 - (b) 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 newly hired Nurses and of terminations.
- 7.03 The Union shall indemnify and save the Employer harmless with respect to 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.
- 7.05 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*.

ARTICLE 8 - NURSE REPRESENTATIVES AND UNION COMMITTEES

- 8.01 The Employer recognizes nurse representatives appointed or elected by the Local Union to represent the nurses in their employment relations with the Employer. The Local Union 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
- (a) 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.
 - (b) 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.
 - (c) The Union-Management Committee shall meet at least three (3) times per calendar year. Either party will provide to the other, at least seven (7) calendar 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 meetings as noted above, and such notice will include a list of the items it wishes to discuss. Within five (5) calendar days after receipt of such notice, the parties will establish a meeting date and time. It is understood that there shall be no discussion of grievances at these meetings.
 - (d) Concerns about workload assignments shall not be the subject of a grievance. Such issues will be submitted to the Manager in writing by the Local President of the Bargaining Unit within fourteen (14) calendar days of the occurrence. A discussion by the Union-Management Committee shall take place within twenty (20) calendar days of the Managers' receipt of the Union letter. Every reasonable effort will be made to resolve the issue satisfactorily. The Manager shall render her decision in writing to the Local President or delegate within fourteen (14) calendar days of the meeting.
- 8.03
- (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) Nurse Representatives and Grievance Committee representatives shall not leave their work station or duties to attend grievances or Union business without first obtaining permission from the Manager, or delegate. Such permission will not be unreasonably requested or denied.
- 8.04
- (a) Nurses shall be paid for actual hours spent at meetings with the Employer on matters arising from the functioning of the above mentioned committees.
 - (b) The payment of actual hours referred to in a) above, shall not result in overtime pay.
- 8.05
- 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 three (3) members for the purpose of attending at the initial exchange of proposals. It is understood that there shall be equal representation between the Employer and the Union. The Employer agrees to pay members of the Negotiating Committee for time spent in negotiations with the Employer for a renewal agreement up to but not including Arbitration. Additional individuals may be invited to any meeting with the agreement of both parties.
- 8.06
- 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 Manager, Human Resources or delegate. Such requests will not be unreasonably requested or denied.
- 8.07
- (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 Occupational Health and Safety Committee one (1) representative selected or appointed by the local Union from its bargaining unit.
 - (c) The Employer agrees that nurses shall not lose regular pay for all time spent in attendance on matters arising from the functioning of the aforementioned committees, provided that the nurse has first obtained permission from her supervisor to leave her work station or assigned duties. Such permission will not be unreasonably requested or denied.

ARTICLE 9 - GRIEVANCE PROCEDURE AND ARBITRATION

- 9.01
- (a) Where a difference arises between the parties related to the interpretation, application or administration of this Agreement, or where an allegation is made that the Agreement has been violated, the following procedures will be adhered to.

- (b) It is the mutual desire of the parties hereto that complaints of nurses shall be addressed as quickly as possible, and it is understood that a nurse has no grievance until she has first given the Manager or delegate, the opportunity of adjusting the complaint. Such complaint shall be discussed at a meeting with the Manager or delegate 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. The nurse will have the right to bring a representative with them to the meeting. Failing settlement within fourteen (14) calendar days following the discussion with the Manager or delegate, it shall then be taken up as a formal grievance in the following manner and sequence:

NOTE: The parties mutually agree a "grievance" document can be in electronic or hard copy format. An electronic copy may not be signed.

STEP 1

A nurse(s) may present a grievance in writing to the Manager or delegate. The written grievance shall contain reference to the Article and/or clauses in the Contract which are alleged to have been violated and the redress sought.

The Manager or delegate shall render a decision in writing within fourteen (14) calendar days following the day on which the grievance was received by the manager or delegate. 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 delegate. A follow up meeting will be held among the Manager, Human Resources, or delegate, the grievor(s) and the Grievance Committee, fourteen (14) calendar days following submission of the grievance to the Manager, Human Resources. A representative of the Ontario Nurses' Association and other Employer representatives may be present at such meeting. The decision of the Manager, Human Resources shall be delivered 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, it will so notify her in writing, indicating the reason(s) for the discharge, suspension or discipline with a copy to the

President of the local. 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 local representative present during such meeting. Should the nurse wish to file a grievance against discharge or suspension or discipline it shall be reduced to writing and filed within fourteen (14) calendar days under Step 2 of the grievance procedure.

- 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 or delegate within fourteen (14) calendar days following the circumstances giving rise to it. The grievance shall be initiated at Step No. 1.
- 9.05 (a) After exhausting the Grievance Procedure established by this Agreement, either party may, within fourteen (14) calendar days, notify the other party in writing of its desire to submit the grievance to arbitration, and the notice shall contain the name of the first party's nominee to the Arbitration Board.
- (b) The parties may mutually agree in writing, at the time a grievance is to be forwarded to Arbitration, to substitute a single Arbitrator for the Arbitration Board referred to in this Article. All other provisions referring to an Arbitration Board shall appropriately apply.
- 9.06 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) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two 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 Seniority List and Accrual of Seniority

- (a) All employees who are employed in the National Contact Centre, Canadian Blood Services as of September 13, 2006 will have service and seniority credits applied from the date of last hire with the Employer in any of its operations. Nurses hired after September 13, 2006 from any of the Employer's operations will bring with them service hours only.

The Employer will keep a separate up-to-date seniority list of all regular full-time and regular part-time, and post on the Union bulletin board, for all hours worked up to and including December 31 to be posted on January 15 and all hours worked up to and including June 30 to be posted on July 15 of each year. A copy of the list will be provided to the Union. Seniority on such lists will be expressed in terms of hours. For part-time nurses, overtime hours will be included for the purpose of calculating seniority.

The names of all probationary nurses shall be included in the seniority list with their total hours worked.

- (b) Seniority shall be subject to adjustments as outlined in Articles 10.04, 10.05 and as herein otherwise provided under specific Articles.

10.02 Application of Seniority

- (a) Seniority for the purpose of this Collective Agreement shall be used in determining priorities for preference of vacation periods, lay-off and recall, transfers and promotions in accordance with Article 12.01.
- (b) Temporary nurses who are hired into regular part-time or regular full-time positions will be credited with seniority accumulated in her temporary position, provided there has been no break in service.

10.03 When a regular full-time nurse transfers to a part-time position and vice versa, she shall retain her accumulated seniority.

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 a nurse is on an approved leave of absence, without pay, not exceeding thirty (30) continuous calendar days;
- (c) when nurse is in receipt of paid sick leave;
- (d) when a nurse in receipt of WSIB compensation, subject to Article, 16.08 (b), or is in receipt of LTD benefits as an employee of Canadian Blood Services;
- (e) when on pregnancy or parental leave, to a maximum of fifty-two (52) weeks subject to Articles 14.08 and 14.09.

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 on layoff up to twenty-four (24) months;
- (c) when absent on account of accident or illness and not in receipt of sick leave credits.

- 10.06 A nurse shall lose her seniority and her employment and shall be deemed to have been terminated if she:
- (a) quits for any reason;
 - (b) is discharged for just cause and is not reinstated through the grievance or arbitration procedure;
 - (c) has been on layoff for more than twenty-four (24) months;
 - (d) fails to contact the Manager or delegate, 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; the Employer shall copy the Bargaining Unit President on the nurses notification of recall;
 - (e) is absent from scheduled work for a period of three (3) or more consecutive shifts without notifying the Employer of such absence and providing a satisfactory reason(s) to the Employer;
 - (f) retires.
- 10.07 (a) Regular full-time nurses shall be entitled to a salary increment under Schedule "A", following each completed year of service, up to the maximum step level of the salary grid.
- (b) Regular part-time and temporary nurses, shall be entitled to a salary increment following completion of each 1500 hours worked, but no sooner than one (1) year from the date of hire or the date of last progression, up to the maximum step level of the salary grid. Hours worked in excess of 1500 hours in that year shall be credited towards the following year's salary increment.
- 10.08 Seniority for regular part-time nurses on maternity or parental leave shall be calculated using hours worked in the immediately preceding twenty (20) week period to determine a weekly average for the accrual of seniority during such leave.

ARTICLE 11 - PROBATIONARY PERIOD

- 11.01 (a) All newly hired nurses shall serve a probationary period of six hundred and fifty (650) hours worked or six (6) months, whichever comes first. With the agreement of the Employer and the Union an additional probationary period can be determined but total probation hours shall not exceed nine hundred and seventy five (975) hours worked or nine (9) months whichever comes first.
- (b) It is understood that a nurse has to serve only one probationary period with the Employer whether or not her service is regular full-time, regular part-time, temporary or a combination of all three.

- 11.02 (a) The newly hired nurse's work performance shall be periodically assessed during her probationary period and the results shall be discussed with her by her immediate supervisor.
- (b) It is understood that nurses on probation may be discharged, provided the discharge was not done in a manner that was arbitrary, discriminatory, or in bad faith. If the Employer terminates a Nurse on probation, the Employer shall notify the Union prior to the termination.

ARTICLE 12 - ASSIGNMENTS AND PROMOTIONS

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

- (a) skills, ability, experience and qualifications
- (b) seniority

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

12.02 Assignments to Positions Outside the Bargaining Unit

- (a) The assignment of nurses for any position not covered by this Agreement, shall be subject to a trial period of ninety (90) calendar days, extendable to one hundred and twenty (120) calendar days upon written notice to the nurse prior to the expiry of the original ninety (90) calendar days. At any time during the trial period the nurse shall have the right to return to her former position without loss of seniority.
- (b) A nurse who is temporarily assigned to a position outside of the bargaining unit, for a period of not more than two (2) years shall continue to accumulate seniority during such period. The nurse will also continue to accrue sick leave, vacation and insured benefits applicable to her under this Agreement however, Articles 18, 19 and 20 of the Collective Agreement shall not be applicable. 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, the Union and the Employer.
- (c) In the event that a nurse is assigned 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 assignment, unless there has been mutual agreement to extend such assignment between the nurse, the Union and the Employer.
- (d) It is understood and agreed that a nurse may decline such offer of assignment.

12.03 Vacancies, Posting Requirements

- (a) When the Employer determines that a vacancy is to be filled, in the case

of all permanent vacancies, including new positions, within the bargaining unit, the Employer will post notices of such vacancies on the Canadian Blood Services intranet in addition to an electronic notice sent to all nurses informing them of the vacancy, stating the location of the vacancies, for fourteen (14) calendar days prior to making a permanent appointment to any such position, in order that any interested nurse may apply. If no qualified nurse applies, the Employer may then hire from outside the bargaining unit. The name of the successful applicant shall be provided by the Employer to the Bargaining Unit President of the Local upon written request.

Notwithstanding the above, the Employer may offer a vacancy in the Registered Nurse classification to bargaining unit employees within the classification in order of seniority, without posting the vacancy and without conducting interviews.

- (b) Temporary vacancies shall be posted if their projected duration is in excess of three (3) calendar months, if the Employer determines that the vacancy is to be filled.
- (c) When on an extended leave of absence in excess of fourteen (14) calendar days, including vacation a nurse may make a written request for transfer by advising the Employer and attaching a resume. A Request shall become active as of the date it is received by the Employer and shall remain so until her return to work. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

12.04 Compensation

- (a) A nurse who is temporarily assigned to a classification or to a higher classification outside the bargaining unit, shall be paid a premium of 6% of her regular rate of pay during such temporary assignment in addition to her regular rate of pay, when such assignment is for five (5) scheduled shifts or longer.
- (b) A nurse who is temporarily assigned to a classification outside the bargaining unit with the same or lower pay rate, shall continue to be paid at her regular rate of pay.

12.05 Vacancies which are not expected to exceed three calendar months or vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Employer. In filling such vacancies consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time and shall be covered by the terms of the part-time

Collective Agreement. Upon completion of the temporary vacancy, such nurse shall be reinstated to her former position unless the position has been discontinued, in which case the nurse shall be given a comparable job. Full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses.

ARTICLE 13 - LAYOFF AND RECALL

13.01 The layoff of regular full-time and regular part-time nurses shall remain separate. The Employer reserves the right to layoff either regular full-time or regular part-time in accordance with the provisions of this Article.

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

- i) provide the Union with no less than forty five (45) calendar days' notice of such action for an indefinite layoff and sixty (60) calendar days of notice for a permanent layoff. Layoff notice may be given to a nurse at any time during or following the above noted notice periods, providing such notice is in compliance with Employment Standards.
- ii) meet with the Union to review the following:
 - 1. the reasons causing the layoff,
 - 2. the service which the Employer will undertake after the layoff,
 - 3. the method of implementation, including the areas of cutbacks, and the nurses affected by such actions.

(b) Following notice to the Union pursuant to Article 13.02 (a), but prior to issuing notice of layoff to nurses, the Employer shall make offers of early retirement allowance in accordance with the following conditions:

- i) The Employer shall make offers in descending order of seniority in the sections where layoffs would otherwise occur. Further, these offers shall be made to nurses in same classification and status as those who would otherwise be given notice of layoff.
- ii) The Employer shall make offers to nurses eligible for retirement under the Employer pension plan (including regular part-time, if applicable, whether or not they participate in the Employer pension plan). A nurse who accepts such an offer shall be approved for early retirement by the Employer, operations, subject to operations being maintained to the Employer's satisfaction.
- iii) The number of early retirements the Employer approves shall not exceed the number of nurses who would otherwise be laid off. A nurse may not revoke her acceptance of an offer of early retirement once she is approved by the Employer.
- iv) A nurse approved for an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each consecutive year of service, to a maximum of fifty-two (52) weeks' salary. Such allowance shall be pro-rated in the case of regular part-time nurses.

- (c) i) In the event of a layoff, nurses shall be laid off in the reverse order of seniority, provided that the nurses who remain are willing and qualified to perform the remaining available work.
- ii) A nurse who is laid off may opt to either accept the layoff, or retire (if eligible under the rules of the Canadian Blood Services Pension Plan), or displace the nurse who has the least seniority and whose work the nurse is qualified to perform.
- iii) A nurse who is permanently laid off shall be entitled to a severance allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' salary.

Temporary nurses shall be terminated before regular full-time or regular part-time nurses are laid off subject to such nurse being willing and qualified to perform the work.

- (d) Nurses shall be recalled in the order of their seniority provided that they are willing and able to perform the available work.
- (e) No new nurses will be hired when there is a nurse(s), either regular full-time or regular part-time, on layoff who is qualified, willing and able to perform the available work.
- (f) No permanent reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.

13.03 Where a regular part-time nurse's shift is cancelled with more than twenty-four (24) hours notice, the affected nurse will have the option of displacing the least senior nurse scheduled to work, on the same day with similar hours of work, provided the affected nurse is qualified to perform the work. The nurse will inform the Employer of their desire to displace the least senior nurse within twenty-four (24) hours of the Employer's notification.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 General Provisions for Leaves of Absence Without Pay

- (a) Applications for leave of absence without pay in excess of one week duration shall be made in writing to the Manager or delegate four (4) weeks in advance, except in extenuating circumstances. Applications for leave of absence without pay for a period less than one week shall be submitted in writing to the Manager or delegate, as soon as practicably possible. Applicants shall indicate in their application their intended date of departure and date of return.

The Employer will give the nurse a written reply within fourteen (14) calendar days of the receipt of the leave request which is in excess of one week, and as soon as practicably possible for leave requests that are less than one week in duration. Extenuating circumstances will be considered.

- (b) Where a 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. The nurse's anniversary increment date shall also be adjusted to the date immediately following the lapse of the thirty (30) calendar days and the new anniversary increment date shall prevail thereafter.

Upon resumption of duty, the nurse's accrual and eligibility for benefits shall recommence and the nurse's increment date shall also be adjusted by the same amount of time as the leave of absence and the new increment date shall prevail thereafter.

- (c) Contributions of the Employer and the nurse to the Pension Plan during leaves of absence without pay, will be in accordance with the rules and regulations of the Plan and as provided in Articles 14.08 and 14.09.
- (d) The Employer shall keep in effect the nurse's insured benefit plans in which she is currently enrolled, except pension and LTD for a period of up to twelve (12) months of absence without pay, 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 Bereavement/Compassionate Leave

Bereavement Leave

Bereavement leave with pay shall be granted to a nurse upon her request based on the following:

- (a) At the time of death or funeral or equivalent service of the employee's spouse (common-law and same gender relationships maintained for a period of at least one year included), child, mother, father, brother, sister, legal guardian, grandparent, grandchild, step parent or step child up to five (5) consecutive calendar days unless extenuating circumstances acceptable to the Employer exist.
- (b) At the time of death or funeral or equivalent service of the employee's mother-in-law, father-in-law, son-in-law, or daughter-in-law up to three (3) consecutive calendar days unless extenuating circumstances acceptable to the Employer exist.
- (c) At the time of death or funeral or equivalent service of an employee's aunt, uncle, niece, nephew, brother-in-law, or sister-in-law, up to one (1) calendar day to attend the funeral.
- (d) For all circumstances described above, a maximum of two (2) calendar days for travel may be granted if overnight travel is required.

Compassionate Leave

Compassionate leave with pay shall be granted to a nurse upon her request based on the following:

- (e) For the purpose of attending to serious illness in the nurse's immediate family namely: spouse (common-law and same gender relationships included), parent, and child up to four (4) scheduled shifts per fiscal year.
- (f) Serious illness shall mean illness involving hospitalization or any illness that a medical doctor certifies to be critical. The employee shall provide proof upon request by the Employer. Substantiation of a serious illness shall be furnished by the nurse as requested by the Employer.
- (g) For the purpose of attending to the care of a dependent child who is sick but not seriously ill, the employee may, at the Employer's discretion, be granted a maximum of two (2) paid scheduled shifts per fiscal year (April 1st to March 31st).
- (h) Additional time off without pay may be granted at the Employer's discretion under extenuating circumstances. Such extra leave shall not be unreasonably withheld.

Part-time Nurses shall be entitled to both bereavement and Compassionate Leave on a pro-rated basis.

14.03 Jury/Court Duty Leave

If a nurse is required to serve as a juror in any court of law, 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, coroner's inquest or hearing;
- (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.

Notwithstanding the foregoing, a leave of absence without pay shall be granted to a nurse whose private affairs have occasioned a court appearance.

14.04 Wedding Leave

Upon successful completion of their probationary period, the Employer shall grant a regular full-time and regular part-time nurse three (3) consecutive calendar days off with pay during the week immediately prior to her marriage or thereafter, subject to five (5) weeks written notice in advance. The three (3) calendar days leave with pay may be added to any period of annual leave available or may be taken separately at the nurse's option, in any case the said leave must be taken by no later than March 31st of the subsequent year or it shall be lost to the nurse.

Regular part-time employees are eligible for wedding leave on a pro-rata basis.

14.05 Medical, Dental, Legal Appointment Leave

The Employer shall provide all nurses leave without loss of regular pay, to a maximum of twenty-two and a half (22.5) hours per year, to attend medical, dental and legal appointments, where such appointments cannot be arranged outside of working hours. It is understood that a Nurse who is a parent of a dependent child may use this leave for the same purposes for that child. Employees shall provide as much notice as is reasonably possible.

Total Leave under this Article shall not exceed 22.5 hours.

14.06 Union Leave

(a) Any member of the Local Union who is attending internal Union activities, and or arbitration, shall upon making the request five (5) 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. Nurses shall continue to accrue seniority and service during such leave of absence. The maximum time off for such activities shall be up to a total of twenty five (25) scheduled shifts per calendar year. If more days are needed, for arbitration, such days shall not be unreasonably denied, but shall be subject to operational requirements. Normally no more than one (1) nurse may be absent from scheduled work at one time, except in extenuating circumstances. The Employer agrees, however, that three (3) continuous calendar days of leave of absence without pay may be granted (four (4) calendar 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 annual convention of the Union. During such leaves of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer based on the nurse's daily rate of pay for each day of absence or portion thereof. Requests will not be unreasonably denied or requested.

(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 as she may require to fulfil the duties of the position, provided six (6) weeks written notice in advance is given to the Manager, or delegate. This provision covers a nurse who may be elected to the office of Secretary-Treasurer or 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 14.06 (a). During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the full costs of such salary and applicable benefits.

(c) President. O. N .A.

Upon application, in writing six (6) weeks in advance, by the Union on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period up to three (3) years. 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's anniversary date for the purpose of salary increments, future vacation entitlement and sick leave will be maintained. However, such nurse will not accrue paid vacation or receive any paid holidays during this period. The nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of such return.

(d) Professional Leave

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.

14.07 In the case of regular part-time and temporary nurses bereavement and compassionate leave with pay, leave for serious illness, jury duty and wedding leave as outlined in Article 14, shall be granted on the same basis and for the same number of either calendar days or scheduled shifts (as the case may be) as in the case of regular full-time nurses. Time off with pay shall be limited to the nurse's averaged hours of work which shall be calculated based on the daily average number hours worked in the twenty (20) week period immediately prior to the leave.

14.08 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*, except as amended in this Article.
- (b) The leave application shall be submitted 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 the parental leave at the same time she is requesting 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.

A regular part-time employee upon her return shall be credited with the hours that would have been worked had she never taken leave. For the purpose of calculating such part-time hours, hours worked in the twenty (20) weeks preceding the leave will be used to determine average/normal hours of work.

- (f) During the nurse's pregnancy leave, the nurse shall continue to participate in the Canadian Blood Services Pension Plan and insured 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.

14.09

Parental/Adoption Leave

- (a) A nurse who has been employed for at least thirteen (13) weeks and who is a parent of a child is entitled to parental leave without pay following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time, shall be entitled to thirty-seven (37) weeks of parental/adoption leave of absence without pay (provided the employee did not take pregnancy leave) in accordance with the provisions of the *Employment Standards Act of Ontario* as may be amended from time to time, except as hereunder set out in this Article.
- (b) A nurse shall advise the Employer in writing five (5) 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 Canadian Blood Services Pension Plan and insured 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.

14.10

(a) Maternity/Parental/Adoption Supplemental Employment Benefit (SEB)

Nurses commencing maternity or parental/adoption will receive the Supplementary Employment Benefits if they meet eligibility requirements.

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. This SEB payment shall commence following completion of the EI waiting period and upon submitted proof of

receipt of EI benefits. The SEB payment shall continue while the nurse is in receipt of EI maternity benefits for a maximum of fifteen (15) weeks.

Canadian Blood Services (CBS) will pay seventy-five percent (75%) of the nurse's regular weekly rate of pay for the waiting period required for maternity benefits under the *Employment Insurance Act*.

(c) Parental/Adoption Supplemental Employment Benefits (SEB)

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. This SEB payment shall commence following completion of any required 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 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.

In instances where two nurses 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 position.

The regular weekly rate of pay 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.

14.11

Paternity Leave

A regular full-time male nurse with at least twelve (12) months of continuous employment at the time of birth/adoption of his child, is eligible for up to three (3) calendar days without loss of regular pay commencing no earlier than three (3) calendar days before the expected day of delivery.

Regular part-time male nurses are eligible for paternity leave on a pro-rata basis.

14.12 Education Leave

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 their Manager or designate five (5) weeks in advance and provide evidence that she is registered in the course. It is understood that only one (1) nurse will be allowed such leave at any one time, unless the Employer agrees otherwise.

ARTICLE 15 - PROFESSIONAL DEVELOPMENT AND EDUCATION PROGRAM

15.01 The Employer recognizes the need for programs to assist the nurses' professional growth. To this end, the Employer will provide:

- (a) an orientation program;
- (b) a staff in-service educational program. All Nurses shall be advised of educational in-service training programs and whether it is voluntary or mandatory. When a nurse attends in-service education programs 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, however, such time shall be considered as time worked for the purposes of calculating overtime. Courses will be scheduled as far in advance as possible and in the event scheduled courses are cancelled, twenty-four (24) hours notice will be provided to the nurses' who were scheduled to attend. In the event that the notice is not given, nurses will be compensated for the planned length of the program;
- (c) access to short term workshops or conferences relevant to the nurse's work, subject to financial and operational constraints;
- (d) a periodic written performance evaluation program.

ARTICLE 16 - WORKPLACE SAFETY AND INSURANCE/ SAFETY AND HEALTH

16.01 All nurses included in this Agreement shall continue to be covered by the provisions of the *Ontario Workplace Safety and 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 and Insurance Act*, shall continue to receive her regular salary from the Employer, less regular deductions, provided she assigns over to the Employer her compensation-payments due from the Workplace Safety and Insurance Board for the time lost as a result of the accident.

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

- 16.04 All accidents must be reported immediately by the nurse to the Manager. The nurse will be provided with a copy of the report.
- 16.05 Nurses are required to advise the Manager or designate, as far in advance as possible of readiness to return to work. The Nurse shall provide documentation of readiness to return to work to the RN Coordinator, Employee Health Services.
- 16.06 The Employer will indicate either by written certification or on the nurse's T-4 the amount of Workplace Safety and Insurance payment the nurse has assigned to the Employer in accordance with Article 16.03 (a) above.
- 16.07 Should the nurse's claim be disallowed by the Workplace Safety and 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.
- 16.08 (a) When a nurse is absent on a Workplace Safety and Insurance claim, all provisions of this Agreement will continue to apply, except as stated under Article 16.09 below, until the nurse is declared permanently unfit to perform her regular duties.
- (b) An employee who has been on staff for more than one year, and is declared unfit to perform the essential duties of her regular job shall lose her seniority and employment one year after the Notice of Fitness of Essential Duties from the Workplace Safety and Insurance Board has been received, and all attempts to accommodate the nurse or to provide alternate work have failed. Seniority and employment shall 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 temporary employee upon the expiration of such term.
- (c) A nurse 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.
- 16.09 A nurse who is absent on a Workplace Safety and Insurance claim will not accrue annual vacation and 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. Should an anniversary increment fall during such leave, the nurse shall receive her anniversary increment upon her return to employment.

ARTICLE 17 - SICK LEAVE AND LONG TERM DISABILITY

- 17.01 All regular nurses shall continue receiving wages (at 100%, 75% or 66.6%) 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 sick benefits available:

- (a) must advise the Manager or delegate of sickness or accident on the first day of disability prior to starting time of shift, except in extenuating circumstances;
- (b) give full and correct information regarding work related restrictions 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.
- (d) The Employer shall bear the cost of the second and all other subsequent medical certificates requested by the Employer for each absence. Such medical certificates shall not be unreasonably requested.

17.03

Accrual of Sick Leave

- (a) The amount of credit a nurse has at a particular date is based on the nurse's length of continuous service in completed years to that date, less any sick leave that the nurse has received in the previous five (5) year period.
- (b) Based on continuous service, sick leave credits will accrue to each nurse as listed below. For the purpose of this paragraph, it is understood that five (5) days at one hundred percent (100%) shall not exceed 37.5 regular hours of pay. Nurses on sick leave shall not earn overtime unless overtime was actually worked by a nurse. Sick leave banks shall be calculated and kept in hours. One day of sick leave shall equal 7.5 hours.

<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 (562.5 hours) 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 (562.5 hours) at sixty-six and two thirds percent (66-2/3%) pay.
- (d) When a nurse returns to active employment (to a regular, or permanently accommodated regular position at regular hours of work and assumes full responsibilities of that position) following a period of sick leave as provided, credits up to a maximum of seventy-five (75) days (562.5 hours) 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/hours credited or made available under c) and d) above will not be accrued in the nurse's sick bank for future use.

17.04

Serious Illness or Injury During Nurse's Vacation Period

If a nurse becomes seriously 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 results in hospitalization or confinement for a period of 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

(a) 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 up to a maximum of three (3) calendar months.

(b) During such period the employee will be required to prepay the total cost (Employees and Employers share) of any insured benefit plans in which she is participating in as set out in Article 23.

Contributions of the Employer and the nurse to the Canadian Blood Services Pension Plan will be discontinued until the nurse returns to duty.

17.07 Regular part-time nurses shall be granted pro-rated sick leave based on hours worked, in accordance with 17.03.

A regular part-time nurse on paid sick leave shall be paid based on the posted scheduled straight time hours of work. If the employee's paid sick leave continues beyond the posted schedule hours of work, payment shall be based on the weekly average number of straight time hours paid to the employee in the 20 calendar week period preceding the leave.

For the purpose of determining sick leave entitlement for regular part-time employees 1500 hours worked equals one (1) year of service.

17.08 (a) A nurse on Long Term Disability will cease to accrue sick leave.

(b) A nurse on Long Term Disability will cease to accrue vacation. Notwithstanding the foregoing, a nurse who works while in receipt of Long Term Disability benefits shall accrue vacation for those hours worked.

(c) A nurse on Long Term Disability shall continue to accrue service with the Employer, provided such nurse continues to be employed by the Employer.

ARTICLE 18 - HOURS OF WORK

18.01 Hours of Work

(a) Regular full-time nurses shall work an average of seventy-five (75) hours over a designated fourteen (14) calendar day period and the average scheduled shift shall consist of seven and one half (7.5) hours, exclusive of meal breaks as provided for under Article 18.02.

- (b) If a regular 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 bi-weekly salary.

18.02 Meal and Rest Periods

- (a) Nurses shall be provided with one (1) paid rest period of fifteen (15) minutes for every four (4) hours of work and a thirty (30) minute unpaid meal break where the work day is in excess of five (5) hours. However, for every seven and one-half (7.5) hours worked in a scheduled shift, each nurse shall receive two (2) paid rest periods of fifteen (15) minutes each.
- (b) Should a nurse not receive her rest period or meal period as set out above, or should she be called back to work, and if such rest or meal period cannot be scheduled later during the shift, then such time worked shall be paid at the rate of time and one half (1.5). This compensation shall be paid over and above the nurse's averaging period.

18.03 Rest Periods between Workdays

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

18.04 The Employer shall not schedule split shifts.

ARTICLE 19 - SCHEDULING REGULATIONS

- 19.01 (a) Work schedules of at least eight (8) weeks shall be posted two (2) weeks in advance of the first day being worked.
- (b) In extenuating circumstances when delays in posting occur. The Union shall be notified as soon as the Employer is aware. If a change in the posted schedule is required, the Employer will notify the nurse(s) affected as soon as the Employer is aware.
- (c) Except in extenuating circumstances, should the Employer change the regular start and/or end times of shifts, the Employer shall meet with the Union thirty (30) days prior to such change to discuss such change and the reasons for it.

19.02 Regular Full-Time Scheduling

All regular full-time nurses will be scheduled on a master rotation. The intent of the master rotation is to provide a schedule that affords some predictability and some consistency in the distribution of hours. A master rotation will not be changed without advance notification to the affected nurse, however, the application of Article 19.03 (d) below will not be considered a change to the

master rotation. Subject to operational requirements, available day shifts shall be distributed as equitably as possible amongst regular full-time nurses to a maximum of fifty percent (50%) of their scheduled shifts.

Occasional scheduling of regular full-time nurses to six (6) day shifts in a bi-weekly period shall not be considered a violation of this Article.

19.03 Regular Part-Time and Temporary Part-Time Scheduling

Regular part-time A employees shall be scheduled on a master rotation which provides for a minimum of five (5) shifts in a bi-weekly period. The intent of the master rotation is to provide a schedule that affords some predictability and some consistency in the distribution of hours. A master rotation will not be changed without advance notification to the affected employees, however, the application of Article 19.04 (d) below will not be considered a change to the master rotation. Subject to operational requirements, remaining available day shifts not scheduled for regular full-time employees pursuant to Article 19.02 above shall be distributed as equitably as possible amongst regular part-time A employees.

Regular part-time B employees shall be scheduled for up to five (5) shifts in a bi-weekly period.

Temporary part-time employees may be scheduled in either manner contemplated by Article 19.03.

- 19.04
- (a) There shall be no fewer than four (4) days off in any two (2) week period. Single days off will be avoided whenever possible.
 - (b) If it is operationally necessary to schedule Nurses six (6) consecutive shifts, such Nurse will be scheduled two days off after the six (6) scheduled shifts, unless otherwise agreed between the Nurse and the Employer.
 - (c) The Employer shall endeavour to grant employees at least fifty percent (50%) of weekends off, which shall include a Saturday and Sunday, provided there are no more than two (2) Nurses on planned and approved leave at the same time. Notwithstanding the forgoing, no nurse shall be required to work more than two (2) consecutive weekends. A weekend off shall be a sixty (60) hour period free from work between 14:00 Friday and 14:00 on the following Monday and a weekend off is considered two (2) days off for the purposes of Article 19.04 (a).
 - (d) Christmas/New Years Time Off
 - i) The Employer will alternate staff having Christmas or New Year's time off each year.
 - ii) Employees shall receive three (3) consecutive calendar days off at Christmas or New Years. Those three days shall include December 24 and 25 or December 31st and January 1st.

19.05 Requests for Days Off

- (a) Requests for specific days off are to be submitted, in writing, at least

three (3) weeks in advance of posting the schedule. Such requests will not be unreasonably requested nor denied. Such requests shall be responded to within six (6) calendar days prior to posting of the schedule. These requests will be granted on the basis of seniority. Requests for specific days off submitted after the above noted request timeframe will be considered on a first come first serve basis. Such requests shall be responded to within six (6) calendar days of the request.

- (b) Requests for a day in lieu (DIL) for stats worked after the deadline mentioned in 19.05 (a) may be submitted following the day it was worked, but not later than the next business day. Such requests shall be responded to within three (3) calendar days of the request being made, and such requests shall not be unreasonably denied.

19.06

Requests for Additional Shifts Prior to Posting the Schedule

- (a) Regular part-time and temporary part-time employees may indicate their willingness, in writing once per year, to be scheduled for additional shifts. Such willingness may include a preference for shifts with specific start and/or end times.
- (b) Additional shifts shall be scheduled as equitably as possible amongst employees contemplated by 19.06 (a) above, in descending order of seniority, up to the maximum number of additional shifts indicated by such employees. Such scheduling shall be subject to operational requirements, no increased costs and availability. It is understood that no additional shifts shall be distributed to Regular part-time A employees until all Regular part-time B employees have been scheduled for five (5) shifts in a bi-weekly period.
- (c) Availability, for the purposes of Article 19.06, shall include but not be limited to training, qualifications, leave of absence, conflicts with previously scheduled shifts, conflicts with requests for days off and an employee's indication of preferred shifts pursuant to Article 19.06 (a) above.
- (d) It is understood that, pursuant to Article 19.06, an available junior employee shall be scheduled for additional shifts equal to the number of scheduled shifts for a more senior employee before such senior employee is scheduled for more additional shifts.
- (e) It is understood that the scheduling of any additional shifts contemplated by Article 19.06 shall not be considered a violation of the provisions of Article 19.04.

19.07

Assignment of Additional Shifts Prior to Posting the Schedule

- (a) Following the scheduling of shifts pursuant to Article 19.06 above, the Employer shall schedule remaining shifts as equitably as possible in inverse order of seniority, subject to operational requirements, no increased costs and availability. It is understood that this may result in an employee working more hours than other, more senior employees.

- (b) Availability, for the purposes of Article 19.07, shall include but not be limited to training, qualifications, leaves of absence, conflicts with previously scheduled shifts and conflicts with requests for days off.
- (c) The provisions of Article 19.06 (a) shall not prevent an employee from being assigned a shift pursuant to this Article.

19.08 Assignment of Additional Shifts Following the Posting of the Schedule

- (a) If an additional shift becomes available following the posting of the schedule, the shift shall be assigned to the most senior, available employee who is scheduled for the least amount of shifts for the pay period and indicates a willingness to work such shift, subject to operational requirements, no increased costs and availability.
- (b) Should operational requirements necessitate the filling of a shift following the assignment of shifts pursuant to Article 19.08 (a) above, the Employer shall assign such shift as equitably as possible in inverse order of seniority, subject to operational requirements, no increases costs and availability. It is understood that this may result in an employee working more hours than other, more senior employees.
- (c) Availability, for the purposes of Article 19.08, shall include but not be limited to training, qualifications, leaves of absence, conflicts with previously scheduled shifts and conflicts with request for days off.
- (d) The provisions of Article 19.06 (a) shall not prevent an employee from being assigned a shift pursuant to this Article.

19.09 Shift Exchange after the schedule is posted

Shift change is defined as an exchange of shifts, at no additional cost to the Employer, between two (2) nurses. Any such request shall be submitted to the Administrative Assistant, or delegate, no later than seventy two (72) hours, exclusive of Saturdays, Sundays and paid holidays, prior to the intended shift exchange. Special circumstances will be given consideration. It is understood that no regular part-time A employee shall utilize shift exchanges to work less than three (3) shifts in a bi-weekly period and that no regular part-time B employee shall utilize shift exchanges to work either less than three (3) shifts in a bi-weekly period or all her scheduled shifts in such period if such employee is scheduled for less than three (3) shifts in such period.

19.10 Shift Exchange – Paid Holidays

All employees shall be entitled to exchange shifts which occur on a paid holiday provided they give seventy-two (72) hours notice, exclusive of Saturdays, Sundays and paid holidays, submitted to the Administrative Assistant, or delegate, of such exchange.

Notwithstanding the provisions of Article 21.02, time off-in-lieu as a result of a regular full-time employee working a paid holiday pursuant to Article 19.10 shall be paid to such employee in the same pay period during which such paid holiday is worked.

19.11 Leave Requests After the Posting of the Schedule

A manager or her designate will arrange to cover approved Leave of Absence (LOAs), Vacation (VAC) and Time in Lieu (TIL). The manager may deny such requests based on the operational needs of the organization, and in so doing, will provide the nurse with reasons for the denial. Special circumstances will be given consideration.

If more than one nurse requests time off for particular hours, and the hours are available, time off will be granted in the following order:

- i) VAC/TIL on a first come first served basis. Should multiple requests be received on the same day, the time off will be granted based on seniority.
- ii) LOA on a first come first serve basis. Should multiple requests be received on the same day, the time off will be granted based on seniority.

19.12 Shift Cancellation

If it becomes necessary to cancel a shift, with less than twenty-four hours notice, employee(s) shall be paid four hours at their regular rate of pay.

19.13 Overtime Hours

Where the Employer requires a shift to be extended, overtime hours thereby created shall be offered in descending order of seniority amongst employees working such shift.

Additional hours (in excess of 75 hours) that attract overtime in accordance with Article 20, will be offered by seniority.

19.14 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 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.

ARTICLE 20 - OVERTIME CALL-BACK AND PREMIUMS

20.01 (a) Overtime Rate

- i) Should a regular or temporary full-time nurse 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 (1.5) times her basic hourly rate.

- ii) Regular or temporary part-time nurse(s) shall receive pay at one and one-half times (1.5x) her basic hourly rate for all hours worked in excess of the posted confirmed scheduled hours on any day and has also worked in excess of 7.5 hours, or worked in excess of 75 hours in a bi-weekly pay period. There shall be no pyramiding of overtime for the same hours worked.

(b) Overtime Rate for Work in Excess of 7.5 Hours on a Paid Holiday

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 (7.5) hours on a paid holiday or on any other day where the nurse is already being remunerated at time and one half (1.5) 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 nurse, if operational requirements permit. Such requests will not be unreasonably denied.

20.02 Weekend Premium

A nurse shall be paid a weekend premium of two dollars and fifteen cents (\$2.15) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

20.03 Work on Scheduled Day Off

Regular 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 Standby/On Call Duty

- (a) Standby duty means the period during which a nurse is required to remain available to respond to telephone calls, outside her scheduled working hours. Standby/On-call period will be offered equitably based on seniority.
- (b) Any nurse who is working on-call duty shall receive standby pay at the rate of three dollars and fifteen cents (\$3.15) per hour, and three dollars and sixty-five cents (\$3.65) per hour on paid holidays and Sundays, for the period of scheduled on-call. For the first call responded to, such Nurse will be compensated for two (2) hours at time and one half their regular rate of pay. For the remainder of the on-call period when a Nurse responds to a subsequent call outside of the first two (2) hour period an additional two (2) hours shall be paid at time and one half their regular

rate of pay and so on. On-call pay shall cease for a two hour period commencing at the time when the nurse responds to a telephone call.

- (c) Standby/On Call shall be mandatory, however, nurses shall be permitted to exchange or give away all of, or part of, on-call periods. Any such request shall be submitted to the Administrative Assistant, or delegate, prior to the intended period exchange.

Standby/On Call giveaways shall be assigned to the most senior nurse with the least amount of Standby/On Call periods for the fiscal year amongst those nurses who indicate a desire to work such giveaway. In the event that no nurse indicates a willingness to work such giveaway, such giveaway shall be denied.

20.05 Evening Premium

An evening premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid to any nurse for each completed hour worked between 1900 hours on any day to 0600 hours on the next day.

20.06 Reporting Pay

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

When a nurse reports to work for professional development or staff meetings the four-hour minimum reporting pay shall not apply.

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

20.08 Responsibility Pay – Team Leader

Whenever a nurse is assigned the responsibility to oversee the work of other nurses, she shall be paid a premium of one dollar (\$1.00) per hour or portion thereof for such assignment in addition to her regular salary.

- 20.09 The parties agree that the premiums set out under this agreement shall not form part of the employees basic hourly rate of pay.

ARTICLE 21 - PAID HOLIDAYS

21.01 List of Paid Holidays

- (a) Regular full-time and temporary full-time nurses shall be credited 7.5 hours with pay on or for the following paid holidays:

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

The day before Christmas Day or the day before New Year's Day

- (b) Regular full-time Nurses who have completed their probationary period, will be granted one (1) float holiday per year. Float holiday shall be scheduled at a mutually agreeable time.
- (c) Part-time and temporary part-time nurses shall be paid, in lieu of paid holiday, on each pay, in addition to their basic rate of pay, four and eighty-eight one hundred per cent (4.88%) of their regular rate of pay excluding overtime hours, premiums and paid holidays.

21.02 Work on Paid Holiday

- (a) Regular full-time employees who are required to work on any aforementioned paid holiday shall receive, in addition to a full days holiday pay (7.5), a .5X premium for all hours worked up to 7.5 hours. In addition such employee will receive time off at straight time pay equivalent to the hours worked, up to a maximum of seven and one half hours (7.5).

Time off in-lieu of holiday worked shall be scheduled at a mutually agreed time between the supervisor/Manager and the employee. Such time in-lieu in excess of seven and one half (7 ½) hours shall be paid to the employee at the end of the fiscal year where such time in-lieu cannot be scheduled.

- (b) Any regular part-time who is required to work on a named holiday shall be paid one and one-half (1.5) times her straight time hourly rate for all hours worked on such named holiday up to seven and one half (7.5) hours. A regular part-time nurse shall not receive time off in lieu of the holiday worked.

21.03 Paid Holiday Falling within Vacation Period

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

21.04 In Case Other Holidays Proclaimed

Should any other day be officially proclaimed in Ontario by the Federal and/or Provincial Governments, it shall thereafter be recognized by the Employer and granted as a paid holiday to regular full-time and temporary full-time nurses covered by this Agreement.

ARTICLE 22 – VACATIONS**22.01** Vacation Accrual

All Regular full-time nurses shall be granted paid vacation in accordance with current policy for service calculations and as follows:

- (a) Nurses with less than one (1) year of service shall be entitled to a pro rata vacation calculated on one and one-quarter (1 1/4) days for each completed calendar month of employment.
- (b) Up to four (4) years of service, three (3) weeks which shall total 112.5 hours (one and one-quarter (1 1/4) days per month of service).
- (c) Following four (4) years of service, four (4) weeks which shall total 150 hours (one and two-thirds (1 2/3) days per month of service).
- (d) Following ten (10) years of service, five (5) weeks which shall total 187.5 hours (two and one twelfth (2 1/12) days per month of service).
- (e) Following twenty-five (25) years of service, six (6) weeks which shall total 225 hours (two and one-half (2 1/2) 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) Regular part-time nurses shall be granted paid vacation pro-rated based on hours worked, in accordance with 22.01. For the purpose of determining vacation entitlement for regular part-time employees 1500 hours worked equals one (1) year of service.
- (b) Temporary nurses shall be paid on each pay cheque six percent (6%) of their gross salary earned in lieu of vacation and subject to operational requirements, shall be granted unpaid time off pro-rated based on hours worked, in accordance with 22.01 on a first-come first served basis.

"Gross salary" as herein used includes straight time pay, overtime pay, pay in lieu of holidays as provided for in Article 21.01 (c), and pay in lieu of benefits as provided for in Article 23.02 (b).

22.03

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

- (a) Vacation requests for full-time and part-time nurses for the next fiscal year shall be made between February 1st and March 15th. Approved vacation schedules will be posted by April 1st. Notwithstanding the foregoing, vacation requests for the period between April 1st to May 31st may be made at any time during, but not later than November 30th of the previous calendar year. Vacation requests shall be granted on the basis of seniority.
- (b) Seniority rights, can only be exercised when vacation requests are made in accordance with Article 22.03 (a). Once approved vacation schedules cannot be changed without the consent of the Nurse.

Vacation requests submitted after the posting of the schedule will be granted on a first come first serve basis.

Seniority will be separate for regular full-time nurses and regular part-time nurses for purposes of the vacation schedule.

- (c) If requested, up to two (2) weeks of vacation in a total calendar year will be granted to a nurse during prime time. The two weeks may be taken consecutively.

Prime time is defined as:

- i) July and August;
- ii) Christmas Eve to New Year's Day;
- iii) and the week of March Break.

For the prime time periods identified in ii) and iii) a nurse will be entitled to exercise their seniority rights during one period but not both.

- (d) Requests for weeks of vacation submitted during the vacation year aside from those already approved on the posted schedule, will be responded to within one (1) week and shall be approved on a first come first serve basis.
- (e) During prime time vacation periods there shall be a vacation quota of two (2) full-time nurses and two (2) part-time nurses off at the same time unless departmental operations allow for more.

22.04 In the event of conflict between requests made by employees, seniority shall prevail to resolve the conflict.

22.05 Transfers from Full-Time to Part-time Position

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

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.

A nurse who has used advanced vacation credits for which she did not qualify, shall have the option to repay the Employer in full or to make arrangements for the recovery of the vacation overpayment.

22.07 Vacation time earned during the current vacation year, to a total of two (2) days may be deferred to be used no later than June 14th of the next vacation year.

In exceptional circumstances vacation time earned during the current vacation year may be deferred to the next vacation year, staffing requirements permitting provided that:

- (a) The vacation to be deferred must not be more than ten (10) vacation days of the vacation year entitlement;
 - i) Request for vacation deferment must be submitted in writing by the employee to her department supervisor no later than November 30 of the vacation year in which the vacation is being earned. Response to request for deferment shall be made no later than December 31.
 - ii) Such deferred vacation cannot be scheduled during prime time and must be taken before December 31 of the vacation year following that in which it was earned; and will not be paid out.
 - iii) Any unused deferred vacation at December 31st shall be scheduled at the discretion of the Employer and will not be paid out.
 - iv) Such request for vacation deferment shall be allowed only once every two vacation years except in extenuating circumstances.

ARTICLE 23 - INSURED BENEFITS

The Employer agrees that during the lifetime of this agreement it shall provide benefits coverage for regular nurses in the following health and benefit plans, subject to the existing eligibility requirements, rules and regulations of these plans and on the cost sharing basis as noted below and further detailed in the attached memorandum of understanding on the Universal Benefits Plan:

23.01 Insured Benefits Full-time

- (a) Ontario Health Insurance Plan – one hundred percent (100%) Employer paid.
- (b) Extended Health Care Benefits - one hundred percent (100%) Employer paid.
- (c) Group Life Insurance Basic, Optional Employee Life Insurance, Optional Dependant Life Insurance, Voluntary A.D. & D - one hundred percent (100%) Employee paid.
- (d) Basic Accidental Death and Dismemberment Insurance and Business Travel Accident Insurance - one hundred percent (100%) Employer paid.
- (e) Dental Plan – sixty-six and two thirds percent (66.2/3%) Employer paid and thirty-three and 1/3 percent (33 1/3%) employee paid.
- (f) Long term Disability Plan - sixty-six and two thirds percent (66.2/3%) Employer paid and thirty-three and 1/3 percent (33 1/3%) employee paid.

- (g) Employees who are enrolled in the CBS benefits plan will be entitled to vision care in the amount of two hundred dollars (\$200) per twenty four (24) month period at no cost to the employee.
- (h) Employees who are enrolled in the CBS benefits plan will be entitled to major restorative dental coverage as follows: employees will be reimbursed fifty per cent (50%), up to an annual maximum of \$1,500.00 per covered member at no cost to the employee.
- (i) The Employer may at any time substitute another carrier or carriers to underwrite the insured benefits provided that benefits in such plans are not in any way reduced. Notification of such changes and any Employer enhancements will be communicated directly to the Union.
- (j) The Employer agrees to provide each employee with an explanatory booklet(s) on all the above insured benefit plans.

23.02 Insured Benefits – Part-Time

- (a) Regular part-time employees who work more than eighteen and three quarter (18.75) hours a week shall participate in the benefit plans available to full-time employees.
- (b) Regular part-time employees who work less than eighteen and three quarter (18.75) hours a week shall be entitled to eight percent (8%) in lieu of benefits and pensions.

23.03 Defined Benefit Pension Plan

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 Schedule "B" attached.

ARTICLE 24 - MODIFIED WORK

24.01 The Employer will provide the President of the local with the names of nurses on whose behalf an application has been submitted to the Workplace Safety and Insurance Board or for L.T.D.

24.02 The Employer will provide documentation and W.S.I.B. forms to nurses as required under the Board's procedures and pertinent statutes.

24.03 Modified work / Return to Work Programs

The Employer and the Union agree to cooperate in facilitating the return to work

of disabled nurses.

- (a) When it has been medically determined by the Nurse's health care provider that she is unable to return to the full duties, the Employer will meet with a nurse to discuss the circumstances surrounding the Nurses return to suitable work based on the Nurse's Health Care Provider's recommendations for modified work. Should the nurse request, she may be accompanied at any such meeting by a representative of the Bargaining Unit.
- (b) All medical forms pertaining to a nurse will be sent by the Nurse to the Employee Health Services, RN Coordinator and retained within a nurse's health file.
- (c) All medical forms pertaining to nurses will be sent and retained within a nurse's health file, to the Employee Health Services' RN Coordinator, and collected and retained in accordance with the *Personal Health Information Protection Act, 2004*.

ARTICLE 25 - TRANSPORTATION

- 25.01 When a nurse is required to travel home from work after 2230hrs, the Employer will pay transportation costs by taxi. It is understood that pooling arrangements may be made when taxi cabs are engaged to transport nurses to their residence up to a maximum of three (3) occupants per taxi (taxi driver excluded).
- 25.02 Employees who are unable to attend work or who elect to leave work early as a result of inclement weather conditions as confirmed by the withdrawal of the area's City bus services or when travel restrictions are imposed by the police will not suffer any loss of pay or entitlements. Should circumstances change such that City buses are returned to service or travel restrictions are lifted by the police, employees will be expected to report to work for the remainder of their shift. In any such event, employees would be responsible to monitor the weather situation.

ARTICLE 26 - BULLETIN BOARD

- 26.01 The Employer shall provide one (1) bulletin board to be placed in the nursing department in a reasonably accessible location, upon which space shall be provided for the exclusive use of the Union. All notices posted shall be signed by the Bargaining Unit President or delegate.

ARTICLE 27 - PERSONNEL FILES

- 27.01 (a) Each nurse shall have access to her personnel file for the purpose of reviewing the contents in the presence of the Manager, Human Resources or delegate. Such requests shall be submitted to the Manager, Human Resources in writing in advance in a reasonable period of time.
- (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) Any letter of reprimand or suspension shall be removed from the nurse's personnel file twelve (12) 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 a twelve (12) calendar month period. All records of discipline or suspension shall be removed from any and all files.

ARTICLE 28 - MISCELLANEOUS

- 28.01 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.
- 28.02 The Employer may grant permission to the Union to hold meetings on the Employer's premises.
- 28.03 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 and Insurance Act*, or any other statute.
- 28.04 The Employer will advise nurses covered by this agreement of any changes in rules or policies affecting such nurses prior to implementing any changes.

ARTICLE 29 - COMPENSATION

- 29.01 All nurses shall be compensated for their services in accordance with Schedule "A".

ARTICLE 30 - CREDIT FOR EXPERIENCE

- 30.01 Credit for nursing experience will be credited on the following basis:
- The Employer will credit a newly hired regular full-time or regular part-time nurse with one (1) annual service increment for each completed year of related experience up to the maximum level as outlined in Schedule "A", based on substantiated hours worked.
- 30.02 In order to receive credit for experience it is the nurse's responsibility to provide the Employer with verification satisfactory to the Employer, of previous related experience during her probationary period. Should a nurse fail to provide such satisfactory verification during her probation she shall forfeit the provisions of this Article.
- 30.03 Once established consistent with the above provisions, credit for recent related experience will be retroactive to the new nurses date of hire.

ARTICLE 31 - RENEWAL AND RETROACTIVITY

- 31.01 This Agreement shall be effective from April 1, 2018 and shall continue in full force and effect up to and including March 31, 2020.
- 31.02 Should either party desire to modify or amend this Agreement, it shall give the other party notice, in writing, not earlier than ninety (90) calendar days prior to the expiry date of this Agreement.
- 31.03 Unless either party gives the other party a written notice of termination or of a desire to amend the Agreement, then it shall continue in effect for a further year without changing and so on from year to year.
- 31.04 All changes shall take effect on the date of ratification of this agreement unless otherwise stated herein. The Union shall supply the Employer with written notice of ratification.
- 31.05 Salary rates shall take effect as set out in Schedule "A" of this Agreement on all earnings. All changes to this Collective Agreement will be implemented as soon as possible.
- 31.06 Any economic adjustments, exclusive of any pay equity adjustments that will be negotiated between OHA and ONA for the period April 1, 2018 and March 31, 2020 will be applied to salary schedules set out under Schedule "A".

SIGNING PAGE

DATED AT Sudbury, ONTARIO, THIS 26th DAY OF May, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

"Mary Anne Moreau"

"Patricia Caldwell"

Labour Relations Officer

"Mary Jane Zahorouski"

"Kristy Johnston"

Registered Nurses		
Step	April 1, 2018	April 1, 2019
Start	\$32.66	\$33.23
1 Year	\$32.81	\$33.39
2 Years	\$33.36	\$33.94
3 Years	\$35.00	\$35.62
4 Years	\$36.66	\$37.30
5 Years	\$38.72	\$39.40
6 Years	\$40.80	\$41.52
7 Years	\$42.89	\$43.64
8 Years	\$45.94	\$46.75
25 Years	\$46.76	\$47.57

Classification – Staff Development Associate / Trainer		
Step	April 1, 2018	April 1, 2019
Start	\$33.96	\$34.55
1 Year	\$34.12	\$34.72
2 Years	\$34.70	\$35.31
3 Years	\$36.39	\$37.03
4 Years	\$38.13	\$38.79
5 Years	\$40.27	\$40.97
6 Years	\$42.44	\$43.18
7 Years	\$44.61	\$45.39
8 Years	\$47.77	\$48.61
25 Years	\$48.61	\$49.46

**SCHEDULE "B" – CBS DEFINED BENEFIT PENSION PLAN
(the "Plan")**

CBS Defined Benefit Pension Plan

Sample Contribution Schedule

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

Notes:

1. Above contribution rates are prior to utilization of any surplus to reduce contributions.
2. Should total annual cost be set at a level greater than 14%, member and Employer contribution rates will be such that the Employer contribution rate is 2% greater than the members' contribution rate.
3. Should total annual cost be set at a level lower than 7%, member and Employer contribution rates will be such that the Employer contribution rate is equal to the members' contribution rate.
4. Members' contribution rate and Employer contribution rate should be interpolated from the above table where the total annual cost falls between amounts shown.

MEMORANDUM OF AGREEMENT

Between:

CANADIAN BLOOD SERVICES NATIONAL CONTACT CENTRE
(hereinafter referred to as the "Employer")

And:

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

Re: Disclosure and Transmission of Social Insurance Number

The parties herein agree, that should legislation change, 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, and the Union shall not grieve such action.

DATED AT Sudbury, ONTARIO, THIS 26th DAY OF May, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

"Mary Anne Moreau"

"Patricia Caldwell"
Labour Relations Officer

"Mary Jane Zahorouski"

"Kristy Johnston"

LETTER OF UNDERSTANDING

Between:

CANADIAN BLOOD SERVICES NATIONAL CONTACT CENTRE
(hereinafter referred to as the "Employer")

And:

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

Re: Universal Benefits Plan

Whereas the parties are interested in maintaining a Universal Benefits Plan which would apply to all eligible employees at Canadian Blood Services, the Parties hereby agree that:

1. The Universal Benefits Plan, as described in the attached plan summary, shall be subject to Article 23.01 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 Memorandum 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 31.02 of the Collective Agreement. The parties would then be free to negotiate levels of benefit coverage; after which time this Memorandum 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 Memorandum 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 of this Memorandum of Understanding.

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

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

DATED AT Sudbury, ONTARIO, THIS 26th DAY OF May, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

“Mary Anne Moreau”

“Patricia Caldwell”
Labour Relations Officer

“Mary Jane Zahorouski”

“Kristy Johnston”

Canadian Blood Services National Contact Centre

Universal Benefits Plan

Plan Feature	
Retirement Division	<ul style="list-style-type: none"> ▪ as per the current retirement division
Major Medical	
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) ▪ 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
<ul style="list-style-type: none"> ▪ Nursing Care 	<ul style="list-style-type: none"> ▪ max \$25,000 per person every 3 years
<ul style="list-style-type: none"> ▪ Paramedical <ul style="list-style-type: none"> – Psychologist – Chiropractor – Osteopath – Naturopath – Podiatrist – Speech Therapist – Massage Therapist – Acupuncture (performed by physician) – Physio-therapist 	<ul style="list-style-type: none"> ▪ 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 ▪ n/a ▪ 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

Plan Feature	
	<ul style="list-style-type: none"> ▪ 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)
▪ Emergency Out-of-Country	<ul style="list-style-type: none"> ▪ emergency medical services ▪ referral treatment ▪ max of \$1 million lifetime per person
▪ Travel Assistance	<ul style="list-style-type: none"> ▪ Manu Assist plan
* Less any amount paid by the government plan	

Dental	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ same as Major Medical
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Dental Fee Guide	<ul style="list-style-type: none"> ▪ current in province of residence
Deductibles	
Single	<ul style="list-style-type: none"> ▪ nil
Family	<ul style="list-style-type: none"> ▪ nil
Coinsurance	
▪ Part I Preventive	<ul style="list-style-type: none"> ▪ 100%
▪ Minor Restorative	<ul style="list-style-type: none"> ▪ 100%
▪ Part II Major Restorative	<ul style="list-style-type: none"> ▪ 50%
▪ Part III Orthodontic	<ul style="list-style-type: none"> ▪ 50%
Orthodontic Dependent Children Age Basis	<ul style="list-style-type: none"> ▪ under 19 years old
Benefit Maximum	<ul style="list-style-type: none"> ▪ Part I – unlimited ▪ Part II - \$1,500/year ▪ Part III - \$2500 lifetime
Recall Exam	<ul style="list-style-type: none"> ▪ 6 months
X-Rays	<ul style="list-style-type: none"> ▪ bitewing – once every 6 months ▪ full mouth – once every 24 months
Long Term Disability	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: compulsory ▪ dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ 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	<ul style="list-style-type: none"> ▪ \$12,000 a month
Qualifying Period	<ul style="list-style-type: none"> ▪ 15 weeks or expiration of sick leave credits whichever is greater
All Source Maximum	<ul style="list-style-type: none"> ▪ 80% of gross pre-disability earnings
Definition of Disability	<ul style="list-style-type: none"> ▪ 2 years own occupation
Indexation of Benefits	<ul style="list-style-type: none"> ▪ no
Pre-existing Condition Clause	<ul style="list-style-type: none"> ▪ yes
Basic Life Insurance	

Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: compulsory ▪ dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Reduction Formula	<ul style="list-style-type: none"> ▪ employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
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	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: not compulsory ▪ dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ 1x or 2x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Maximum Benefit	<ul style="list-style-type: none"> ▪ without evidence: \$600,000 ▪ with evidence: \$1,000,000 ▪ combined maximums with Basic Life
Dependent Life	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: not applicable ▪ dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ Spouse <ul style="list-style-type: none"> ▪ \$5,000 ▪ Each Child <ul style="list-style-type: none"> ▪ \$2,000
Basic Accidental Death & Dismemberment (AD&D)	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: compulsory ▪ dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Reduction Formula	<ul style="list-style-type: none"> ▪ employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> 85% at age 65 70% at age 66 55% at age 67 40% at age 68

	25% at age 69
Voluntary AD&D	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: not compulsory ▪ dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula <ul style="list-style-type: none"> ▪ Personal 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 children: 40% of employee coverage for spouse & 10% for each child ▪ children only: 15% of employee coverage for each child

LETTER OF UNDERSTANDING

Between:

CANADIAN BLOOD SERVICES, NATIONAL CONTACT CENTRE
(hereinafter referred to as the "Employer")

And:

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

Re: Vacation Cancellation

When a nurse requests approved vacation to be cancelled:

1. The Collective Agreement shall apply in all respects.
2. The parties agree that a nurse may request to cancel her approved vacation and the Employer will grant such a request, provided that:
 - i) it is due to extenuating circumstances;
 - ii) it is submitted in writing at least seven (7) calendar days in advance of the scheduled vacation; and
 - iii) the Nurse agrees to work the shifts she would have normally been scheduled to work during the affected period.
3. Should a nurse(s) have any of their shifts cancelled as a result of the above, she will have the first opportunity to pick up the number of shifts that have been cancelled within the same pay period.
4. Cancelled vacation in accordance with this Letter of Understanding will be credited to the nurse and she will be able to take any outstanding vacation in accordance with the Collective Agreement.
5. This agreement shall form and be appended to the Collective Agreement.

DATED AT Sudbury, ONTARIO, THIS 26th DAY OF May, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

"Mary Anne Moreau"

"Patricia Caldwell"
Labour Relations Officer

"Mary Jane Zahorouski"

"Kristy Johnston"

LETTER OF UNDERSTANDING

Between:

CANADIAN BLOOD SERVICES, NATIONAL CONTACT CENTRE
(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, by the Employer may institute a system of automatic bank withdrawal for payment of the Employee's share of 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 form the Employee's bank account.

DATED AT Sudbury, ONTARIO, THIS 26th DAY OF May, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

"Mary Anne Moreau"

"Patricia Caldwell"
Labour Relations Officer

"Mary Jane Zahorouski"

"Kristy Johnston"

LETTER OF UNDERSTANDING

Between:

CANADIAN BLOOD SERVICES, NATIONAL CONTACT CENTRE
(hereinafter referred to as the "Employer")

And:

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

Re: Articles 10.07 (b), 17.07 and 22.02 (a)

The parties hereby agree that, pursuant to discussions during collective bargaining for the Collective Agreement (expiry March 31, 2014), that for the purposes of calculating the entitlements contemplated by the above-referenced Articles, "hours worked" shall constitute only hours worked up to and including in such calculations.

For clarity, only the straight time portion of overtime hours worked up to and including seventy-five (75) hours in a bi-weekly period shall be included in such calculations.

DATED AT Sudbury, ONTARIO, THIS 26th DAY OF May, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

"Mary Anne Moreau"

"Patricia Caldwell"
Labour Relations Officer

"Mary Jane Zahorouski"

"Kristy Johnston"

LETTER OF UNDERSTANDING

Between:

CANADIAN BLOOD SERVICES, NATIONAL CONTACT CENTRE
(hereinafter referred to as the "Employer")

And:

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

Re: Part-Time Scheduling

The parties hereby

1. Notwithstanding Article 19.03 and 19.06, Part-Time B nurses who have not submitted a letter under 19.06 (a) will be initially scheduled up to three (3) shifts per pay period.
2. Part-Time B nurses who have submitted a letter under Article 19.06 (a) will be initially scheduled up to five (5) shifts per pay period.
3. Once all remaining staff have their complement of shifts requested under Article 19.06 (a) then the balance of the shifts shall be assigned subject to Article 19.07.

DATED AT Sudbury, ONTARIO, THIS 26th DAY OF May, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

"Mary Anne Moreau"

"Patricia Caldwell"
Labour Relations Officer

"Mary Jane Zahorouski"

"Kristy Johnston"

LETTER OF UNDERSTANDING

Between:

CANADIAN BLOOD SERVICES, NATIONAL CONTACT CENTRE
(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).

DATED AT Sudbury, ONTARIO, THIS 26th DAY OF May, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

"Mary Anne Moreau"

"Patricia Caldwell"
Labour Relations Officer

"Mary Jane Zahorouski"

"Kristy Johnston"
