

## **COLLECTIVE AGREEMENT**

Between:

**CANADIAN BLOOD SERVICES, ONTARIO PLASMA OPERATIONS**  
(hereinafter referred to as “the Employer”)

PARTY OF THE FIRST PART

And:

**THE ONTARIO NURSES’ ASSOCIATION**  
(hereinafter referred to as the “the Association”)

**FULL-TIME/PART-TIME**

PARTY OF THE SECOND PART

Expiry: March 31, 2024

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## **ARTICLE 1 - PURPOSE**

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

## **ARTICLE 2 - DEFINITIONS**

- 2.01 A registered nurse is defined as a person who holds certification with the College of Nurses of Ontario and in accordance with the Regulated Health Professionals Act (R.H.P.A.) 1991 and as amended.
- 2.02 A regular full-time nurse is one who is employed for an indefinite duration of time 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 for an indefinite period of time but whose scheduled hours of work are normally less per week than those prescribed in Article 2.02.
- (b) A casual nurse is one who is hired to work occasionally or intermittently.
- (c) A temporary nurse is one who is hired for a definite period of time to work either 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 In the interpretation of this Collective Agreement, the gender-neutral pronouns "their", "them", "they" used herein shall mean and include all persons, and the singular shall include the plural and vice versa as applicable. Where the singular is used, it may be deemed to mean the plural.
- 2.05 Regular part-time, temporary and casual employees 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 at its Ontario Plasma Operations Centre, save and except Assistant Nursing Managers and persons above the rank of Assistant Nursing 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 Bargaining Unit Protection

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 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 their membership in, or non-membership in, the Union, or activity, or lack of activity, on behalf of the Union, or by reason of exercising their rights under the Collective Agreement.

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

4.03 (a) Every person who is an employee has the right to freedom from harassment in the workplace.

(b) A nurse who believes that they have been harassed may file a complaint under the Harassment Policy of the Employer.

4.04 The Centre and the Union recognize their joint duty to accommodate handicapped 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 the scheduling and the conducting of clinics and deliveries and determination of their locations, in accordance with the function of the Employer as a biologics manufacturer;
  - (d) make, enforce, and alter from time to time, 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.

## **ARTICLE 7 - UNION SECURITY**

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

### **7.02 Dues Deduction**

The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings, within that month. The Union shall notify the employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted. When arrears or adjustments are submitted retroactively, the dues month and an explanation will accompany any such dues.

- 7.03 The Employer shall provide the Union with a list showing the first and last names and Social Insurance Numbers of all employees from whom deductions have been made. The report will identify the name of the facility and the month from which the dues are remitted. The Employer will also identify job classification (where the bargaining unit includes classifications, employees paid less than RNs) and status (i.e. full-time, part-time) of the employees, all terminations, newly hired employees (including start date, where the existing system allows for the information without cost), and employees on Leaves of Absence. On a quarterly basis, the Employer will also provide the members' current addresses and phone numbers, shown on the Employer's personnel records. The Employer will endeavour to provide information in electronic format if the Employer has the technology.

The Union may forward any questions with respect to individual employees in writing (or e-mail) to the Administrator (or designate). The employer will respond to such requests with any information it has which is readily available, within two weeks.

- 7.04 The Employer shall provide each employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the employer's payroll system.
- 7.05 The Union shall indemnify and save the Employer harmless with respect to dues so deducted and remitted.

#### Regular Part-time, Temporary Part-time and Casual Nurses

The deduction period for a part-time nurse may be extended where the nurse does not receive any pay in a particular month.

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

- 7.06 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, for each Plasma Centre. The purpose of the Union-Management Committee is to promote and provide effective and meaningful communication of information and ideas, and to make recommendations on matters of mutual concern. Matters may be referred to the Committee by the Union or the Employer.
  - (b) The Union-Management Committee shall be composed of two (2) local representatives of the Union and two (2) representatives of the Employer, one of whom shall be the Manager, Plasma Centre, or Delegate.
  - (c) The Union-Management Committee shall meet at least every three (3) months. Either party will provide to the other, at least five (5) working days in advance of such meetings, a list of items it wishes to discuss. Notwithstanding the foregoing, a representative of either party may notify a representative of the other in writing of its desire to meet outside of the bi-annual meetings and such notice will include a list of the items it wishes to discuss. Within three (3) working days after receipt of such notice, the parties will establish a meeting date and time. It is understood that there shall be no discussion of grievances at these meetings.
- 8.03
- Concerns about workload assignments shall not be the subject of a grievance. Such issues will be submitted to the Manager, Plasma Centre, or Delegate in writing by the local Bargaining Unit President within fourteen (14) calendar days of the occurrence. A discussion by the Union Management Committee shall take place within twenty (20) calendar days of the Manager, Plasma Centre's receipt of the Union letter. Every reasonable effort will be made to resolve the issue satisfactorily. The Manager, Plasma Centre, or Delegate shall render their decision in writing to the local Bargaining Unit President or Delegate within fourteen (14) calendar days of the meeting.
- 8.04
- (a) The Employer recognizes that each Plasma Centre will have its own 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/themselves in accordance with the provisions of this Collective Agreement regarding grievances.
  - (b) Grievance representatives shall not discuss grievances with nurses during actual working hours, excluding rest periods and meal breaks.
  - (c) Nurse representatives and Grievance Committee representatives shall not leave their work station or duties to attend grievances or

Union business without first obtaining permission from the Manager of Plasma Operations or delegate. Such permission will not be unreasonably requested or denied.

- 8.05 (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 for actual hours referred to in a) above, shall not result in overtime pay and nurses will not be entitled to travel time, meal allowance or transportation allowance.
- 8.06 The Employer shall recognize a Provincial Negotiating Committee of up to five (5) nurses of which no more than one nurse shall be selected from each ONA region, for the purpose of negotiating renewal Agreements with the Employer. The Employer agrees to pay members of the Negotiating Committee for time spent during regular working hours (up to 7.5 hours) in negotiations with the Employer for a renewal agreement up to, but not including, conciliation and/or mediation services.
- 8.07 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purposes of attending meetings, provided prior arrangements are made with and approved by the Manager, Human Resources or delegate. Such requests will not be unreasonably requested or denied.
- 8.08 (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Centre, in order to prevent accidents, injury or illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee one (1) representative at each Plasma Centre, selected or appointed by the local from its bargaining unit. The Employer agrees that the representative from the Union will be trained as a certified member of the Committee in accordance with Section 12 of the *Occupational Health and Safety Act*. The Employer will assume the cost for the training and such representative will be paid for all hours required for training at their regular rate of pay.
- (c) All time spent by a member of the Joint Occupational Health and Safety Committee attending meetings of this Committee shall be deemed to be work time for which they shall be paid by the Employer at their regular rate and they shall be entitled to such time from work to attend scheduled meetings.
- (d) The Employer and employees agree to comply with their respective responsibilities and duties as provided for in the *Occupational Health and Safety Act* and Regulations. The Employer encourages



participation and contributions by all employees and their representatives in achieving the highest level of health and safety standards at this workplace.

## **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 adjusted as quickly as possible, and it is understood that a nurse has no grievance until they have first given the Manager, Clinic Services or delegate the opportunity of adjusting the complaint. Such complaint shall be discussed with the Manager, Clinic Services or delegate within ten (10) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the knowledge of the nurse. Failing settlement within ten (10) calendar days following the discussion with the Manager, Clinic Services or delegate, it shall then be taken up as a formal grievance in the following manner and sequence:

### **STEP 1**

A nurse(s) shall present a grievance in writing to the Manager, Clinic Services 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.

A meeting shall be held among the Manager, Clinic Services or delegate the grievor and the Grievance Committee within ten (10) calendar days following the day on which the grievance was received. The decision of the Manager, Clinic Services or delegate shall be delivered within ten (10) calendar days of the meeting and if the decision is unsatisfactory, it may be referred to Step 2.

### **STEP 2**

The written grievance shall be referred to the supervisor of the Manager of Plasma Operations, or delegate. A meeting will be held among the supervisor of the Manager of Plasma Operations, or delegate, the grievor(s) and the Grievance Committee, within ten (10) calendar days following submission of the grievance to the supervisor of the Manager of Plasma Operations. A representative of the Ontario Nurses' Association and other Employer representatives may be present at such meeting. The decision of the supervisor of the Manager of Plasma Operations shall be delivered

within ten (10) 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 ten (10) 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 themselves 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 them 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 them, they shall be given advice at least prior to the discussion itself that they may have a local representative present during such meeting. Should the nurse wish to file a grievance against a discharge or suspension or discipline it shall be reduced to writing and filed within ten (10) 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, Clinic Services or delegate within ten (10) 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 thirty (30) 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 ten (10) calendar days, inform the other party of the name of its nominee to the Arbitration Board. The two nominees so selected shall, within five (5) 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) The Employer will keep a combined up-to-date seniority list of all regular full-time, regular part-time, temporary and casual nurses, for each Plasma Centre, and this list shall be posted and maintained by the Employer on January 1<sup>st</sup>, May 1<sup>st</sup> and September 1<sup>st</sup> of every year. A copy of the seniority list shall be posted on the Union bulletin board no later than January 15<sup>th</sup>, May 15<sup>th</sup> and September 15<sup>th</sup> of each year. Upon request of the Local Union a copy shall be provided.
- (b) For the purpose of the preparation of the seniority list, the date of most recent hire as a regular full-time nurse shall be used.
- (c) For the purpose of the preparation of the seniority list, regular part-time, temporary and casual nurses shall accrue seniority from their most recent date of hire based on all actual hours worked, including overtime and call back hours (actual hours worked at straight time). One year of seniority shall have been accumulated for each 1500 hours.
- (d) 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 only be applicable within each Plasma Centre, when used in determining priorities for preference of vacation periods, lay-off and recall, transfers, and promotions in accordance with Article 12.01.

Any nurse who posts into another location covered by this Collective Agreement shall maintain their full service and seniority.

- (b) Temporary and casual nurses who are hired into regular part-time or regular full-time positions will be credited with seniority accumulated in their temporary or casual positions.

10.03 When a regular full-time nurse transfers to a part-time position or vice versa, they shall retain their accumulated seniority based on the following formula, with the understanding that full-time or part-time seniority, once converted to a date, shall not precede the nurses' date of hire:

- (a) In the case of a regular full-time nurse:

No. of years worked x 1500 = pt seniority hours

- (b) In the case of a regular part-time nurses:

No. of seniority hours = ft seniority years  
1500

(Use regular full-time seniority years to calculate seniority date to the nearest calendar day.)

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 regular full-time nurse is on an approved leave of absence, without pay, not exceeding thirty (30) continuous calendar days;
- (c) when a regular full-time nurse is in receipt of paid sick leave;
- (d) when a regular full-time or regular part-time nurse in receipt of WSIB compensation, subject to Article 16.05, or is in receipt of LTD benefits (until declared unfit to perform the essential duties of their regular job or is certified to return to work but fails to do so);
- (e) when on pregnancy or parental leave, to a maximum of seventy-eight (78) 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 absent on account of accident or illness and not in receipt of sick leave credits.

- (c) when on layoff up to twenty-four (24) months.

10.06 A nurse shall lose their seniority and their employment shall be deemed to have been terminated if they:

- (a) quit for any reason;
- (b) are discharged for just cause and are not reinstated through the grievance or arbitration procedure;
- (c) have been on layoff for more than twenty-four (24) months;
- (d) fail to contact the Manager, Clinic Services or delegate, upon being notified of a recall to signify their intention to return within seven (7) calendar days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Employer or fails to report to work within seven (7) calendar days after they have received the notice of recall or such further period of time as may be agreed upon by the parties;
- (e) are absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a satisfactory reason(s) to the Employer;
- (f) retire.

10.07 (a) Regular full-time and temporary 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, temporary part-time and casual nurses, shall be entitled to a salary increment following completion of each 1500 regular 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 four hundred and fifty (450) regular hours worked.

- (b) If, at the end of the probation period, the Employer recommends extension of the probation period for further appraisal of performance, an extension of up to four hundred and fifty (450) regular hours worked may be made, provided that the nurse is so notified in writing with a copy to the Local President.
  - (c) It is understood that a nurse has to serve only one probationary period with the Employer whether or not their service is regular full-time, regular part-time or a combination of both full-time and part-time.
- 11.02
  - (a) The new nurse's work performance shall be periodically assessed during their probationary period and the results shall be discussed with them by their immediate supervisor; this gives the nurse the opportunity to improve their work performance if the same has been assessed to be below the standard set for the position, during the remainder of their probationary period.
  - (b) It is understood that probationary employees may be discharged, provided the discharge was not done in a manner that was arbitrary, discriminatory, or in bad faith.

## **ARTICLE 12 –TRANSFERS AND PROMOTIONS**

- 12.01 In all cases of definite and indefinite transfers, 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 All promotions, assignments, and transfers within the bargaining unit shall be on a trial basis. The nurse will serve a trial period of four hundred and fifty (450) regular hours worked in which to demonstrate their ability to perform the duties and responsibilities of the position to the satisfaction of the Employer. Should a nurse fail to succeed during the above mentioned trial period, the Employer will reinstate the nurse in their former position without loss of seniority, and the filling of subsequent vacancies will likewise be reversed.
- 12.03 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 sixty (60) days, extendable to one hundred and twenty (120) days upon written notice

to the nurse prior to the expiry of the original sixty (60) days, during which time the nurse shall have the right to return to their 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 them 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, they will lose all seniority held at the time of assignment, unless there has been mutual agreement to extend such assignment.
- (d) It is understood and agreed that a nurse may decline such offer of assignment.

#### 12.04 Vacancies, Posting Requirements

- (a) When the Employer determines that a vacancy is to be filled, in the case of all vacancies, including new positions, within the bargaining unit, the Employer will post notices of such vacancies on the Employer's internet and intranet sites and Centre bulletin board, stating the location of the vacancies, for ten (10) working days prior to making an appointment to any such position, in order that any interested nurse may apply. A copy of such posting shall be sent to the Local President. If no qualified nurse applies, the Employer may then hire from outside the bargaining unit
- (b) Should the Employer's online posting and application system fail or otherwise become unavailable, Nurses will be permitted to submit their application in paper form.
- (c) Temporary vacancies shall be posted if their projected duration is in excess of six (6) calendar months, if the Employer determines that the vacancy is to be filled.
- (d) The release of nurses hired to fill temporary positions shall not be subject to the grievance and/or arbitration provisions of this Collective Agreement.

#### 12.05 Compensation

- (a) A nurse who is temporarily assigned to a classification higher than their own within the bargaining unit or to a higher classification

outside the bargaining unit, shall be paid a premium of 6% of their regular rate of pay during such temporary assignment in addition to their regular rate of pay.

- (b) A nurse who is temporarily assigned to a classification within the bargaining unit or to a classification outside the bargaining unit with the same or lower pay rate, shall continue to be paid at their current rate of pay.

### **ARTICLE 13 - LAYOFF AND RECALL**

13.01 The layoff of regular full-time and regular part-time nurses shall remain separate and specific to each Plasma Centre. The Employer reserves the right to layoff either regular full-time or regular part-time nurses in accordance with the provisions of this Article. This Article shall not apply to casual or temporary nurses except where herein specifically stated.

- 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 Plasma Operations Centre will undertake after the layoff,
    3. the method of implementation, including the areas of cutbacks, and the nurses affected by such actions.
- (b) Concurrent with issuing notices of long-term layoff pursuant to Article 13.02, and following notice pursuant to Article 13.02, the Employer will make offers of early retirement allowance in accordance with the following conditions:
- i) The Employer will first make offers in order of seniority in the department(s) where layoffs would otherwise occur. Further, these offers will be made to nurses in same classification and status as those who would otherwise be given notice of layoff.
  - ii) The Employer will make offers to nurses eligible for early retirement under the Employer pension plan (including regular



part-time, if applicable, whether or not they participate in the Employer pension plan).

- iii) The number of early retirements the Employer approves will not exceed the number of nurses who would otherwise be laid off.

A nurse who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

- (c)
  - i) In the event of a layoff, nurses shall be laid off in the reverse order of seniority at their home location, provided that the nurses who remain are willing and qualified to perform the remaining available work.
  - ii) Casual nurses shall not be normally utilized if a laid off nurse is willing and qualified to perform the available work.
  - iii) A nurse who is laid off may opt to accept the layoff, retire (if eligible under the rules of the Canadian Blood Services Pension Plan), displace another regular full-time or regular part-time nurse who has less seniority, at any location, and whose work the nurse is qualified to perform. Such nurse shall be credited with seniority subject to Article 10.03.
  - iv) 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.
- (d) 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.
- (e) Nurses shall be recalled in the order of their seniority provided that they are qualified, willing and able to perform the available work.
- (f) 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.

## **ARTICLE 14 - LEAVES OF ABSENCE**

### **14.01 General Provisions for Leaves of Absence Without Pay**

- (a) All applications for leave of absence without pay shall be made in writing to the Manager, Clinic Services or delegate five (5) weeks in

advance, except in extenuating circumstances, in order that staff substitutions may be arranged. Applicants shall indicate in their application their intended date of departure and date of return.

The Employer will give the nurse a written reply within ten (10) days of the receipt of the request except, in the case of extenuating circumstances, the reply will be given to the nurse as soon as possible.

- (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.
- (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 14.07 and 14.08.
- (d) The Employer shall keep in effect the nurse's insured benefit plans in which they are 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 their authorized leave of absence, the prepayment of the full premiums (nurse's and Employer's shares) of all insured benefits in which they are currently participating, during the period of absence.

#### 14.02 Bereavement/Compassionate Leave

Leave with pay shall be granted to a nurse upon their request:

- (a) Upon the death of the nurse's spouse, (common-law and same gender relationships included), child, stepchild, mother, father, brother, sister, legal guardian, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law – the nurse shall be granted five (5) consecutive working days in conjunction with the funeral without loss of regular pay.

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

- (b) On the day of the death or funeral of the nurse's sister-in-law, brother-in-law, aunt or uncle -- one (1) working day without loss of regular pay.
- (c) For the purpose of attending to serious illness in the nurse's immediate family namely: spouse (common-law and same gender relationships included), parent, brother, sister, child, step-child, legal guardian, in-laws and grandparents -- an aggregate of five (5) working days per fiscal year without loss of regular pay.
- (d) Substantiation of a serious illness shall be furnished by the nurse as requested by the Employer.
- (e) The Employer may grant additional days for any of the above leaves without pay at their sole discretion.

#### 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, they shall not lose their regular pay because of such attendance provided that they:

- (a) Notify the Employer immediately upon their notification that they will be required to attend court, coroner's inquest or hearing;
- (b) Present proof of service requiring their attendance; and
- (c) Promptly repay the amount (other than expenses) paid to them for such service or attendance, to the Employer.

#### 14.04 Medical, Dental, Legal Appointment Leave

The Employer shall provide regular full-time and temporary full-time nurses leave without loss of regular pay, to a maximum of twenty-two and a half (22.5) hours per fiscal year, to attend medical, dental and legal appointments, where such appointments cannot be arranged outside of working hours.

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

Nurses shall give reasonable notice in advance when requesting time off to attend such appointments.

#### 14.05 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 fifteen (15) working days 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 days of leave of absence without pay may be granted (four (4) days without pay in the case of an ONA Biennial Meeting), to two (2) nurses provided relief staff is available, outside of the aforementioned time limit, to enable them to attend the 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 they may require to fulfil the duties of the position, provided four (4) weeks written notice in advance is given to the Manager, Clinic Services 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 14.05 (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 four (4) 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 two (2) years. The nurse shall continue to accrue seniority and service during their absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full costs of such salary

and applicable benefits. The nurse'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 their 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.

- 14.06
- (a) In the case of regular part-time and temporary nurses compassionate leave with pay, leave for serious illness and jury duty as outlined in Article 14, shall be granted on the same basis and for the same number of days 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.
  - (b) In the case of temporary nurses Article 14.04 shall not apply.
  - (c) The provisions of Articles 14.02, 14.03 and 14.04 shall not apply to casual nurses unless otherwise specifically stated.

14.07 Pregnancy Leave

- (a) A nurse who is pregnant and who has been employed by the Employer for a period of at least thirteen (13) weeks immediately preceding the estimated day of their delivery, shall be granted, upon their 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 their 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 their leave of absence, and shall be supported with a certificate from a legally qualified medical practitioner attesting to their pregnancy and indicating the estimated day upon which, in their opinion, the delivery will occur.
- (c) A nurse who is applying for pregnancy leave and who is also entitled to parental leave without pay in accordance with the *Employment Standards Act*, must commence their parental leave immediately

following the end of their pregnancy leave unless the child is not yet in the care of the parent. The nurse shall notify the Employer in writing of their intention to take the parental leave at the same time they are requesting pregnancy leave.

- (d) The nurse shall reconfirm their 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 their former position unless the position has been discontinued in which case they shall be placed in a comparable position.
- (e) Seniority and service shall continue to accrue during pregnancy leave, however, the nurse will not be paid for named holidays occurring during such leaves of absence. Absence on pregnancy leave shall be considered as service for the purpose of entitlement to increased vacation and sick leave credits.
- (f) During the nurse's pregnancy leave, the nurse shall continue to participate in the Canadian Blood Services Pension Plan and insured benefit plans in which they are enrolled immediately prior to commencing their leave unless they give the Employer five (5) weeks advance written notice before their leave is to commence that they do not intend to do so. The nurse shall be required to prepay their share of any premiums.
- (g) A nurse returning from pregnancy leave shall be paid at the same step in the salary scale that they had attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, the nurse shall receive their anniversary increment upon their 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 their probationary period.

## 14.08

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 sixty-three (63) weeks (provided the employee did not take pregnancy leave) of parental/adoption leave of absence without pay 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 their 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 their former position unless the position has been discontinued in which case they 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 they are enrolled immediately prior to commencing their leave unless they give the Employer five (5) weeks advance written notice before their leave is to commence that they do not intend to do so. The nurse shall be required to prepay their share of any premiums.
- (f) A nurse returning from parental/adoption leave shall be paid at the same step in the salary scale that they had attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, the nurse shall receive their anniversary increment upon their return to employment.
- (g) A nurse newly hired to replace nurses who are on approved parental/adoption leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, the nurse shall be credited with seniority from date of hire subject to successfully completing the probationary period.

14.09

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

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 their 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.

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

(c) Parental/Adoption Supplemental Employment Benefits

A nurse, who is in receipt of Employment Insurance (EI) parental benefits pursuant to the *Employment Insurance Act*, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the nurse is eligible to receive and seventy-five percent (75%) of the nurse's regular weekly rate of pay. 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 two-week waiting period is required for parental benefits under the *Employment Insurance Act*, CBS will pay seventy-five percent (75%) of the nurse's regular weekly rate of pay for this waiting period.

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 home 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 which shall include percentage in lieu of benefits over the twenty (20) weeks preceding the commencement of the leave.

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

#### 14.10 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 the Manager, Clinic Services or designate five (5) weeks in advance and provide evidence that they are 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.

#### 14.11 ONA Staff Leave

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

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

### **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 programme. The Manager, Clinic Services will determine who is required to attend such programs. When a nurse attends in-service education programs outside of their

regularly scheduled working hours they shall be paid for all time spent in attendance at their regular straight time hourly rate of pay. 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 a minimum of four (4) hours pay per day of training.

- (c) short term workshops or conferences relevant to the nurse's work, subject to financial and operational constraints;
- (d) a periodic written performance evaluation program.
- (e) A nurse shall suffer no loss of regular wages if required to write an examination to participate in a College of Nurses Quality Assurance Program or equivalent to a maximum of seven and a half (7.5) hours.

15.02 The Employer will pay for all time spent by Team Leaders and Charge Nurses recertifying for BCLS or Heart Saver, along with payment for the program fee.

#### **ARTICLE 16 - WORKPLACE SAFETY AND INSURANCE**

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 their regular salary from the Employer, less regular deductions, provided they assign over to the Employer their 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 their 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 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.

- 16.05 (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 16.06 below, until the nurse is declared permanently unfit to perform their 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 their regular job shall lose their 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 they fail to do so or in case of a term 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 they are declared unfit to perform the essential duties of their regular job.
- 16.06 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 their anniversary increment upon their return to employment.
- 16.07 All accidents must be reported immediately by the nurse to the Manager, Clinic Services. The nurse will be provided with a copy of the report.
- 16.08 Nurses are required to provide the Manager, Clinic Services, as far in advance as possible, with a written notice of readiness to return to work.
- 16.09 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.

## **ARTICLE 17 - SICK LEAVE**

### **17.01 Sick Leave Plan**

- (a) All regular full-time nurses shall continue receiving wages (at 100%, 75% or 66 2/3%) during absence due to sickness or accident in accordance with the Sick Leave Plan as set forth in this Article.
- (b) A nurse on Long Term Disability will cease to accrue sick leave.

### **17.02 Approval of Sick Leave**

The nurse must observe all of the following regulations to obtain sick leave:

- (a) must advise the Manager, Clinic Services or delegate of sickness or accident on the first day of disability prior to starting time, 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 pay the full cost of medical certificates it requires.

### 17.03

#### Accrual of Sick Leave

- (a) The amount of credit a regular full-time nurse has at a particular date is based on the nurse's length of continuous service in completed years to that date, less any benefits that the nurse has received in the previous five (5) year period. A nurse who transfers from an other than regular full-time status shall commence accrual of sick leave credits effective the date of their transfer to regular full-time.
- (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 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 their vacation period, they 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 they are 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 A regular part-time, temporary, or casual nurse who is permanently appointed to a regular full-time position will be placed at the start level of the sick leave schedule (on the first calendar day after 3 months).

17.08 A regular part-time nurse will be paid 2% of regular straight time earnings in lieu of sick leave credits.

## **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 workday 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, excluding temporary full-time, should work less than seventy-five (75) scheduled hours in any two week period due to unavailability of work, they shall be paid their bi-weekly salary.

Should under scheduling persist, the Employer reserves the right to lay off nurses in accordance with Article 13.

#### 18.02 Meal and Rest Periods

- (a) The Employer shall provide an unpaid meal period of thirty (30) minutes to sixty (60) minutes. If a Plasma nurse is required to work during their meal period they shall be paid at time and a half their regular wage for the time worked.
- (b) At out of town and overnight mobile clinics an unpaid meal period of sixty (60) minutes in duration shall be provided for all nurses who are scheduled to work 7.5 hours or longer.
- (c) No meal period need be provided for nurses who are scheduled to work less than five (5) hours on a given day.
- (d) Nurses shall be provided with one (1) paid rest period of fifteen (15) minutes during each work shift of four (4) hours or more, but less than seven and one half (7.5) hours. However, for every seven and one-half (7.5) hours worked in a day, each nurse shall receive two (2) paid rest periods of fifteen (15) minutes each. Should the workday extend a further four (4) hours, another paid rest period of fifteen (15) minutes shall be provided.
- (e) Should a nurse not receive their rest period or meal period as set out above, or should they 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.
- (f) The parties agree to the creation of a Scheduling Committee at each Plasma Centre, which shall consist of one (1) Employer representative and one (1) Union appointed representative, 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.

18.03 The Employer shall endeavour not to schedule split shifts. However, if because of operational requirements, there is any waiting time between the cessation of scheduled work and the recommencement of scheduled work on the same day, such waiting time shall be credited at straight time for the purposes of calculating hours of work.

18.04 Rest Periods Between Workdays

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

18.05 Unauthorized Absences

For purposes of calculation of work time credits, any full-time nurse scheduled for work but does not report for work, shall be deducted pay equivalent to their scheduled hours on such days for each day of such absence, unless they provide reasons satisfactory to the Employer.

## **ARTICLE 19 - SCHEDULING REGULATIONS**

- 19.01 (a) Work schedules shall be posted four (4) weeks in advance of the day being worked, at each Plasma Centre.
- (b) The Employer will schedule four (4) days off in a bi-weekly period, two (2) of which shall be consecutive. Weekend work shall be scheduled equitably amongst all nurses. Nurses shall not be required to work two scheduled clinic weekends in a row, failing which the nurse shall be paid time and one half (1.5x) their straight time hourly rate for all hours worked on the third and consecutive scheduled clinic weekends.
- (c) Regular part-time and temporary part-time nurses who are required to work on unscheduled work days or agree to work unscheduled hours will be paid at their regular straight time hourly rate for all such hours worked.
- (d) The Employer will endeavour to schedule nurses as per the current practice for the duration of this agreement.



- (e) Nurses shall not be scheduled to work more than six (6) consecutive days a week.
- (f) The above arrangement does not infringe on the Employer's right to require a nurse to report to work in extenuating circumstances.
- (g) Regular part-time nurses shall be scheduled to work clinic shifts at least four (4) hours in duration. The minimum four hour scheduling shall not apply to Article 15 or to staff meetings.
- (h) Regular part-time nurses shall be permitted to giveaway shifts subject to the approval of the Manager or designate.
- (i) Subject to the operational requirements of the Centre, nurses will be allowed to exchange scheduled shifts and days off with the prior approval of the Manager, Clinic Services, or designate, and provided that there is no increased cost to the Employer as a result of such exchange.

## **ARTICLE 20 - OVERTIME CALL-BACK AND PREMIUMS**

### 20.01 (a) Overtime Rate

- i) Should a regular full-time or temporary full-time nurse work in excess of seventy-five (75) hours in the designated two-week averaging period, they shall be paid overtime for such excess hours worked at the rate of one and one-half (1.5) times their basic hourly rate.
- ii) Casual, regular part-time and temporary part-time nurse(s) shall receive pay at one and one-half times (1.5x) their 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) their 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 regular full-time nurse, if operational requirements permit. When overtime is banked it shall be scheduled at a mutually agreeable time between the Nurse and the Manager within thirty (30) days of the overtime having been worked. Such requests shall not be unreasonably denied. The Employer reserves the right of paying out or scheduling overtime hours as equivalent time off.

#### 20.02 Weekend Premium

Effective April 1, 2022, a nurse shall be paid a weekend premium of two three dollars and four cents (\$3.04) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

An increase to the weekend premium shall be applied on the same dates as will be negotiated or arbitrated between O.H.A. and O.N.A. for the period ending March 31, 2024. For clarity, a negotiated or arbitrated increase of five cents (\$0.05) between O.H.A. and O.N.A. would increase the weekend premium above the five cents (\$0.05).

#### 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 Call-Back

When a nurse has completed their daily scheduled hours of work and has left the Centre or the clinic site and is called back to work prior to their next scheduled shift, they shall be paid at the rate of time and one-half (1.5) their straight time hourly rate for all hours worked during this period or a minimum of (4) hours at time and one-half (1.5), whichever is greater. Should the nurse complete the call back and leave the Centre prior to the expiry of the four hour period, any call back received by the nurse during this four hour period shall not be considered as a separate call back and the four hour minimum shall not apply.

#### 20.05 On Call Duty

- (a) On-call duty means the period during which a nurse is required to remain available for duty outside their scheduled working hours, and during which the nurse must be available to respond without undue delay to any request to return to duty.
- (b) Any nurse who is assigned to on-call duty shall receive on-call pay at the rate of three dollars and forty-five cents (\$3.45) per hour, and five dollars and five cents (\$5.05) per hour on paid holidays, for the period of scheduled on-call. On-call pay shall cease for a three hour

period commencing at the time when the nurse responds to a call-back. Such work shall be paid in accordance with the call-back pay provisions of this agreement.

An increase to the On Call shall be applied on the same dates as will be negotiated or arbitrated between O.H.A. and O.N.A. for the period ending March 31, 2024. For clarity, a negotiated or arbitrated increase of five cents (\$0.05) between O.H.A. and O.N.A. would increase the premium above by five cents (\$0.05).

- (c) Any nurse on-call who responds to a call-back shall be reimbursed by the Employer, either the amount of their taxi fare, or, if they use their own vehicle, at the prevailing corporate rate to a maximum of thirty five dollars (\$35.00) or to such greater amount as the Employer may, in its discretion, determine for their travel.

#### 20.06 Evening Premium

Effective date of ratification, an evening premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid to any nurse for each completed hour worked between 5:00 p.m. on any day to 11:59 p.m.

#### 20.07 Reporting Pay

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

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

#### 20.09 Responsibility Pay – Charge Nurse/Team Leader

- (a) Whenever a nurse is assigned the responsibility in a clinic to direct, supervise or oversee work of other nurses, and/or auxiliary staff, or be assigned to staff training that requires a sign off of training records, they shall be paid a premium of two dollars (\$2.00) per hour or portion thereof for such assignment in addition to their regular salary, provided that only one nurse shall be eligible to receive this kind of premium in any clinic at any one time. Notwithstanding the foregoing, the responsibility pay shall apply to any nurse who oversees the work of the Plasma Associate(s) (PA(s)) during the 75 hour PA(s) clinic training period and for the one (1) hour (per PA) spent by the nurses in performing the three (3) month and six (6) month PA(s) evaluations.

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

- 20.11 The Employer submits that work will not be cancelled with less than eight (8) hours' notice.

## **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 Years Day	Labour Day
Family Day	National Day for Truth and Reconciliation
	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday	
The day before Christmas Day	
or	
The day before New Year's Day	

### In Case Other Holidays Proclaimed

Should any other day be officially proclaimed in Ontario by the Federal and Provincial Governments the Employer may substitute one of the above noted days for any other day or days proclaimed as a general holiday by the Federal or Provincial authorities.

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

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

- (b) For regular full-time nurses who have completed their probationary period, one (1) floating holiday which shall be requested by the nurse, five (5) weeks in advance, and no later than December 31st of any one year. If the request is not received by December 31st, the Employer shall have the right to schedule such float holiday or pay the nurse in lieu.
- (c) Part-time, temporary part-time and casual nurses shall be paid on each pay cheque, in addition to their basic regular rate of pay, four and eighty eight one hundredths percent (4.88%) of their individual straight time earnings (i.e., applicable straight time earnings, exclusive of overtime pay, all premiums and vacation pay), in lieu of the above-mentioned holidays.

#### 21.02 Work on Paid Holiday

- (a) When a regular full-time or temporary full-time nurse works on a holiday, in addition to being compensated in accordance with 20.01 a) above, they shall be paid a premium of one-half (.5) times their regular hourly rate outside the 75 hours averaging period for hours worked on the paid holiday up to 7.5 hours. Thereafter, the provisions of Article 20.01 b) shall be applicable. In addition, the nurse shall receive time off for hours worked at straight time which shall be scheduled at a mutually convenient date between the nurse and their immediate supervisor. However, if a mutually convenient date cannot be arranged to schedule the time off within thirty (30) days from when the holiday was worked, the nurse shall be paid for hours worked at straight time (in lieu of the time off). Requests made shall not be unreasonably denied.
- (b) Any regular part-time, temporary part-time or casual nurse, who is required to work on a named holiday shall be paid one and one-half (1.5) times their straight time hourly rate for all hours worked on such named holiday, and the nurse shall not receive time off in lieu of the holiday worked.

21.03 In order to qualify for pay for a paid holiday, a regular full-time or temporary full-time nurse shall complete their full scheduled shift on each of the working days immediately preceding and immediately following the holiday concerned unless excused by the Employer or the nurse was absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Employer;
- (c) the nurse's regular scheduled day off;

- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

21.04 Paid Holiday Falling within Vacation Period

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

- 21.05 For Christmas Eve and Boxing Day, and prior to posting a schedule, the Employer will canvass the nurses to determine volunteers willing to work both days. Following this the Employer will assign the work in reverse order of seniority.

## **ARTICLE 22 - VACATIONS**

22.01 Vacation Accrual

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

- (a) Nurses with less than one (1) year of service shall be entitled to a prorata 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 (one and one-quarter (1 1/4) days per month of service).
- (c) Following four (4) years of service, four (4) weeks (one and two-thirds (1 2/3) days per month of service).
- (d) Following ten (10) years of service, five (5) weeks (two and one - twelfth (2 1/12) days per month of service).
- (e) Following twenty three (23) years of service, six (6) weeks (two and one-half (2 ½) 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 paid on each pay cheque six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), of their gross salary earned in lieu of vacation, whichever percentage is applicable depending on the vacation entitlement as set forth hereunder:

Up to 6,000 hours worked	-	6%
From 6,001 hours worked or after 4 calendar years, whichever occurs later	-	8%

From 15,001 hours worked, or after 10 calendar years, whichever occurs later	-	10%
From 34, 501 hours worked, or after 23 calendar years, whichever occurs later	-	12%

"Gross salary" as herein used includes straight time pay, overtime pay, pay in lieu of holidays as provided for in Article 21.01 (c) and pay in lieu of benefits as provided for in Article 23.05.

- (b) Regular part-time nurses may apply for annual vacation without pay on the following basis:
  - i) employees receiving 6% 3 calendar weeks;
  - ii) employees receiving 8% 4 calendar weeks;
  - iii) employees receiving 10% 5 calendar weeks;
  - iv) employees receiving 12% 6 calendar weeks.
- (c)
  - i) Vacation pay for part-time employees hired on or after April 1, 2022, shall be banked automatically and will be paid out in accordance with 22.09.
  - ii) Existing part-time employees shall have the option to continue to be paid their vacation pay as per current practice or to switch to have their vacation pay banked and paid out in accordance with 22.09 below. Such request will be submitted to the Employer in writing.
  - iii) Once an employee has advised the Employer to bank their vacation pay, this decision cannot be altered.

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

- (a) Requests by regular part-time and regular full-time nurses for vacation must be made in writing six (6) weeks in advance, and the Employer will grant requests, on a site-by-site basis and where possible, provided that vacation quotas shall not be unduly restrictive, and vacation shall not be unreasonably withheld. Employees outside of the bargaining unit will not be counted in the above mentioned vacation quotas.
- (b) In the event of conflicts seniority, on a site-by-site basis shall prevail. Seniority rights, however, can only be exercised up to March 1st of the year, after which vacation schedules as already confirmed can no longer be disturbed by assertion of seniority rights.

Seniority will be separate for regular full-time nurses and regular part-time nurses, and applicable by Plasma Centre.

- (c) If requested, up to three (3) weeks of vacation in a total calendar year will be granted to a nurse during prime time. Two (2) 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.

- (d) Requests for weeks of vacation submitted prior to March 1<sup>st</sup> will be responded to no later than March 31. Requests for weeks of vacation submitted during the vacation year will be responded to within two (2) weeks.

22.04

- (a) Unless mutually agreed otherwise between the nurse and their immediate supervisor, vacations must be taken in blocks of not less than one (1) week, such agreement shall not be unreasonably denied. One (1) week equals seven (7) days.
- (b) Nurses may request vacation for blocks of less than one full week, including single days, however, nurses requesting a full week of vacation will be given priority over those requesting less than a full week for the same period. This shall be applied consistent with Article 22.03 (b).
- (c) The Employer shall endeavour to not schedule nurses to work the Saturday or Sunday immediately before, during, or after their scheduled vacation.

22.05

#### Transfers from Full-Time to Part-time Position

- (a) A regular full-time nurse who immediately prior to transferring to a regular part-time position has used advance vacation credits shall have the option to repay the Employer in full or to make arrangements for the recovery of the vacation overpayment.
- (b) A regular full-time nurse who has accrued vacation not yet taken at the time of transfer to a regular part-time position shall either receive pay for such unused vacation or such vacation may be scheduled by the Employer after consultation with the nurse.
- (c) A nurse who is transferred from regular full-time to regular part-time, or vice-versa, shall retain and carry with them, their length of service for vacation entitlement purposes.



22.06 Vacation in Advance

A nurse may draw vacation days in advance not to exceed their 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 their current salary rate shall be made from their termination cheque.

22.07 Vacation Credits Upon Nurse's Termination

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

22.08 L.T.D.

A nurse on Long Term Disability will cease to accrue vacation.

22.09 Part-time vacation pay will be issued when nurses request up to twice a year. The payout for vacation(s) may consist of a partial or portion of the amount accumulated in the nurse's vacation bank. A written request must be submitted directly to payroll and payout will be received within twenty-one (21) days. If vacation payment has not been requested, vacation payout will be provided in the last pay of November in each calendar year by separate cheque.

**ARTICLE 23 - INSURED BENEFITS/PENSION, REGULAR FULL-TIME NURSES AND REGULAR PART-TIME NURSES**

23.01 (a) i) When the enrolment and other requirements of the insurer for group participation have been met, the Employer shall sponsor an Extended Health Plan. Enrolment and entitlements to benefits shall be in accordance with the rules and regulations of this plan.

ii) Vision

Effective April 1, 2003, CBS shall add and sponsor a Vision Care Plan to a maximum of \$200 dollars for each covered person in any 24 consecutive month period, equivalent to the plan in effect for the non-union employees at the date of ratification of this agreement.

iii) The Employer shall pay one hundred percent (100%) of the premium cost of the aforementioned plans.

(b) Regular full-time nurses and regular part-time nurses shall enrol in the Basic Life Insurance Plan, Long Term Disability Plan, and Basic

Accidental Death and Dismemberment Plan in accordance with the rules and regulations of these Plans.

(c) Dental Plan

- i) Subject to the enrolment and other requirements of the Insurer for group participation, the Employer shall sponsor a Dental Plan. All regular full-time nurses and regular part-time nurses shall join the Dental Plan in accordance with the rules and regulations of the Plan.
- ii) The Employer shall pay 66-2/3% of the premium cost for each participating nurse with the nurse paying the remaining 33-1/3%.

23.02 The Employer may at any time substitute another carrier(s) to underwrite such plans, provided that the benefits under the plans are not in any way reduced. The Employer shall endeavour to provide the Association with as much advance notice as possible.

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

23.04 (a) Eligibility to participate in the benefits plan for regular part-time employees, requires that they work an average of eighteen and three quarter (18.75) regular hours (exclusive of overtime or premiums) per week over the previous calendar year. Hours will be reviewed in January of each year to determine continued eligibility.

(b) Newly hired regular part-time nurses that work an average of eighteen and three quarter (18.75) regular hours (exclusive of overtime or premiums) per week after the completion of three months of service, will be eligible to participate in the benefits plan the first day of the month following the completion of three months of service. Ineligible nurses will be paid in accordance with 23.05 below.

23.05 Regular part-time nurses who are not eligible for benefits in accordance with Article 23.04 above and temporary nurses, shall receive 6.5% of their individual straight time earnings, in lieu of benefits. The hours of work will be reviewed in January of each year for continued eligibility.

23.06 Pension Plan

(a) Nurses shall enrol in the Defined Benefit Pension Plan in accordance with the provisions and requirements of the Plan and as set out under Addendum A.

(b) A regular part-time nurse ,who has completed their probationary period, and who becomes eligible but does not join the Canadian

Blood Services Pension Plan in accordance with the rules and regulations of the Plan, shall receive 4.0% of their individual straight time earnings in lieu of pension.

- (c) A regular part-time, nurse who becomes eligible and joins the Canadian Blood Services Pension Plan in accordance with the rules and regulations of the Plan, shall no longer receive the pay in lieu of pension referred to in 23.06 (b) above.

#### **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.
- 24.03 When it has been medically determined that a nurse is unable to return to full duties the Employer shall follow the Work Accommodation Policy/Procedures and include the local Union representative in the meeting with the nurse.

#### **ARTICLE 25- UNIFORMS**

- 25.01 A regular full-time or a temporary full-time nurse who is required to wear a uniform not supplied by the Employer shall receive a uniform allowance of two hundred and ten dollars (\$210.00) per annum prorated on a monthly basis and will be made only to those nurses who are on staff as at October 1<sup>st</sup> of each year. The above allowance shall be paid out to nurses, who have completed their probationary period, on April 1<sup>st</sup> of each year. A nurse who is still in the probationary period when payment is made shall receive their prorated payment upon completion of the probationary period. Nurses who have been employed for less than twelve (12) months on April 1<sup>st</sup> shall be paid a prorated allowance.
- 25.02 A regular part-time or temporary part-time or a casual nurse who is required to wear a uniform not supplied by the Employer shall receive a uniform allowance of one hundred and fifty dollars (\$150.00) per annum to those nurses who are on staff as at October 1<sup>st</sup>. The above allowance shall be paid out to nurses, who have completed their probationary period, on April 1<sup>st</sup> of each year. A nurse who is still in the probationary period when payment is made shall receive their prorated payment upon completion of the probationary period. Nurses who have been employed for less than twelve (12) months on April 1<sup>st</sup> shall be paid a prorated allowance.

## **ARTICLE 26 - BULLETIN BOARD**

- 26.01 The Employer shall provide one (1) bulletin board to be placed in a reasonably accessible location, upon which space shall be provided for the exclusive use of the Union. All notices posted shall be signed by an accredited local representative of the Union.

## **ARTICLE 27 - PERSONNEL FILES**

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

## **ARTICLE 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.
- 28.05 The Employer shall provide all newly hired nurses a copy of the collective agreement during their orientation.

- 28.06 Transportation, meals and lodging in relation to travel for work will be as per the corporate policy.

### **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:
- (a) The Employer will credit a newly hired nurse with one (1) annual service increment for each completed year of related experience up to the after eight (8) years step of the salary grid and credit a regular part-time nurse, up to the after twelve thousand (12,000) hours step, based on substantiated hours worked.
  - (b) If there has been a break in excess of two years in the nurses' full-time or part-time employment, then the number of increments to be provided shall be at the discretion of the Employer.
- 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 their probationary period. Should a nurse fail to provide such satisfactory verification during their probation they 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.
- 30.04 Nurses on staff prior to the signing of this agreement, will be credited with experience as set out under this Article, effective the first full pay period following the date the Employer has confirmed entitlement to such increment, subject to 33.02 above.

### **ARTICLE 31 - RENEWAL AND RETROACTIVITY**

- 31.01 This Agreement shall be effective from April 1, 2022, and shall continue in full force and effect up to and including March 31, 2024.
- 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
- (a) Any general wage increases exclusive of any pay equity adjustments that will be negotiated between the Ontario Hospital Association (OHA) and the Ontario Nurses' Association (ONA) for the period April 1, 2022 and March 31, 2024 will be applied to salary schedules set out under Schedule "A". Retroactivity, if any, will be paid on all regular earnings and shall be paid within four (4) pay periods from date of ratification.
  - (b) Any increase to the weekend premium shall be applied on the same dates as will be negotiated or arbitrated between O.H.A. and O.N.A. for the period between April 1, 2022 to March 31, 2024.
  - (c) Any increase to the evening premium shall be applied on the same dates as will be negotiated or arbitrated between O.H.A. and O.N.A. for the period between April 1, 2022 to March 31, 2024.
  - (d) Should any reopener language be activated between the Ontario Hospital Association (OHA) and the Ontario Nurses' Association (ONA), the resulting economic adjustments including premiums, exclusive of any pay equity adjustments shall also apply to the provision of this agreement, retroactive to the same date as the Hospitals.
  - (e) In the event that Bill 124 is declared unconstitutional by a court or competent jurisdiction, the Bill is otherwise amended or repealed, or the Treasury Board decision, between ONA and CBS, is withdrawn, the parties agree to a reopener on general wage economic adjustments including premiums, exclusive of any pay equity adjustments.

**SIGNING PAGE**

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

SIGNED AT \_\_\_\_\_, ONTARIO THIS 6 DAY OF September, 2022.

THE EMPLOYER:

THE UNION:

"Lisa Bruce"

"Kimberley Chisholm"  
Labour Relations Officer

"Bill Egan"

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**SCHEDULE 'A' – WAGES**

Step	April 1, 2022
Start	\$34.24
1 Year	\$34.40
2 Years	\$34.97
3 Years	\$36.70
4 Years	\$38.43
5 Years	\$40.59
6 Years	\$42.78
7 Years	\$44.97
8 Years	\$48.17
25 Years	\$49.02



### **ADDENDUM A – PENSION**

Employees in the bargaining unit shall participate in accordance with the eligibility provisions of the CBS Defined Benefit Pension (the “Plan”). The rate at which the employees shall contribute to the Plan shall be as established from time to time in accordance with the terms of the Plan. The rate at which the Employer shall contribute to the Plan is limited to the fixed amount established from time to time in accordance with the terms of the Plan. The parties agree that the Plan is a defined benefit pension plan to which section 14(3) of the *Pension Benefits Act*, R.S.O. 1990 c. P.8 and section 6(1) of Regulation 909 under the *Pension Benefits Act*, supra apply. For purposes of clarity the contribution rate of both employees and the Employer are described in the Sample Contribution Schedule below.

#### **CBS DEFINED BENEFIT PENSION PLAN SAMPLE CONTRIBUTION SCHEDULE**

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

**Notes:**

- (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 member’s contribution rate.

- (4) Member's contribution rate and Employer contribution rate should be interpolated from the above table where the total annual cost falls between amounts shown.

**LETTER OF UNDERSTANDING**

Between:

**CANADIAN BLOOD SERVICES, ONTARIO PLASMA OPERATIONS**  
(hereinafter referred to as "the Employer")

And:

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

Re: Regular Part-Time Employees' Defined FTE

Regular part-time employees shall be assigned a defined Full-Time Equivalent (FTE) at the time of hire under the following conditions:

- (a) The defined FTE shall be averaged over a two (2) week period.
- (b) The number of regular part-time positions and the defined FTE's shall be determined by the Employer.
- (c) All leaves of absences with or without pay shall count towards the defined FTE.
- (d) The defined FTE for regular part-time employees shall be noted in such employees' employment offer letters.
- (e) Nurses, who are willing, on an ongoing basis, to work additional hours after the schedule is posted, shall be offered hours based on seniority. Nurses who do not wish to be offered additional hours shall submit such request to the Employer in writing and it shall be valid until the Nurse advises the Employer otherwise.
- (f) Additional hours that become available, after the posting of the work schedule, shall be offered in order of seniority.
- (g) Notwithstanding (e) above, if no qualified Nurses are available or willing to accept additional hours, such hours may be assigned by the Employer in reverse order of seniority provided the nurse is qualified to perform the work.
- (h) Notwithstanding the above, the Employer may reduce a regular part-time employee's defined FTE and such reductions shall be done in the reverse order of seniority in accordance with Article 13.

SIGNED AT \_\_\_\_\_, ONTARIO THIS 6 DAY OF September, 2022.

THE EMPLOYER:

"Lisa Bruce"

"Bill Egan"

\_\_\_\_\_

\_\_\_\_\_

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THE UNION:

"Kimberley Chisholm"  
Labour Relations Officer

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**LETTER OF UNDERSTANDING**

Between:

**CANADIAN BLOOD SERVICES, ONTARIO PLASMA OPERATIONS**  
(hereinafter referred to as "the Employer

And:

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

Re: Universal Benefits Plan

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

1. All eligible nurses represented by the Union shall participate in the Universal Benefits Plan. Eligibility to participate in the benefits plan shall continue to be in accordance with the Collective Agreement.
2. The Universal Benefits Plan, as described in the attached plan summary, shall replace the benefit entitlements as described in the Article 23.01 - Insured Benefits of 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 33.02 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 a nurse 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, Ontario Plasma Operations and the Ontario Nurses Association.

SIGNED AT \_\_\_\_\_, ONTARIO THIS 6 DAY OF September, 2022.

THE EMPLOYER:

THE UNION:

“Lisa Bruce” \_\_\_\_\_

“Kimberley Chisholm” \_\_\_\_\_  
Labour Relations Officer

“Bill Egan” \_\_\_\_\_

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**CANADIAN BLOOD SERVICES – UNIVERSAL BENEFITS PLAN**

<b>Plan Feature</b>	
<b>Retirement Division</b>	<ul style="list-style-type: none"> <li>as per the current retirement division</li> </ul>
<b>Major Medical</b>	
<b>Premium Cost Sharing</b>	<ul style="list-style-type: none"> <li>as per the Collective Agreement</li> </ul>
<b>Waiting Period</b>	<ul style="list-style-type: none"> <li>full-time: 1st of the month following date of hire</li> <li>part-time: as per the Collective Agreement</li> </ul>
<b>Participation Basis</b>	<ul style="list-style-type: none"> <li>employee coverage: compulsory (except for opting out provisions as set out in the benefits contract)</li> <li>dependent coverage: not compulsory</li> </ul>
<b>Required Number of Hours</b>	<ul style="list-style-type: none"> <li>as per the Collective Agreement</li> </ul>
<b>Deductible</b>	<ul style="list-style-type: none"> <li>\$15 single/\$25 family deductible for drug expenses</li> <li>nil for all other expenses</li> </ul>
<b>Combined Maximum</b>	<ul style="list-style-type: none"> <li>unlimited</li> </ul>
<b>Coinsurance</b>	
<ul style="list-style-type: none"> <li><b>Drugs</b></li> <li><b>Hospital</b></li> <li><b>Vision</b></li> <li><b>Other Eligible Expenses</b></li> </ul>	<ul style="list-style-type: none"> <li>100%</li> <li>100%</li> <li>100%</li> <li>80% professional and paramedical services</li> <li>100% for all other expenses</li> </ul>
<ul style="list-style-type: none"> <li><b>Drug Features</b></li> </ul>	<ul style="list-style-type: none"> <li>drugs available only by prescription (plus certain life-sustaining drugs that do not legally require a prescription)</li> <li>pay direct drug card</li> <li>includes claims management features such as, dynamic maintenance, generic drug substitution, and reasonable and customary pharmacy mark-up and dispensing fee maximums by province</li> </ul>
<ul style="list-style-type: none"> <li><b>Hospital Room</b></li> </ul>	<ul style="list-style-type: none"> <li>private or semiprivate</li> </ul>
<ul style="list-style-type: none"> <li><b>Nursing Care</b></li> </ul>	<ul style="list-style-type: none"> <li>max \$25,000 per person every 3 years</li> </ul>
<ul style="list-style-type: none"> <li><b>Paramedical</b> <ul style="list-style-type: none"> <li>Psychologist/Social Worker/Psychotherapist</li> <li>Chiropractor</li> <li>Osteopath</li> <li>Naturopath</li> <li>Podiatrist</li> <li>Speech Therapist</li> <li>Massage Therapist</li> <li>Acupuncture (performed by physician)</li> <li>Physio-therapist</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>max of \$1,500 per person per year</li> <li>max of \$500 per person per year</li> <li>max of \$500 per person per year*</li> <li>max of \$500 per person per year*</li> <li>max of \$500 per person per year*</li> <li>max of \$500 per person per year</li> <li>max of \$500 per person per year</li> <li>n/a</li> <li>max of \$500 per person per year</li> </ul>
<ul style="list-style-type: none"> <li><b>Vision Care</b></li> </ul>	<ul style="list-style-type: none"> <li>max of \$250 per person in any 24 consecutive months (frames, lenses, laser)</li> <li>one eye exam every 2 calendar years (reasonable</li> </ul>

Plan Feature	
	and customary costs)
▪ <b>Hearing Aids</b>	▪ max of \$300 per person in any 5 consecutive calendar years
▪ <b>Other</b>	<ul style="list-style-type: none"> <li>▪ nursing home accommodation – max \$20 a day</li> <li>▪ ambulance services to and from the nearest appropriate medical care</li> <li>▪ medical supplies and services to specified maximums</li> <li>▪ accidental dental treatment within 6 months of the accident</li> <li>▪ extra care (wigs or hairpieces up to \$500 lifetime per person)</li> </ul>
▪ <b>Emergency Out-of-Country</b>	<ul style="list-style-type: none"> <li>▪ emergency medical services</li> <li>▪ referral treatment</li> <li>▪ max of \$5 million lifetime per person</li> </ul>
▪ <b>Travel Assistance</b>	▪ Mondial Assistance plan
* Less any amount paid by the government plan	

Dental	
<b>Premium Cost Sharing</b>	▪ as per the Collective Agreement
<b>Waiting Period</b>	▪ same as Major Medical
<b>Participation Basis</b>	▪ same as Major Medical
<b>Required Number of Hours</b>	▪ same as Major Medical
<b>Dental Fee Guide</b>	▪ current in province of residence
<b>Deductibles</b>	
Single	▪ nil
Family	▪ nil
<b>Coinsurance</b>	
▪ Part I Preventive	▪ 100%
▪ Minor Restorative	▪ 100%
▪ Part II Major Restorative	▪ 50%
▪ Part III Orthodontic	▪ 50%
<b>Orthodontic Dependent Children Age Basis</b>	▪ under 19 years old
<b>Benefit Maximum</b>	<ul style="list-style-type: none"> <li>▪ Part I – unlimited</li> <li>▪ Part II - \$1,500/year</li> <li>▪ Part III - \$2,500 lifetime</li> </ul>
<b>Recall Exam</b>	▪ 6 months
<b>X-Rays</b>	<ul style="list-style-type: none"> <li>▪ bitewing – once every 6 months</li> <li>▪ full mouth – once every 24 months</li> </ul>
Long Term Disability	
<b>Premium Cost Sharing</b>	▪ as per the Collective Agreement
<b>Waiting Period</b>	▪ same as Major Medical
<b>Participation Basis</b>	<ul style="list-style-type: none"> <li>▪ employee coverage: compulsory</li> <li>▪ dependent coverage: not applicable</li> </ul>
<b>Required Number of Hours</b>	▪ same as Major Medical
<b>Benefit Formula</b>	▪ less than 4 years of service: 66 2/3% of pre-



	disability earnings <ul style="list-style-type: none"> <li>4 years of service or more: 75% of pre-disability earnings</li> </ul>
<b>Maximum Benefit</b>	<ul style="list-style-type: none"> <li>\$15,000 a month</li> </ul>
<b>Qualifying Period</b>	<ul style="list-style-type: none"> <li>15 weeks or expiration of sick leave credits whichever is greater</li> </ul>
<b>All Source Maximum</b>	<ul style="list-style-type: none"> <li>80% of gross pre-disability earnings</li> </ul>
<b>Definition of Disability</b>	<ul style="list-style-type: none"> <li>2 years own occupation</li> </ul>
<b>Indexation of Benefits</b>	<ul style="list-style-type: none"> <li>no</li> </ul>
<b>Pre-existing Condition Clause</b>	<ul style="list-style-type: none"> <li>yes</li> </ul>
<b>Basic Life Insurance</b>	
<b>Premium Cost Sharing</b>	<ul style="list-style-type: none"> <li>as per the Collective Agreement</li> </ul>
<b>Waiting Period</b>	<ul style="list-style-type: none"> <li>same as Major Medical</li> </ul>
<b>Participation Basis</b>	<ul style="list-style-type: none"> <li>employee coverage: compulsory</li> <li>dependent coverage: not applicable</li> </ul>
<b>Required Number of Hours</b>	<ul style="list-style-type: none"> <li>same as Major Medical</li> </ul>
<b>Benefit Formula</b>	<ul style="list-style-type: none"> <li>1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000</li> </ul>
<b>Reduction Formula</b>	<ul style="list-style-type: none"> <li>employee at age 65: coverage immediately reduces at age 65 &amp; on each anniversary thereafter to the following percentage of original amount:               <ul style="list-style-type: none"> <li>85% at age 65</li> <li>70% at age 66</li> <li>55% at age 67</li> <li>40% at age 68</li> <li>25% at age 69</li> </ul> </li> </ul>
<b>Maximum Benefit</b>	<ul style="list-style-type: none"> <li>without evidence: \$600,000</li> <li>with evidence: \$1,000,000</li> <li>combined maximums with Optional Life</li> </ul>
<b>Optional Life Insurance</b>	
<b>Premium Cost Sharing</b>	<ul style="list-style-type: none"> <li>as per the Collective Agreement</li> </ul>
<b>Waiting Period</b>	<ul style="list-style-type: none"> <li>same as Major Medical</li> </ul>
<b>Participation Basis</b>	<ul style="list-style-type: none"> <li>employee coverage: not compulsory</li> <li>dependent coverage: not applicable</li> </ul>
<b>Required Number of Hours</b>	<ul style="list-style-type: none"> <li>same as Major Medical</li> </ul>
<b>Benefit Formula</b>	<ul style="list-style-type: none"> <li>1x or 2x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000</li> </ul>
<b>Maximum Benefit</b>	<ul style="list-style-type: none"> <li>without evidence: \$600,000</li> <li>with evidence: \$1,000,000</li> <li>combined maximums with Basic Life</li> </ul>
<b>Dependent Life</b>	
<b>Premium Cost Sharing</b>	<ul style="list-style-type: none"> <li>as per the Collective Agreement</li> </ul>
<b>Waiting Period</b>	<ul style="list-style-type: none"> <li>same as Major Medical</li> </ul>
<b>Participation Basis</b>	<ul style="list-style-type: none"> <li>employee coverage: not applicable</li> <li>dependent coverage: not compulsory</li> </ul>
<b>Required Number of Hours</b>	<ul style="list-style-type: none"> <li>same as Major Medical</li> </ul>
<b>Benefit Formula</b>	

<ul style="list-style-type: none"> <li>▪ Spouse</li> <li>▪ Each Child</li> </ul>	<ul style="list-style-type: none"> <li>▪ \$10,000</li> <li>▪ \$5,000</li> </ul>
<b>Basic Accidental Death &amp; Dismemberment (AD&amp;D)</b>	
<b>Premium Cost Sharing</b>	▪ as per the Collective Agreement
<b>Waiting Period</b>	▪ same as Major Medical
<b>Participation Basis</b>	<ul style="list-style-type: none"> <li>▪ employee coverage: compulsory</li> <li>▪ dependent coverage: not applicable</li> </ul>
<b>Required Number of Hours</b>	▪ same as Major Medical
<b>Benefit Formula</b>	▪ 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
<b>Reduction Formula</b>	<ul style="list-style-type: none"> <li>▪ employee at age 65: coverage immediately reduces at age 65 &amp; on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> <li>85% at age 65</li> <li>70% at age 66</li> <li>55% at age 67</li> <li>40% at age 68</li> <li>25% at age 69</li> </ul> </li> </ul>
<b>Voluntary AD&amp;D</b>	
<b>Premium Cost Sharing</b>	▪ as per the Collective Agreement
<b>Waiting Period</b>	▪ same as Major Medical
<b>Participation Basis</b>	<ul style="list-style-type: none"> <li>▪ employee coverage: not compulsory</li> <li>▪ dependent coverage: not compulsory</li> </ul>
<b>Required Number of Hours</b>	▪ same as Major Medical
<b>Benefit Formula</b> <ul style="list-style-type: none"> <li>▪ <b>Personal Coverage</b></li> <li>▪ <b>Family Coverage</b></li> </ul>	<ul style="list-style-type: none"> <li>▪ units of \$10,000 to maximum of \$500,000</li> <li>▪ spouse, no children: 50% of employee coverage</li> <li>▪ spouse and children: 40% of employee coverage for spouse &amp; 10% for each child</li> <li>▪ children only: 15% of employee coverage for each child</li> </ul>

This is a summary of your benefits. While every effort has been made to ensure the accuracy of this information, complete information on your benefits can be found in the policy contract on the CBS Intranet. Should any difference occur between this information and the contract, the contract will prevail.

Updated October 1, 2018

**LETTER OF UNDERSTANDING**

Between:

**CANADIAN BLOOD SERVICES, ONTARIO PLASMA OPERATIONS**  
(hereinafter referred to as "the Employer")

And:

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

Re: Donor Screening

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

Therefore, the parties hereby agree to the following:

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

their right to notice and severance as contemplated by the Collective Agreement or legislation.

8. Notwithstanding #7 above, any Nurse to whom the Employer grants voluntary severance shall receive a voluntary termination package consisting of:
  - (a) A severance payment of three (3) weeks' regular pay per year of service to a maximum of seventy (70) week's regular pay. In the case of part-time Nurses, a pro-rated severance payment shall be calculated based on the following formula, to a maximum of seventy (70) regular weeks' pay:  

$$\frac{\text{regular hours worked}}{1500 \text{ hours}} \times 112.5 \text{ hours} \times \text{hourly rate of pay}$$
  - (b) Career transition services as provided for by the Career Bridging Program. The services shall include career assessment tools, planning tools, seminars, and counseling. Topics covered include resume preparation and interview preparation.
  - (c) Education allowance as provided for by the Career Bridging Program. The allowance will be a minimum of \$1,925 to a maximum of five percent (5%) of the Nurse's regular earnings in the twelve (12) months preceding voluntary termination for endeavours that the Employer considers to influence a Nurse's future employment opportunities. Nurses shall apply for such allowance in writing using a form to be provided by the Employer.
  - (d) Acceptance of the above noted amounts shall be deemed to include and satisfy any statutorily required notice and/or severance entitlements under the *Employment Standards Act*.
9. The provisions of this Memorandum of Agreement shall not apply to temporary or casual Nurses.
10. The provisions of this Memorandum of Agreement shall apply only to those nurses hired into the bargaining unit on or prior to the 20<sup>th</sup> day of April, 2017.

SIGNED AT \_\_\_\_\_, ONTARIO THIS 6 DAY OF September, 2022.

THE EMPLOYER:

"Lisa Bruce"

"Bill Egan"

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THE UNION:

"Kimberley Chisholm"  
Labour Relations Officer

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**LETTER OF UNDERSTANDING**

Between:

**CANADIAN BLOOD SERVICES, ONTARIO PLASMA OPERATIONS**  
(hereinafter referred to as "the Employer")

And:

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

Re: Pre-Authorized Payment for Pension and Benefits

The parties agree that, notwithstanding the payment provisions set out in Articles 14 and 16, the Employer may institute a system of automatic bank withdrawal for payment of the employee's share of pension contributions and benefits premiums. Should such a system be implemented, employees continuing benefits coverage or pension contributions in accordance with Article 14.07 (f) – Pregnancy Leave or 14.08 (e) Parental Leave or 16.03 (b) – Workplace Safety and Insurance shall make payment by authorizing the Employer to make the required deductions from the employee's bank account.

SIGNED AT \_\_\_\_\_, ONTARIO THIS 6 DAY OF September, 2022.

THE EMPLOYER:THE UNION:

"Lisa Bruce"

"Kimberley Chisholm"  
Labour Relations Officer

"Bill Egan"

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**REOPENER ARTICLES/ISSUES**

BETWEEN:

**CANADIAN BLOOD SERVICES, SUDBURY PLASMA OPERATIONS CENTRE**  
(Hereinafter referred to as “the Employer”)

AND:

**ONTARIO NURSES’ ASSOCIATION**  
(Hereinafter referred to as “the Union”)

**APPENDIX 3 – SALARY SCHEDULE**

REGISTERED NURSES	
	Effective April 1, 2022
START	\$35.52
1 YEAR	\$35.69
2 YEARS	\$36.28
3 YEARS	\$38.07
4 YEARS	\$39.87
5 YEARS	\$42.12
6 YEARS	\$44.39
7 YEARS	\$46.65
8 YEARS	\$50.85