

COLLECTIVE AGREEMENT

Between:

**CANADIAN BLOOD SERVICES
OTTAWA, ONTARIO**
(Hereinafter called the "Employer")

And:

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

Expiry Date: **March 31, 2025**

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment 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 for the purpose of discussing matters of mutual interest.

ARTICLE 2 – DEFINITIONS

- 2.01 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and the *Nursing Act*.
- 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 20 (seventy-five [75] hours biweekly) of this Collective Agreement.
- 2.03 A regular part-time nurse is one who is employed for an indefinite duration of time to work less than seventy-five (75) hours over a designated two-week period.
- 2.04 “Temporary”, a nurse who is hired for a definite period of time to fill a position which is vacant due to the absence of a regular full-time or regular part-time nurse or to carry out additional duties or special projects on a full-time or part-time basis.
- 2.05 “Casual”, a nurse who is employed on an occasional or intermittent basis and who is available for work as circumstances demand.
- 2.06 Regional Nurses are defined as nurses hired to work in or out of specific regions, cities, towns, or municipalities outside the boundaries of the old city of Ottawa or to work in permanent clinics outside the Ottawa Blood Services Centre.
- 2.07 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.
- 2.08 For the purpose of this Agreement, whenever the term "credited" is used (as in Article 23.03), for example, wherein the phrase "shall be credited at straight time" appears, it shall mean that the hours worked shall be included in the averaging period for the purpose of calculating the corresponding pay entitlement for that period. It is understood in this context that one hour of work credited will earn no less than one hour's pay.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the Ontario Nurses' Association (ONA) as the exclusive bargaining agent for all registered nurses employed in a nursing capacity by Canadian Blood Services (CBS) at all sites managed by its Ottawa Blood Services Centre, as covered by the certificate issued by the Ontario Labour Relations Board.
- 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 Union.
- 3.03 Bargaining Unit Protection
- In order to protect the standard of nursing care the Employer agrees to employ a sufficient number of nurses who will be assigned duties and responsibilities in accordance with the *Regulated Health Professions Act* and regulations as established by Health Canada.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The parties acknowledge that it is the exclusive function of the Employer to:
- (a) manage and control the Employer's operations, unless otherwise limited by the terms of this Collective Agreement;
 - (b) make, enforce and alter from time to time reasonable rules and regulations to be observed by nurses.
- 4.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Collective Agreement.
- 4.03 The parties further agree that the operations of the Employer entail working methods, hours and processes which are peculiar to it. The parties recognize that the function of the Employer is that of a public service with a humanitarian purpose.

ARTICLE 5 – RELATIONSHIP

- 5.01 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.

- 5.02 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.
- 5.03 (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.
- 5.04 The Centre and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.

ARTICLE 6 – NO STRIKES, NO LOCKOUTS

- 6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*, as amended from time to time.

ARTICLE 7 – UNION SECURITY

- 7.01 During the first month of employment, an officer of the bargaining unit shall be allowed fifteen (15) minutes within regular working hours to interview new nurses and to discuss the benefits and duties of union membership and responsibilities to the Union and to the Employer. Such interview shall be arranged by the Employer during the orientation period.
- 7.02 E-Dues
- 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 (2) 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.

7.06 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.

ARTICLE 8 – UNION COMMITTEES AND REPRESENTATIVES

8.01 The Employer recognizes a nurse representative appointed or elected by the Union to represent the nurses in their employment relations with the Employer. The 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.

The Employer agrees that nurse(s) representatives will not lose regular pay for time spent on matters arising from the functioning of any committees as

indicated under this Article, provided that the nurse was scheduled to work on the day of the meeting and the nurse has first obtained permission from their supervisor to leave their work station or assigned duties.

8.02 Labour Management Committee

- (a) There shall be only one (1) Labour Management Committee representing both regular full-time and other than regular full-time nurses. The purpose of the combined Labour 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 Labour Management Committee shall be composed as per the terms of reference for such committee.
- (c) The Labour Management Committee shall meet at least once per quarter. Either party will provide to the other, at least five (5) working days in advance of such meetings, a list of items it wishes to discuss. Notwithstanding the foregoing, a representative of either party may notify a representative of the other in writing of its desire to meet outside of the quarterly meetings and such notice will include a list of the items it wishes to discuss. Within three (3) working days after receipt of such notice, the parties will establish a meeting date and time. It is understood that there shall be no discussion of grievances at these meetings.

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

8.04 The Employer recognizes one (1) Negotiation Committee of three (3) nurses, of which one shall be the President of the Bargaining Unit. The function of this Committee shall be to negotiate the Collective Agreement and renewals thereof.

8.05 Health and Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Centre, in order to prevent accidents, injury or illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee one (1) representative selected or appointed by the 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.
- (e) The Employer will post a copy of the *Occupational Health and Safety Act* in every workplace, including mobile clinics, for easy reference by the employees.

8.06 Representatives of the Ontario Nurses' Association may make requests for access to the premises of the Employer.

ARTICLE 9 – GRIEVANCE AND ARBITRATION

- 9.01 (a) Where a difference arises between the parties related to the interpretation, application or administration of this Agreement, or where an allegation is made that the Agreement has been violated, the following procedures will be adhered to.
- (b) It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is agreed that any such complaint shall be discussed with the nurse's immediate supervisor and Union representative within twenty (20) working days

after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and failing settlement within ten (10) working days, it shall then be taken up as a grievance in the following manner and sequence:

Step 1

A nurse(s) or the Union on their behalf or in its own stead may present a grievance in writing to the Supervisor or their designated representative. The written grievance shall contain reference to the article and/or clauses in the contract which are alleged to have caused the grievance.

If the parties so desire, a meeting shall be held amongst the Supervisor or their designated representative, the grievor and their nurse representative within ten (10) working days following the day on which the grievance was received. The Supervisor or their designated representative shall render a decision in writing within ten (10) working days following the receipt of the grievance or Step 1 meeting where applicable. If this decision is unsatisfactory to the nurse(s) or the Union, the matter may be referred to Step 2 within ten (10) working days.

Step 2

The written grievance shall be referred to the Donor Centre Manager or designated representative. A meeting shall be held amongst the Donor Centre Manager or designated representative, the grievor and their nurse representative within ten (10) working days following the day on which the grievance was received. A representative of the Ontario Nurses' Association and other Employer representatives may be present at any such meeting(s). The Donor Centre Manager or designated representative shall render a decision in writing within ten (10) working days following such meeting. If the decision of the Donor Centre Manager or designate is unsatisfactory to the nurse(s) or the Union, it may be referred to arbitration in accordance with Article 9.05.

- 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) working days following the circumstances giving rise to it.
- 9.03 Notwithstanding any other provision in this Article, should the Employer discharge, suspend or discipline a nurse(s), it will so notify them in writing, indicating the reason(s) for the discharge, suspension or discipline with a copy to the Bargaining Unit President. In any meeting where a nurse is to be informed by an Employer's representative that a discharge, suspension

or discipline shall be imposed on them, they shall be given advice at least prior to the discussion itself that they may have a Union representative present during such meeting. Should the nurse(s) wish to file a grievance against an unjust discharge, suspension or discipline it shall be reduced to writing and filed within ten (10) working days under Step 2 of the grievance procedure.

- 9.04 A grievance may be settled by any arrangement which is just and equitable in the opinion of the conferring parties.
- 9.05 (a) After exhausting the grievance procedure established by this Agreement, either party may within ten (10) working 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 to substitute a single arbitrator for the Arbitration Board, at the same time notification is given advising the other party of proceeding to arbitration. All other provisions referring to a Board of Arbitration shall apply.
- (c) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. Once appointed, the Arbitration Board shall have the power to mediate/arbitrate the grievance, including the power to impose settlement and to limit evidence and submissions.
- 9.06 The recipient of the notice shall, within ten (10) working days, inform the other party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) nominees fail to agree upon a Chairman 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 Chairman shall govern.
- 9.07 Each party shall pay the costs and expenses of its nominees and the costs and expenses of the Chairman shall be borne equally by the parties.
- 9.08 The time limits set out in the grievance and arbitration procedures are mandatory however they may be extended or shortened by mutual agreement in writing between the parties.

- 9.09 (a) Grievance representatives shall not discuss grievances with nurses during actual working hours, excluding rest periods and meal breaks.
- (b) Nurse representatives and grievance committee representatives shall not leave their work station or duties to attend union business without first obtaining permission from their immediate supervisor or their designate. Such permission will not be unreasonably withheld.

ARTICLE 10 – SENIORITY

- 10.01 The Employer will keep separate seniority lists, one (1) for all regular full-time nurses and one (1) for regular part-time nurses. These lists shall be posted and maintained by the Employer on January 1st, May 1st, and September 1st of every year. A copy of the seniority list shall be posted on the Union bulletin boards no later than January 15th, May 15th and September 15th of each year. Upon request of the local Union a copy shall be provided.
- 10.02 Seniority shall be used to determine priorities for preference of vacation periods, float holidays, lay-off and recall separately between regular full-time and regular part-time nurses.
- (a) Seniority Accrual – Regular Full-Time/Temporary Full-Time Nurses
- Seniority is defined as the length of a nurse's service from the date of last hiring, and expressed in terms of a date.
- (b) Seniority Accrual - Regular Part-Time/Temporary Part-Time Nurses
- i) Regular part-time and temporary part-time nurses shall accrue seniority from the date of last hiring based on actual hours worked (including hours worked responding to call back and/or scheduled hours on days off) excluding overtime hours. One year of seniority shall have been accumulated for each fifteen hundred (1500) regular hours worked.
- ii) Seniority for regular part-time and temporary part-time nurses, temporarily filling full-time positions, shall be calculated in accordance with Article 10.03 (b) below. Such nurse will maintain their status and all applicable provisions shall continue to apply.
- (c) Casual nurses do not accrue seniority, however all hours worked will be posted on the seniority list for information purposes only.

10.03 (a) Regular Full-Time and Temporary Full-Time Nurses

When a regular full-time or temporary full-time nurse transfers to a regular part-time position they shall be credited with their accumulated seniority. One (1) year of full-time seniority shall equal fifteen hundred (1500) hours. Conversion of seniority from full-time to part-time seniority hours shall be based on the following formula:

i) Number of completed full-time years x 1500

Plus

ii) Number of working days since last anniversary date x 7.5 hrs
x 1500/1950

(b) Regular Part-Time and Temporary Part-Time Nurses

A nurse whose status is changed from regular part-time or temporary part-time to regular full-time shall retain credit for accumulated seniority in their part-time position. Fifteen hundred (1500) hours shall equal one (1) year of full-time seniority. Full-time accumulated seniority shall be calculated based on the following formula:

i) Total number of seniority hours/1500 = full-time seniority years

ii) Partial seniority year calculated in i) above shall be converted to full-time calendar days as follows:

365 days x partial decimal year = full-time calendar days

iii) Count backwards from the date of transfer to arrive at a full-time seniority date.

(c) Casual Nurses

Casual nurses whose status is changed to regular part-time or regular full-time will be credited with actual hours worked for the purpose of establishing their seniority in accordance with Article 10.03 (a) or 10.03 (b) above, as applicable.

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

- (a) resigns for any reason;
- (b) is discharged for just cause;

- (c) has been on layoff for more than twenty-four (24) months;
- (d) fails to report to work within seven (7) calendar days after being notified by the Employer (either by personal service or by registered mail to the last address on record with the Centre), following a layoff;
- (e) fails to return to work after an unauthorized absence of three (3) days;
- (f) retires;
- (g) opts to receive severance payment.

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

- (a) when on leave of absence with pay;
- (b) when on an approved leave of absence, without pay, not exceeding thirty (30) continuous calendar days;
- (c) when in receipt of sick leave;
- (d) when in receipt of Workplace Insurance benefits up to eighteen (18) months;
- (e) when on maternity, adoption or parental leave.

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

- (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.

ARTICLE 11 – PROBATIONARY PERIOD

11.01 (a) New nurses hired for regular full-time positions shall serve a probationary period of six (6) months provided that absences from work for any reason may extend the probation period by the length of the absence.

- (b) New nurses hired for other than regular full-time positions shall serve a probationary period of four hundred and fifty (450) hours or six (6) months whichever comes later provided that absences from work for any reason may extend the probation period by the length of the absence.
- (c) If, at the end of the probation period, the supervisor recommends extension of the probation period for further appraisal of performance, an extension of up to three calendar months may be made, provided that the nurse is so notified in writing, with a copy to the Nurse Representative.
- (d) It is understood that a nurse has to serve only one probationary period with the Employer. If their employment status changes during such probation period they will be credited with the time worked in order to complete a probationary period equivalent to either regular full-time or other than regular full-time as the case may be.

11.02 The new nurse's work performance shall be periodically assessed during their probationary period and the results of which 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. If the new nurse is found unsatisfactory in the opinion of the Employer, such nurse may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure.

ARTICLE 12 – TRANSFERS AND PROMOTIONS

12.01 In all cases of transfer and promotion in the bargaining unit, the following factors shall be considered:

- (a) skill, ability and performance;
- (b) seniority.

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

12.02 All promotions and transfers within the bargaining unit shall be on a trial basis. The promoted or transferred nurse will be given a trial period of sixty (60) working days. Where the Employer requests an extension of the trial period, it will provide notice to the Union at least seven (7) calendar days prior to the end of the trial period. It is expected and agreed that the extension of the trial period will not exceed an additional thirty (30) working days. Should such nurse fail to succeed during the above-mentioned trial

period, the Employer will reinstate the nurse in their former position without loss of seniority.

A temporary nurse who is appointed to an indefinite position without a break in service will be given a trial period of sixty (60) working days. Where the Employer requests an extension of the trial period, it will provide notice to the Union at least seven (7) calendar days prior to the end of the trial period. It is expected and agreed that the extension of the trial period will not exceed an additional thirty (30) working days. Upon successful completion of the trial period such temporary nurse shall be credited with all hours worked in the temporary position and trial period for the purpose of calculating seniority and service credits for the purpose of calculating vacation entitlements and increments. Should such a nurse fail to succeed during the above-mentioned trial period, they will have no claim to the vacated temporary position.

12.03 Appointments to Positions Outside the Bargaining Unit

- (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than six (6) months shall not suffer any loss of seniority, service or benefits.
- (b) A nurse who is transferred to a position outside of the bargaining unit for a period of more than six (6) months, but not more than eighteen (18) months shall retain, but not accumulate, their seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.
- (c) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of eighteen (18) months, they will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of their return to the bargaining unit.
- (d) The period of time referred to in (b) above may be extended by mutual agreement between the Union and the Employer.

12.04 Job Posting

- (a) The Employer will electronically post notices of vacant or new positions, stating the area of the vacancies, for fourteen (14) calendar days prior to making a permanent appointment to any such position, in order that any interested nurse may apply using the employer's electronic application process. A copy of such posting shall be sent to the Bargaining Unit President. If no qualified nurse applies, the Employer may then hire a new nurse. The names of the successful applicant or applicants shall be forwarded to the Bargaining Unit President.
- (b) i) A nurse who was assigned to the temporary position from the bargaining unit will be returned to their former position and/or status upon the expiry of the term assignment.
- ii) A nurse who was hired into the temporary position from outside the scope of this Agreement may be terminated upon completion of the term assignment and such termination shall not be subject to the terms and conditions of this Collective Agreement. Should such nurse be retained by the Employer, the nurse shall be credited with seniority from date of hire.

12.05 Secondments

Any secondment opportunities within the bargaining unit with an expected duration of three (3) months or more shall be posted as a Letter of Interest for seven (7) calendar days. Nurses may submit their desire in writing to be considered for such opportunities.

**ARTICLE 13 – LAY-OFF AND RECALL -
REGULAR FULL-TIME & REGULAR PART-TIME NURSES**

13.01 All cases of lay-off shall be governed as follows:

- (a) Temporary nurses will be laid off first prior to regular full-time and regular part-time nurses, regular full-time and regular part-time nurses will be laid off separately. Nurses in affected classifications will be laid off in reverse order of their seniority within their home location, provided that nurses who are entitled to remain based on their seniority are able to perform the remaining available work.
- (b) i) The Employer shall provide the local representative identified by the Union and the Labour Relations Officer with sixty (60) calendar days notice of lay-off.

- ii) Meet with the Union's negotiation team and the Labour Relations Officer to review the reasons causing the lay-off, approximate number of nurses that will be affected, and the method of implementation.
 - iii) Any agreement between the Employer and the Union resulting from the review above concerning the method of implementation will take precedence over the terms of this Article.
 - iv) Notice of lay-off to the individual nurse(s) may run concurrently with notice to the Local Representative identified by the Union and the Labour Relations Officer.
 - v) In any event, the notice or lay-off referred to in iv) and i) above shall not be less than what is required under the provisions of the *Employment Standards Act* (ESA).
- (c) Following the provision of notice of layoff to the Union pursuant to Article 13.01 (b) i), and before issuing notice of layoff to individual nurses, the Employer will make offers of voluntary severance in accordance with the following conditions:
- i) The Employer will first make offers in order of seniority in the department(s) where layoffs would otherwise occur to nurses (excluding casual and temporary) eligible for early retirement under the Employer pension plan (including regular part-time, if applicable, whether or not they participate in the Employer pension plan). Further, these offers will be made to nurses in the same department/program, classification and status as those who would otherwise be given notice of layoff.
 - ii) Should an insufficient number of nurses volunteer pursuant to (i) above, the Employer will then make offers to all other nurses (excluding casual and temporary) in the same department/program, classification and status as those who would otherwise be given notice of layoff.
 - iii) The number of voluntary severance offers that the Employer approves will not exceed the number of nurses who would otherwise be laid off. The Employer shall grant requests for voluntary severance in order of seniority, subject to (i) and (ii) above, provided that operational requirements are maintained to the sole satisfaction of the Employer. A nurse may not revoke their acceptance of a voluntary severance offer once they are approved by the employer.

- iv) A nurse who is approved for voluntary severance shall receive, following completion of the last day of work, a severance payment of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' salary. In the case of regular part-time nurses, the severance payment will be calculated by determining the average weekly salary earned by the nurse in the twenty (20) week period immediately preceding the date of layoff.
- (d) A nurse who is notified of a lay-off may:
- i) accept the lay-off; or
 - ii) displace another nurse who has lesser seniority and is the least senior in the bargaining unit at any location and whose work the nurse, subject to lay-off, is qualified to perform; or
 - iii) opt to receive severance payment of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' salary. In the case of regular part-time nurses, the severance payment will be calculated by determining the average weekly salary earned by the nurse in the two (20) week period immediately preceding the date of layoff.
- (e)
- i) Nurses who displace other nurses as provided for in Article 13.01 (d) ii) above and nurses who have been recalled from lay-off shall be provided orientation (training) if required. The length of such orientation (training) shall be determined by the Employer as per the established guideline set out for orientation.
 - ii) A nurse who has been displaced will be notified of lay-off in writing, in accordance with ESA, and may exercise the options as outlined in Article 13.01 (c) above.
- (f) Where a nurse transfers to another position following a lay-off, such nurse will be able to return to their former position provided such vacancy occurs within one (1) year. Training will be provided as in Article 13.01 (d) i) above.
- (g) No new nurses will be hired when there is a nurse(s), either regular full-time or regular part-time, on lay-off who is qualified, willing and able to perform the available work.

13.02 Recall From Lay-off

- (a) Regular full-time and regular part-time nurses shall be recalled separately, in the order of their seniority subject to Article 10.04 (c), at the Centre or at the region they are employed, provided they are willing and able to perform the available work. Recall shall be by registered mail forwarded to the last address on record with the Employer.
- (b) Nurses on lay-off may notify the Employer, in writing, of their interest in accepting occasional vacancies and/or temporary vacancies which may arise. Seniority and service will accrue during periods of temporary or occasional work.

(c) Regular Full-Time Nurses

A regular full-time nurse(s) who is laid off shall be given an opportunity to apply for a regular part-time position before any new nurse(s) is hired into such position. Nurses on lay-off shall be notified of any vacant bargaining unit position that is required to be filled by the Employer. Notification shall be by registered mail forwarded to the last address on record with the Employer.

Regular Part-Time Nurses

A regular part-time nurse(s) who is laid off shall be given an opportunity to apply for a regular full-time position before any new nurse(s) is hired into such position. Nurses on lay-off shall be notified of any vacant bargaining unit position that is required to be filled by the Employer. Notification shall be by registered mail forwarded to the last address on record with the Employer.

- (d) In case of lay-off, nurses will not accrue seniority and will not be entitled to any provisions of this Agreement except as outlined in Article 13.01 and Article 13.02 above. Upon resumption of duty the nurse's service, anniversary increment date, vacation and sick leave entitlement shall be adjusted by the same amount of time as the lay-off.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 Absence Without Pay

- (a) All applications for leave of absence without pay, unless otherwise indicated herein, shall be made in writing to the Department Manager or designate six (6) weeks in advance, except in extenuating circumstances, in order that staff substitutions may be arranged.

Applicants shall indicate in their application the date of departure and date of return. The Employer will give the nurse a written reply within five (5) working days of the request.

- (b) In the case of leaves of absence without pay in excess of thirty (30) calendar days, regular full-time nurses shall cease to accrue seniority, service credits, sick leave, vacation, paid holidays and staff benefits. Resumption of accrual of these rights and benefits shall recommence upon their return to duty from their leave of absence. The regular full-time nurse's increment date shall also be adjusted by the same amount of time as the leave of absence and the new increment date shall prevail thereafter. Contribution of the Employer and the nurse to the Canadian Blood Services Pension Plan will be in accordance with the rules and regulations of the Plan.
- (c) In the case of a regular full-time nurse, the Employer shall keep in effect the nurse's insured benefit plans in which they are currently enrolled, except pension, 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 share) of all insured benefits which they are entitled to participate in during the period of absence.
- (d) Written requests for personal leave of absence without pay will be considered on an individual basis by the Employer.
- (e) The Employer shall allow time off without pay to other than regular full-time nurses, to attend medical, dental and legal appointments when such appointments cannot be arranged outside of working hours. The Union agrees that nurses shall give reasonable notice in advance when requesting time off to attend such appointments.
- (f) Education Leave

Leave of absence without pay, for purposes of further education directly related to the nurse's employment may be granted by the Employer. The nurse must apply in writing to their immediate supervisor five (5) weeks in advance and upon request provide evidence that they are registered in the course.

14.02 Leave of Absence With Pay

(a) Compassionate Leave With Pay

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

- i) attending and/or making arrangements for the funeral of the nurse's spouse (common-law / same gender relationship that has been maintained for at least one year included), child, mother, father, brother, sister, legal guardian, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law - up to five (5) days with pay.
- ii) attending to serious illness (where loss of life may be involved) in the nurse's immediate family namely: spouse (common-law/same gender relationship that has been maintained for at least one year included), legal guardian, parent, child, brother, sister, parent-in-law - an aggregate of five (5) days with pay per year.

Substantiation of a serious illness shall be furnished by the nurse as requested by the Employer.

- iii) attending and/or making arrangements for the funeral of the nurse's sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or spouse's grandparent – one (1) day with pay. The provision for sister-in-law and brother-in-law shall only apply in cases where there is a current relationship at the time of the death.
- iv) Compassionate leave with pay shall be limited to their posted and scheduled hours of work on such days.
- v) The Employer may grant additional days for the any of the above leaves without pay at their sole discretion.

(b) Jury/Court Duty

If a nurse is required to serve as a juror in any court of law or coroner's inquest proceeding or required by subpoena or summons to attend a court of law, arbitration hearing 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:

- i) notifies the Employer immediately upon their notification that they will be required to attend court or coroner's inquest;
- ii) presents proof of service requiring their attendance; and
- iii) promptly repays the amount (other than expenses) paid to them for such service or attendance, to the Employer.

iv) Such leave with pay shall be limited to their posted and scheduled hours of work on such days.

(c) Appointment Leave - Regular Full-Time Nurses

Each full-time employee will be allowed up to a maximum of twenty-two point five (22.5) hours with pay per fiscal year to attend medical, dental, and legal appointments when such appointments cannot be arranged outside of working hours. The Union agrees that due to scheduling, employees shall have to give six (6) weeks' advance notice in writing except under extenuating circumstances when requesting time off to attend such appointments.

(d) Personal Leave

A regular full-time nurse may take three (3) days per fiscal year from their sick bank for care of their child or parent, or for a situation that requires the nurse's immediate personal attention. Proof may be requested by the employer.

(e) Wedding Leave - Regular Full-Time Nurses

The Employer shall grant a regular full-time nurse three (3) consecutive working days off with pay during the week immediately prior to their marriage or thereafter, subject to five (5) weeks written notice in advance. The three (3) working days' leave with pay may be added to any period of annual leave available or may be taken separately at the nurse's option. In any case the said leave must be taken in consecutive days and no later than March 31st of the subsequent year or twelve (12) months following the nurse's wedding whichever occurs first.

(f) Wedding Leave - Regular Part-Time Nurses

The Employer shall grant a regular part-time nurse fifteen (15) hours off with pay during the week immediately prior to their marriage or thereafter, subject to five (5) weeks written notice in advance. The fifteen (15) hours leave with pay may be added to any period of unpaid annual leave available or may be taken separately at the nurse's option. In any case, the said leave must be taken in consecutive days and no later than March 31st of the subsequent year or twelve (12) months following the nurse's wedding, whichever occurs first.

14.03

Union Leave

(a) Any member of the Union who is attending Union activities, shall upon making the request five (5) weeks in advance (two [2] weeks in advance in case of extenuating circumstances), be granted a leave of absence without pay. The maximum time off for the Union activities shall be a total of forty (40) working days per calendar year and no more than one (1) nurse may be absent from scheduled work at any one time. The Employer agrees, however, that three (3) continuous days of leave of absence without pay may be granted (four [4] days without pay in the case of the ONA Annual Meeting) 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. Requests for Union activities will not be unreasonably requested or denied. During such leave, the nurse's salary and applicable benefits or pay in lieu of benefits, excluding Workplace Safety Insurance coverage, shall be maintained by the Employer. The Employer will bill the Local Treasurer in a timely fashion, and the Local Treasurer will reimburse the Employer in a timely fashion.

(b) President, ONA

Any member of the Union who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave of absence without loss of seniority and benefits for up to two (2) consecutive terms, provided five (5) weeks advance written notice is given. During such leave of absence, salary and benefits or pay in lieu of benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such gross salary and Employer contributions to benefits or pay in lieu of benefits. The nurse agrees to notify the Employer of their intention to return to work in writing within five (5) weeks following termination of office.

(c) Board of Directors

Any member of the Union 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 as requested without loss of seniority and benefits up to a total of fifty-five (55) working days annually, provided five (5) weeks advance written notice is given, except in extenuating circumstances however, subject to operational requirements and provided that such request shall not be unreasonably withheld. During such leaves of absence salary and benefits or pay in lieu of benefits will be kept whole and the Union agrees to reimburse the Employer for such nurse's gross salary and Employer contributions to benefits or pay in lieu of benefits.

- (d) i) In the case of regular and temporary full-time nurses, any leave of absence for Union business shall be paid at straight time outside the averaging period, and such hours will not result in overtime.
- ii) In the case of other than regular full-time nurses, the applicable weekly or daily pay referred to in this Article (14.03) shall be calculated based on the average number of hours worked per week or day in the four (4) week period immediately prior to the receipt of the request from the nurse by the Employer.

(e) ONA Staff Leave

Upon application in writing by the Union to the Employer, an unpaid leave of absence may be granted to an employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of 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 – PREGNANCY/PARENTAL/ADOPTION LEAVE

15.01 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 in accordance with the provisions of the *Employment Standards Act of Ontario*.
- (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 of thirty-five (35) weeks, must commence their parental leave immediately following the end of their pregnancy leave. The nurse shall notify the Employer in writing of their intention to take parental leave at the same time they are requesting pregnancy leave under Article 15.01 (b) above.
- (d) The nurse shall re-confirm 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 five (5) 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. If neither is available, the nurse shall be laid-off in accordance with Article 13 of this Agreement.

(e) Seniority and Service

i) Regular Full-Time Nurses

Seniority and service shall continue to accrue during pregnancy leave and the nurse will continue to accrue vacation and sick leave, however they will not be paid for named holidays occurring during such leaves of absence.

ii) Regular Part-Time Nurses

Seniority and service shall continue to accrue during pregnancy leave, however, the nurse will not be paid vacation pay nor will they be paid for named holidays occurring during such leaves of absence. Seniority during pregnancy leave shall be calculated on the basis of the average number of weekly hours the nurse has worked in the twenty-six (26) weeks immediately prior to the leave.

(f) Benefits Program and Pension Plan

During the nurse's pregnancy leave, the nurse may continue to participate in the benefits plan they are enrolled in immediately prior to commencing their leave, and the pension plan, as applicable, 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 and pension contributions.

- (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 return to employment.
- (h) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, the nurse shall be credited with seniority from date of hire subject to successfully completing their probationary period.
- (i) The Employer may request a nurse to commence pregnancy leave at such time as the duties of their position cannot reasonably be performed by a pregnant person or the performance or non-performance of their work is materially affected by the pregnancy.

15.02 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 the 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) The nurse shall advise the Employer in writing two (2) weeks in advance of the date the parental, adoption 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 dates originally approved in subsection (b) above by written notification to be received by the Employer at least five (5) 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. If neither is available, the nurse shall be laid-off in accordance with Article 13 of this Agreement.

(d) Seniority and Servicei) Regular Full-Time Nurses

Seniority and service shall continue to accrue during parental/adoption leave and the nurse will continue to accrue vacation and sick leave, however they will not be paid for named holidays occurring during such leaves of absence.

ii) Regular Part-Time Nurses

Seniority and service shall continue to accrue during parental and adoption leave, however, the nurse will not be paid vacation pay nor will they be paid for named holidays occurring during such leaves of absence. Seniority during parental/adoption leave shall be calculated on the basis of the average number of weekly hours the nurse has worked in the twenty-six (26) weeks immediately prior to the leave.

(e) Benefits Program and Pension Plan

During the nurse's parental/adoption leave, the nurse may continue to participate in the benefits plan they are enrolled in immediately prior to commencing their leave, and the pension plan, as applicable, 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 and pension contributions.

(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 return to employment.

(g) Nurses newly hired to replace nurses who are on approved parental/adoption leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, the nurse shall be credited with seniority from date of hire subject to successfully completing their probationary period.

15.03 Pregnancy/ Parental/ Adoption Supplemental Employment Benefit

Pregnancy/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 pregnancy and/or

parental/adoption leave, and who is in receipt of Employment Insurance (EI) maternity or parental benefits.

Pregnancy Supplemental Employment Benefits

A nurse, who is in receipt of Employment Insurance (EI) pregnancy benefits pursuant to the *Employment Insurance Act*, shall be paid a Supplemental Employment Benefit (SEB) that is equivalent to the difference between the gross weekly EI benefits 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 one (1) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the nurse is in receipt of EI pregnancy benefits for a maximum of fifteen (15) weeks.

The Employer will pay seventy-five percent (75%) of the nurse's regular weekly rate of pay for the one (1) week waiting period required for pregnancy benefits under the *Employment Insurance Act*.

Parental/Adoption Supplemental Employment Benefit

A nurse, who is in receipt of Employment Insurance (EI) parental benefits pursuant to the *Employment Insurance Act*, shall be paid a Supplemental Employment Benefit (SEB) that is equivalent to the difference between the gross weekly EI benefit the nurse is eligible to receive and seventy-five percent (75%) of the nurse's regular weekly rate of pay. This SEB payment shall commence following completion of any required EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the nurse is in receipt of EI parental benefits for a maximum of ten (10) weeks.

If a waiting period is required for parental benefits under the *Employment Insurance Act*, the Employer 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.

Supplemental Employment Benefit (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 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.

ARTICLE 16 – PROFESSIONAL DEVELOPMENT AND EDUCATION PROGRAMME

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

- (a) an orientation programme;
- (b) a staff in-service educational programme. When a nurse is required by the Employer to attend in-service educational programmes 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;
- (c) a periodic written performance evaluation programme;
- (d) staff attendance at professional nursing association meetings, short term workshops or conferences relevant to the nurse's work, subject to financial constraints.

16.02 Professional leave with pay will be granted to regular full-time and temporary full-time nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses. In the case of other than regular full-time nurses leave with pay shall be granted in accordance with Article 14.03 (d).

To receive paid leave under this provision, the nurse must remit to the employer any wages, stipends or payments received from the College of Nurses (excluding payments for expenses, such as meals, transportation or lodging). Should the nurse elect not to do so such leave will be granted without pay.

ARTICLE 17 – WORKPLACE SAFETY AND INSURANCE BOARD

17.01 All nurses included in this Agreement shall continue to be covered by the provisions of the *Ontario Workplace Safety and Insurance Act*.

17.02 WSIB - Regular Full-Time Nurses

- (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 receive eighty-five percent (85%) of their regular salary from the Employer, less regular deductions, provided they assigns over to the Employer their compensation payments due from the Workplace Safety and Insurance Board for 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 benefits plans.
- (c) If the claim is not approved by WSIB the Employer agrees to pay the nurse the difference between eighty-five percent (85%) and the actual sick leave benefits and/or vice versa.
- (d) 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.
- (e) When a nurse is absent on Workplace Safety and Insurance leave, all provisions of this Agreement will continue to apply, except as stated under Article 17.02 (f) below, until the nurse is declared permanently unfit to perform their regular duties subject to Article 17.03 below.
- (f) A nurse who is absent on a Workplace Safety and Insurance leave will not accrue annual vacation, sick leave and designated paid holidays with pay during the entire period of absence. However, seniority and service credits for the purpose of calculating future vacation entitlement and sick leave 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.

- 17.03 (a) A nurse who has been on staff for more than one (1) year, and is declared unfit to perform the essential duties of their regular job shall lose their seniority and employment two years after the date of the accident or one year after the Notice of Fitness of Essential Duties from the Workplace Safety and Insurance Board has been received, whichever occurs first. Seniority and employment shall also be lost on the date as of which a nurse is certified fit to return to work and they fail to do so.

- (b) 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.
 - (c) A temporary nurse shall be terminated at the expiry of their contract date.
- 17.04 All accidents must be reported immediately by the nurse to their supervisor and submit the completed accident report to their supervisor. The nurse will be provided with a copy of the accident report.
- 17.05 Nurses are required to provide the Employer, as far in advance as possible, with a written notice of readiness to return to work.
- 17.06 (a) Nurses returning to work from an illness or injury compensable under Workplace Safety and Insurance and if the nurse is unable to carry out the regular functions of their position, they will be assigned modified duties if such is available, as required by a medical certificate.
- (b) The Employer and the Union agree to consult throughout the process.

ARTICLE 18 – WORKING ENVIRONMENT

- 18.01 The Employer shall undertake to impress upon the organizers of the donor clinics the importance and necessity of providing suitable changing facilities, rest and work areas, where clinics are to be conducted. Moreover, the Employer further undertakes to impress upon the organizers of the donor clinics the importance of keeping such clinics at a reasonably normal temperature.

ARTICLE 19 – SICK LEAVE

- 19.01 Nurses must observe all of the following regulations:
- (a) It is agreed that where possible nurses will give the employer as much notice as possible of illness or accident that will prevent them from presenting themselves for work. It is also agreed that nurses will notify the employer no later than 7:00 a.m. for any shift starting at or before 10:00 a.m. and will give the employer three (3) hours notice for any shift starting after 10:00 a.m., unless there are extenuating circumstances.

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

- (d) When a nurse at the time sick leave commences has, through earlier use of sick leave credits, less than seventy-five (75) days of credits, additional sick leave will be provided, if required, to bring the total period of sick leave available to a maximum of seventy-five (75) days at sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) pay.
- (e) When a nurse returns to active employment following a period of sick leave as provided under (d) above, credits up to a maximum of seventy-five (75) days at sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) will again be made available after the following intervals:
- i) one (1) month after return to active employment in the case of a new disability; or
 - ii) three (3) months after return to active employment in the case of a recurrence of the same disability.
- (f) If a nurse becomes ill or injured during their vacation period, they may request the application of available sick leave credits to cover such sick absence, provided that:
- i) the illness or injury causing the nurse's disablement takes more than five (5) days;
 - ii) the Employer is immediately notified of such illness or injury; and
 - iii) 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 rescheduled to a time mutually agreed to between the nurse and the Employer.

- (g) Upon termination of employment all sick leave shall be cancelled and no payment shall be due therefore.
- (h) If sick leave credits have been exhausted and additional time is recommended by the attending physician for treatment or recuperation, a leave of absence without pay may be granted in accordance with Article 14, up to a maximum of three (3) months. Service with the Employer will be taken into consideration in determining the granting of such leave.
- (i) Recovery of any expenditure by the Employer on behalf of the nurse's share of medical, hospital or any other insurance plans will be made on return to duty. Contributions of the Employer and the nurse to the Pension Plan will be in accordance with the rules and regulations of the Plan.

19.03 A regular part-time nurse will be paid two percent (2%) of regular straight time earnings in lieu of sick leave credits.

ARTICLE 20 – HOURS OF WORK

20.01 Regular and temporary full-time nurses shall work an average of seventy-five (75) hours over a designated two-week period. The average work day shall consist of seven point five (7.5) hours and the average work week shall consist of thirty-seven point five (37.5) hours.

It is understood that if any regular or temporary full-time nurse should work less than seventy-five (75) hours in any bi-weekly averaging period due to unavailability of work, they shall be paid their full bi-weekly salary.

- 20.02 (a) The Employer shall provide an unpaid meal period for nurses who are scheduled to work as follows:
- i) up to and including five (5) hours - no meal period; or
 - ii) more than five (5) hours up to and including seven point five (7.5) hours – thirty (30) minute meal period; or
 - iii) more than seven point five (7.5) hours or more but less than ten point five (10.5) hours – sixty (60) minute meal period; or

- iv) ten point five (10.5) hours or more – ninety (90) minute meal period (this meal period may be scheduled as more than one (1) meal break).
- v) Any additional meal period that must be provided under legislation shall be thirty (30) minutes in duration. Such meal period will be scheduled at a time as determined by the Employer taking into account operational requirements and employee needs.

(b) Should the nurse be recalled to duty during their meal period, equivalent time shall be provided later in the day. If this is not possible the nurse shall be paid at one point five times (1.5x) their straight time hourly rate for time worked and this compensation shall be over and above the seventy-five (75) hour averaging period.

(c) Scheduled work shall be exclusive of meal periods.

20.03 The meal period for all clinic staff shall be given between the hours of 11:00 a.m. and 2:30 p.m. for lunch, and between the hours of 4:00 p.m. and 7:00 p.m. for dinner. If the day's work is concluded prior to 1:30 or 6:30 p.m., no lunch period nor dinner period need be provided unless otherwise required by legislation.

20.04 (a) Nurses shall be provided with a paid rest period of fifteen (15) minutes during each work shift of four (4) hours or more but less than seven point five (7.5) hours. However, for every seven point five (7.5) hours worked in a day, exclusive of any meal period, each nurse shall receive two (2) paid rest periods of fifteen (15) minutes each; provided that for each additional three (3) consecutive hours worked in a day another paid rest period of fifteen (15) minutes shall be provided.

(b) Nurses who are authorized to work their rest period or be called back to work, such time shall be credited with fifteen (15) minutes in lieu and in addition, a nurse shall be paid at premium of point five (.5) for the time worked outside their averaging period.

20.05 There shall be a rest period of at least eleven (11) hours between the cessation of work on one (1) day and the commencement of work on the next day. Should the Employer require the nurse to work within this eleven (11) hour rest period, the nurse shall be credited at one point five times (1.5x) their straight time hourly rate for all hours worked on the subsequent shift. In the case of regular and temporary full-time nurses, this premium of one point five times (1.5x) their straight time hourly rate shall be paid over and above the nurse's averaging period.

- 20.06 For purposes of calculation of work time credits, any nurse scheduled for work but does not report for work, shall be deducted the equivalent number of scheduled hours.
- 20.07 Evening Premium
- Effective April 1, 2023, a nurse shall be paid a premium of two dollars and ninety-eight cents (\$2.98) for each hour worked between 5:00 p.m. on one day and 7:00 a.m. on the next day.
- 20.08 In the event that nurses have to remain out-of-town due to breakdown or weather conditions, such nurses will be reimbursed for accommodation expenses. The provisions of Article 27.01 and Article 28.01 will also apply.
- 20.09 (a) There shall be no shifts of less than four (4) hours, except for in-service and training sessions.
- (b) Attendance at staff meetings on unscheduled days shall not be mandatory.
- (c) An other than full-time nurse who is scheduled for less than four (4) hours shall be paid a minimum of four (4) hours pay at their regular straight time hourly rate.

ARTICLE 21 – SCHEDULING REGULATIONS

- 21.01 The employer will schedule full-time nurse two (2) consecutive days off per week.
- Part-time nurses shall be scheduled four (4) days off (without pay) over a designated two-week period, two (2) of which shall be consecutive and one (1) of the consecutive days shall be a Sunday.
- 21.02 On long weekends occasioned by designated paid holidays, the nurses agree that their days off may not necessarily be consecutive.
- 21.03 On-call or standby duties if required shall be assigned on a rotation basis among all nurses as equitably as possible, it being agreed between the parties to this Agreement that:
- (a) "On-call (or "standby") 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) On-call duty on Saturday and Sunday shall be assigned to the same nurse.

- (c) A nurse assigned to on-call duty shall receive on-call pay at the rate of three dollars and forty-five cents (\$3.45) per hour for the period of scheduled on-call, five dollars and five cents (\$5.05) per hour on paid holidays). On-call pay shall cease when the nurse in response to a call-back works during the scheduled on-call period. Such work shall be paid in accordance with Article 22.03 of this Agreement.
- (d) A nurse on standby 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 forty-three dollars (\$43.00) or to such greater amount as the Employer may in its discretion determine for their travel or as per Employer policy whichever is greater.

21.04 Call In

Where an employee is contacted by the Employer outside the workplace prior to the starting time of their next scheduled shift, in circumstances where such contact is considered to be a “call back to work” but the employee is not required to physically attend at the workplace, the employee shall be paid one point five times (1.5x) their basic hourly rate for time spent on the call and the completion of any required paperwork.

- 21.05 (a) Any work to be performed on a Friday evening, Saturday or Sunday shall be assigned on a rotational basis separately among all whole blood nurses and separately among all nurses hired in Specialty Services (Autologous and Apheresis).
- (b) At the request of a regular full-time or temporary full-time nurse who is scheduled to work on a Saturday or Sunday, the Employer shall endeavour to schedule the following two (2) days off based on operational requirements.

21.06 Weekend Premium

A nurse shall be paid a premium of three dollars and fourteen cents (\$3.14) per hour in addition to their applicable hourly rate of pay for each hour, or portion thereof worked between 24:00 hours on Friday to 24:00 hours on Sunday when the Saturday and/or Sunday is scheduled as part of the nurse’s regular work week.

- 21.07 Work schedules shall be posted four (4) weeks in advance. On weeks where Monday is a paid holiday as per Article 23, schedules will be posted on the next business day provided that where circumstances exist which if left unattended, would jeopardize blood collection operations, or in cases of staff replacement a change may be made.

21.08 Out-of-town mobile clinics for clinic nurses working out of the Ottawa Centre and Kingston Perm Site respectively shall be scheduled on an equitable basis, subject to operational requirements and provided that scheduled hours are commensurate with the nurses Full-Time Equivalent (FTE).

21.09 Other than Full-Time Nurses

All scheduled hours will be paid as per the posted schedule, unless the nurse volunteers to leave early.

When a 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.

21.10 Where less than twenty-four (24) hours notice is given to the part-time nurse for the cancellation of a shift, one point five times (1.5x) the nurse's straight time hourly rate will be paid on the nurse's next shift worked.

This article will not apply where a replacement shift of equal or greater length on the same day has been offered to the nurse.

ARTICLE 22 – OVERTIME AND CALL BACK

22.01 (a) If a regular or temporary full-time nurse should work in excess of seventy-five (75) hours in the designated two (2) - week averaging period, they shall be paid overtime for such excess hours worked at the rate of one point five times (1.5x) their basic hourly rate.

(b) Casual, regular and temporary part-time nurses shall be paid overtime at the rate of one point five times (1.5x) their basic hourly rate for all hours worked in excess of the posted and confirmed schedule or seven point five (7.5) hours whichever is greater.

22.02 (a) Nurses required by the Employer to work on their scheduled day(s) off, shall be entitled to pay at the overtime rate of one point five times (1.5x) for all hours so worked. In the case of regular and temporary full-time nurses such hours shall not be included in the averaging period.

(b) Other than a regular or temporary full-time nurse who is called in to work on an unscheduled work day will be paid their regular straight time hourly rate for all hours worked.

22.03 A nurse who is called back from on-call or is requested to return to work after the completion of their shift shall be paid a premium at the rate of one point five times (1.5x) their straight time hourly rate for all hours worked during such period or for four (4) hours at one point five times (1.5x),

whichever is greater. In the case of regular and temporary full-time nurses' hours worked on call-back shall not be included in the averaging period.

- 22.04 In the case of regular or temporary full-time nurses, time off in lieu of pay for overtime worked or call back in accordance with Article 22.03 (calculated at the appropriate overtime or call back rate) may be granted by the Employer upon the request of the nurse. The nurse's request to bank such hours must be conveyed to the Department Manager or designate within five (5) working days following the two (2) week averaging period in which the overtime or call back was performed. If such time off cannot be scheduled at a mutually agreeable time within the fiscal year ending March 31st in which it was accumulated the nurse shall receive pay at the appropriate overtime rate for all such overtime hours.
- 22.05 Double (2x) the equivalent hourly rate will be paid to a nurse for all additional hours worked following the completion of seven point five (7.5) hours on a paid holiday or on a nurse's scheduled day(s) off.

ARTICLE 23 – PAID HOLIDAYS

- 23.01 (a) Regular and temporary full-time nurses shall receive the time off with pay on or for the following paid holidays:

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

Regular full-time nurses shall also receive one (1) floating holiday which shall be requested by the nurse five (5) weeks in advance. It is understood that probationary nurses are not entitled to such float holiday. If there is no mutual agreement and as a result such float holiday is not taken by March 31st of the fiscal year, it shall be paid out by the Employer.

- (b) Regular 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 point five percent (4.5%) 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 named holidays.

23.02 Work Performed On a Paid Holiday

- (a) i) When a regular or temporary full-time nurse works on a holiday they shall be credited with all hours worked on that holiday and, further, they shall receive a premium of point five times (.5x) their basic hourly rate over and above the seventy-five (75) hour averaging period. In addition, the nurse shall receive time off equivalent to 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 be scheduled within sixty (60) days when the holiday was worked, the nurse shall be paid for all such hours at straight time in lieu of time off.
- ii) A casual, regular or temporary part-time nurse who is required to work on a named holiday shall be paid one point five times (1.5) their straight time hourly rate for all hours worked on such named holiday, and the nurse shall not receive a day off in lieu of the holiday worked.
- (b) A nurse who works on a named holiday two (2) years in succession shall be paid two times (2x) their straight time hourly rate for all hours worked on such named holiday. The full-time nurse shall receive a day off in lieu of the holiday worked. This Article shall not apply for employee initiated or requested shift changes.

23.03 When a paid 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.

23.04 The Employer shall arrange for paid holidays off to be scheduled equitably among the regular full-time and part-time nurses. The Employer will endeavour to schedule nurses to have consecutive days off at Christmas or New Years. Time off at Christmas shall include either December 24th and 25th or December 25th and 26th, and time off at New Years shall include December 31st and January 1st.

23.05 In order to qualify for pay for a holiday, a regular 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.

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

ARTICLE 24 – VACATIONS

24.01 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 ($1 \frac{1}{4}$) days for each completed calendar month of employment.
- (b) up to four (4) years of service, three (3) weeks (one and one-quarter [$1 \frac{1}{4}$] days per month of service);
- (c) following four (4) years of service, four (4) weeks (one and two-thirds [$1 \frac{2}{3}$] days per month of service);
- (d) following ten (10) years of service, five (5) weeks (two and one-twelfth [$2 \frac{1}{12}$] days per month of service);
- (e) Following twenty (20) years of service, six (6) weeks (two and one-half [$2 \frac{1}{2}$] days per month of service).
- (f) Requests for vacations must be made in writing six (6) weeks in advance, except in extenuating circumstances. The Employer will grant requests, where possible, provided that vacation quotas shall not be unduly restrictive.
- (g)
 - i) Seniority will entitle a nurse to claim no more than two (2) weeks of vacation during prime time. Prime time for the purpose of this article is defined as the period during March Break and the months of July and August.
 - ii) Vacation requests must be submitted by March 1st of the year.
 - iii) In the event of conflicts seniority shall prevail. Seniority rights, however, can only be exercised up to April 1st of the year, after

which vacation schedules confirmed can no longer be disturbed by assertion of seniority rights.

- (h) Prior to leaving on vacation nurses shall be notified of the date and time on which to report for work following vacation.
- (i) It is the understanding of the parties to this Collective Agreement that vacation leave is designed to provide rest for nurses away from the workplace. Consequently, vacation shall be taken in the vacation year it is earned. Vacation outstanding after December 31st, for which no request nor deferment has been made, must be taken by the following March 31st. Scheduling of such vacation shall be by mutual agreement between the manager and the nurse.
- (j) The Employer shall endeavour to not schedule nurses to work or be on call the Saturday or Sunday immediately before, during or after their scheduled vacation.

24.02

- (a) Nurses other than full-time shall be paid on each pay cheque six (6%), eight (8%), ten (10%) or twelve (12%) percent of their gross salary earned in lieu of vacation, whichever percentage is applicable depending on their vacation entitlement as outlined below. "Gross salary" as herein used includes straight time pay, overtime pay, premiums, pay in lieu of holidays as provided for in Article 23.01 of this Agreement, and pay in lieu of benefits as provided for in Article 25.01 of the Agreement.

Nurses shall receive pay in lieu of vacation as follows:

- | | | |
|------|---|-------|
| i) | up to 6000 hours worked | - 6% |
| ii) | from 6001 hours worked or after
4 years, whichever occurs later | - 8% |
| iii) | from 15001 hours worked or after
10 years, whichever occurs later | - 10% |
| iv) | from 30,000 hours worked or after
20 years, whichever occurs later | - 12% |
- (b) After twelve (12) months of continuous service regular part-time nurses may apply for annual vacation without pay depending on their vacation entitlement prorated to regular full-time.
 - (c) Employees wishing to reserve vacation time shall submit their written request on vacation leave forms made available by the Employer, no later than March 1st. The supervisor or designate shall post an approved vacation schedule and respond to the employee in writing

on or before the 31st day of March. Seniority shall entitle a person to claim no more than two (2) weeks of prime vacation time. Prime time in this agreement shall consist of the months of July and August.

- (d) In the event of conflicts seniority shall prevail. Seniority rights as herein mentioned can only be exercised up to April 1st of the year, after which vacation schedules as already confirmed can no longer be distributed by assertion of seniority rights.
- (e) All other requests for vacation must be submitted in writing, on vacation leave forms available by the Employer, six (6) weeks in advance, except in extenuating circumstances. The centre will grant vacation requests wherever possible as operational requirements permit. Employee requests for a vacation made after March 1st shall be answered in writing by the Supervisor or designate within five (5) working days of the request.
- (f) Prior to leaving on vacation nurses shall be notified of the date and time on which to report for work following vacation.
- (g) The Employer shall endeavour to not schedule nurses to work or be on call the Saturday or Sunday immediately before, during or after their scheduled vacation.

24.03 Regular full-time nurses may draw vacation days in advance not to exceed entitlement for the current vacation year. Should any nurse terminate prior to completing the service requirement to each such advanced days, an appropriate deduction at their current salary rate shall be made from their termination cheque.

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

24.05 The vacation year shall be from April 1st of one year to March 31st of the following year.

24.06 Unless mutually agreed otherwise, vacations must be taken in blocks of not less than one week.

24.07 (a) A 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 nurse who has vacation credits not yet taken at the time of transfer to a regular part-time position shall receive pay for such unused

vacation credits, around the time of transfer. However, any prearranged vacation shall be without pay.

24.08 A nurse who is transferred from regular full-time to regular part-time, or vice versa, shall retain and carry with them, their service credits for the purpose of calculating future vacation.

24.09 Vacation Deferment

- (a) Vacation time earned during the current vacation year may be allowed to be deferred to the next vacation year, once every two (2) vacation years, staffing requirements permitting, provided that:
- i) the vacation to be deferred must not be more than five (5) working days of the vacation year's entitlement;
 - ii) requests for vacation deferment must be submitted in writing by the employee to their department supervisor no later than November 30th of the vacation year in which the vacation is being earned. Response to requests for deferment shall be made not later than December 31st.
 - iii) such deferred vacation cannot be scheduled during prime time as defined in Article 24.01 (g) and must be taken before December 31st of the vacation year following that in which it was earned; otherwise it shall be either scheduled or paid out by March 31st at the discretion of the Employer.
- (b) It is understood that vacation deferment may be allowed, at the discretion of the Employer. If an employee is still on probation on March 31st of the vacation year in which they were initially employed, vacation earned may be deferred with the approval of the manager. Such deferred vacation shall be scheduled by June 30th of the next vacation year.

24.10 Vacation shall be granted on an equitable basis between the full-time and part-time nurses.

ARTICLE 25 – BENEFITS PROGRAM

25.01 Regular Full-Time and Regular Part-Time Nurses

- (a) When the enrolment and other requirements of the insurer for group participation have been met, the Employer shall sponsor group plans for the prepayment of hospital and medical care and extended health care, and shall pay a portion of the cost as set out below.

- (b) In respect of a group plan for the prepayment of supplementary hospital (semi-private accommodation) and extended health care benefits, including vision care of two hundred dollars (\$200.00) each twenty-four (24) months, effective December 1, 2002, the portion of the cost payable by the Employer on behalf of each participating nurse shall be one hundred percent (100%) of the subscription rate (for either a single person or for a family as the case may be), under the carrier's plan.
- (c) Nurses shall enrol in the Group Life Insurance Plan (with options of Group Life for Dependents, and on Accidental Death and Disability coverages), and Long Term Disability Plan, in accordance with the provisions and requirements of these Plans. A nurse on Long Term Disability will cease to accrue sick leave and vacation.
- (d) Dental Plan
 - i) Subject to the enrolment and other requirements of the Employer and the insurer for group participation, the Employer shall implement a Dental Plan.
 - ii) All nurses must join the Dental Plan on the first day of the month following the completion of three months of service. Nurses may opt out of this plan only if their spouse has equal or better coverage through their Employer.
 - iii) The Employer shall pay sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of the premium cost for each participating nurse with the nurse paying the remaining thirty-three and one-third percent ($33 \frac{1}{3}\%$).
- (e) The Employer may at any time substitute another carrier(s) to underwrite any plan(s) herein provided that the benefits under the plans are not in any way reduced.
- (f) The Employer agrees to provide each nurse with an explanatory booklet on all the above benefits program.

25.02

- (a) Eligibility to participate in the benefits plan for regular part-time nurses, requires that they work an average of eighteen point seven-five (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 point seven-five (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 (3) months of service. Ineligible nurses will be paid in accordance with Article 25.03 below.

25.03 Regular part-time nurses who are not eligible for benefits in accordance with Article 25.02 above shall receive six point five percent (6.5%) of their individual straight time earnings, in lieu of benefits. The hours of work will be reviewed in January of each year to determine eligibility.

25.04 Temporary & Casual Nurses

(a) On each pay cheque, nurses shall be paid, in addition to their basic regular rate of pay, twelve point five percent (12.5%) of their individual straight time earnings (i.e. applicable straight time earnings, exclusive of overtime pay, all premiums, pay in lieu of holidays as provided for in Article 23.02 of this Agreement, and pay in lieu of annual vacation as provided for in Article 24.02 (a) of this Agreement), in lieu of all fringe benefits (including health, dental, welfare, sick leave, and pension plans applicable to regular full-time nurses), except those to which any of these categories of nurses are eligible under this Collective Agreement.

(b) Should any nurse become eligible for and join the pension plan, in accordance with the rules and regulations of such plan, the above percentage in lieu will be reduced by four percent (4%).

25.05 Defined Benefit Pension Plan

(a) Nurses shall enrol in the Pension Plan in accordance with the provisions and requirements of the Plan.

(b) Nurses in the bargaining unit shall participate in accordance with the eligibility provisions of the Employer's Defined Benefit Pension (the "Plan"). The rate at which the nurses 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 nurses and the Employer are described in the Sample Contribution Schedule below.

CBS DEFINED BENEFIT PENSION PLAN

SAMPLE CONTRIBUTION SCHEDULE

<u>Total Annual Cost</u>	<u>Members' Contribution</u>	<u>Employer Contribution Rate</u>
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. The 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 fourteen percent (14%), member and Employer contribution rates will be such that the Employer contribution rate is two percent (2%) greater than the members' contribution rate.
 3. Should total annual cost be set at a level lower than seven percent (7%), member and Employer contribution rates will be such that the Employer contribution rate is equal to the members' contribution rate.
 4. Members' contribution rate and Employer contribution rate should be interpolated from the above table where the total annual cost falls between amounts shown.
- (c) A regular part-time nurse, who has completed their probationary period, and who becomes eligible but does not join the Canadian Blood Services (CBS) Pension Plan in accordance with the rules and

regulations of the Plan, shall receive four percent (4%) of their individual straight time earnings in lieu of pension.

- (d) A regular part-time, nurse who becomes eligible and joins the CBS 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 Article 25.05 (c) above.

ARTICLE 26 – TRANSPORTATION

26.01 When a nurse returns to Ottawa Centre after 10:00 p.m. from a clinic they shall be provided with or reimbursed for taxi fare to their place of residence to a maximum of fifty dollars (\$50). It is understood that pooling arrangements shall be made in case taxi cabs are engaged to transport nurses to their residence and will provide the following payments for up to a maximum of three (3) occupants per taxi (taxi driver excluded).

2nd Nurse: a vehicle maximum of sixty dollars (\$60.00)

3rd Nurse: a vehicle maximum of seventy-five dollars (\$75.00)

- 26.02 (a) Regional nurses will be required to provide their own transportation to mobile clinics. Carpooling may be required.
- (b) Where transportation is not provided by the employer and the nurse is required to provide their own transportation, they shall be reimbursed at the prevailing corporate rate for the distance from the permanent clinic site and return when required to attend mobile clinic outside the city/town limits of their home location.
- (c) Regional nurses shall be credited with paid travel time from the permanent clinic site at their home location and return when required to attend mobile clinics outside the city/town of their home location. Such travel time will be a fixed time period for each mobile clinic as established by the Employer and will be credited to the nurse's hours of work.

ARTICLE 27 – MEAL ALLOWANCE

27.01 All nurses who are officially required to be away from the Ottawa Centre on mobile clinic assignments, outside the boundaries formed by Ottawa, Gatineau, Vanier, Nepean, Gloucester, Kanata, Manotick, and Orleans or in the case of regional nurses who are working at mobile clinics outside the city/town limits of their home location, shall receive a meal allowance based on the following rates:

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

provided that, a claim for meal allowance can be made for:

- (a) allowance for breakfast will only be given commencing on the second day of an overnight mobile clinic;
- (b) lunch, if the time of departure from the Centre on the mobile clinic assignment outside the boundaries described above is 12:00 p.m. or earlier, or the time of return to the Centre is 12:30 p.m. or later and work is scheduled at the Centre;
- (c) dinner, if the time of return to the Centre from the mobile clinic assignment is 6:00 p.m. or later.

ARTICLE 28 – LODGING

28.01 Nurses required by the Employer to be away from their homes overnight shall be lodged a maximum of two (2) to a room. Single accommodation (subject to room availability) will be provided to those employees who request it at a shared cost (50/50) between the Employer and the employee. The Employer reserves the right to recover amounts associated with this Article through a payroll deduction.

ARTICLE 29 – UNIFORMS

- 29.01
- (a) 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 of October 1st of each year. The above allowance shall be paid out to nurses, who have completed their probationary period, on April 1st of each year. Nurses who have been employed for less than twelve (12) months on April 1st shall be paid a prorated allowance.
 - (b) 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 of October 1st. The above allowance shall be paid out to nurses, who have completed their probationary period, on April 1st of each year. Nurses who have been employed for less than twelve (12) months on April 1st shall be paid a prorated allowance.

- (c) The Employer shall provide a safety shoe allowance of one hundred dollars (\$100.00) every two (2) years to all mobile clinic staff who are required to assist with loading and unloading.

ARTICLE 30 – MISCELLANEOUS

- 30.01 The Employer shall provide a bulletin board to be placed in a reasonably accessible location upon which space shall be provided for the exclusive use of the Union. All notices posted shall be signed by an accredited local representative of the Union. The Employer reserves the right to remove posted material objectionable to the Employer.
- 30.02 A copy of this Contract will be printed, and issued by the Employer to all nurses now employed and as employed. The cost shall be borne equally by the parties.
- 30.03 The Employer may grant permission to the Union to hold meetings on the Employer's premises.

ARTICLE 31 – EMPLOYEE FILES

- 31.01 A copy of any evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity, within ten (10) days of the evaluation being completed by the Employer, to add their views to such evaluation prior to it being placed in their file.
- 31.02 Any letter of reprimand, suspension or other sanctions, will be removed from the nurse's file eighteen (18) months following receipt of such letter, suspension or other sanction provided that the nurse's record has been discipline free for such eighteen (18) month period.
- 31.03 Each nurse shall have reasonable access to their files for the purpose of reviewing their contents in the presence of their supervisor. Such requests shall be submitted to the supervisor in writing and in advance. A copy of the evaluation will be provided to the nurse automatically or at their written request.

ARTICLE 32 – COMPENSATION

- 32.01 The salaries in effect during the term of this Agreement shall be those set forth in Schedule "A" attached to and forming part of this Agreement.

- 32.02 A nurse who is temporarily assigned in a classification higher than their own, including classifications outside the bargaining unit, shall be paid a premium of six percent (6%), or portion thereof during such temporary assignment in addition to their regular rate of pay. The nurse will continue to accrue seniority, sick leave, vacation and staff benefits applicable to them under this Agreement. The Employer will advise the nurse of the expected duration of the temporary assignment and such assignment may be extended by agreement between the nurse and the Employer.
- 32.03 Whenever a nurse is assigned the responsibility in a clinic to direct, supervise or oversee work of other nurses, and/or auxiliary staff, they shall be paid a premium of two dollars (\$2.00) per hour in addition to their regular salary. The responsibility pay shall apply to any nurse who oversees the work of the DCA(s) during the seventy-five (75) hour DCA clinic training period and for the one (1) hour (per DCA) spent by the nurses in performing the three (3) month and six (6) month DCA evaluations.
- 32.04 Newly hired nurses shall receive recognition for continuous related nursing experience as follows:
- (a) One (1) annual increment for each one (1) year of continuous related experience up to the maximum salary grid as outlined in Schedule "A";
 - (b) 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.
 - (c) Once established consistent with the above provisions, credit for recent related experience will be retroactive to the new nurse's date of hire.
 - (d) If there has been a break in the nurse's employment of more than two (2) years, then the number of increments to be provided shall be at the discretion of the Employer.

ARTICLE 33 – INCREMENTS

- 33.01 (a) Annual salary increments contained in Schedule "A" shall be paid to each regular full-time nurse on their current anniversary date of employment with the Employer or as amended by the terms of this Collective Agreement.
- (b) A nurse whose status is changed from regular part-time to regular full-time will receive an increment upon completion of nineteen

hundred and fifty (150) hours worked (including hours worked since their last increment in their regular part-time position) or twelve (12) months since their last increment whichever occurs later.

- 33.02
- (a) Regular part-time, temporary part-time and casual nurses shall be entitled to an increment upon the completion of fifteen hundred (1500) hours of work and a further increment upon the completion of each additional fifteen hundred (1500) hours of work up to the maximum increment level outlined in Schedule "A".
 - (b) Temporary full-time nurses shall be entitled to progress to the next step of the salary grid upon completion of one (1) year of service up to the maximum step of the salary grid outlined in Schedule "A".
 - (c) A nurse whose status is changed from regular full-time to regular part-time will receive an increment upon completion of fifteen hundred (1500) hours worked (including hours worked since their last increment in their regular full-time position) or twelve (12) months since their last increment whichever occurs later.

ARTICLE 34 – NEW POSITIONS

- 34.01 When a new position is determined to be within the scope of this Agreement the salary for such position shall be subject to negotiations between the parties.

ARTICLE 35 – RENEWAL AND RETROACTIVITY

- 35.01
- (a) This Agreement shall be for a term from April 1, 2023 and shall continue in full force and effect up to and including March 31, 2025 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to modify or amend this Agreement. Notice by either party desiring to modify or amend this Agreement must be given to the other party in writing not earlier than ninety (90) days before and not later than the expiry date of this Agreement.
 - (b) Nurses who were on staff as of April 1, 2023 and whose employment terminated prior to the signing date of this Agreement shall receive retroactive pay of their basic salary (including overtime and all other premiums) for the period between April 1, 2023, and their termination date.
 - (c) All changes in the Agreement shall take effect on the date of ratification, unless otherwise specifically indicated herein.

- 35.02 Salary rates shall take effect as set out in Schedule "A" of this Agreement on all regular earnings including overtime, all premiums and allowances.
- 35.03 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.
- (a) Any economic adjustments including premiums, 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, 2023 and March 31, 2025 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 six (6) weeks 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 OHA and ONA for the period between April 1, 2023 and March 31, 2025.
 - (c) Any increase to the evening premium shall be applied on the same dates as will be negotiated or arbitrated between OHA and ONA for the period between April 1, 2023 and March 31, 2025.

SCHEDULE "A"**SALARIES**

Classification - Registered Nurse			
Step	Current	April 1, 2023 (3.5%)	April 1, 2024 (3%)
Start	\$35.52	\$37.93	\$39.07
1 Year	\$35.69	\$38.88	\$40.05
2 Years	\$36.28	\$39.86	\$41.06
3 Years	\$38.07	\$41.65	\$42.90
4 Years	\$39.87	\$43.52	\$44.83
5 Years	\$42.12	\$45.70	\$47.07
6 Years	\$44.39	\$47.98	\$49.42
7 Years	\$46.65	\$50.38	\$51.89
8 Years	\$50.85	\$54.37	\$56.00

Classification - Staff Development Associate/Trainer			
Step	Current	April 1, 2023 (3.5%)	April 1, 2024 (3%)
Start	\$36.93	\$39.44	\$40.63
1 Year	\$37.11	\$40.43	\$41.65
2 Years	\$37.74	\$41.46	\$42.71
3 Years	\$39.57	\$43.29	\$44.59
4 Years	\$41.47	\$45.27	\$46.63
5 Years	\$43.80	\$47.52	\$48.94
6 Years	\$46.16	\$49.89	\$51.39
7 Years	\$48.52	\$52.40	\$53.97
8 Years	\$52.87	\$56.53	\$58.22

MEMORANDUM OF UNDERSTANDING**RE: POINT POSITIONS**

The parties agree that, except as outlined in this memorandum, the provisions of the Collective Agreement will apply to all regular part-time whole blood and apheresis nurses excluding nurses at the Kingston Blood Clinic:

1. The Employer has established a number of indefinite positions, as included herein, which shall be identified as 'point' positions. Nurses who are employed under the point system will be scheduled on a biweekly basis between a minimum and maximum range of hours and a maximum number of shifts associated with their point positions.
2. It is understood that nurses who apply for and accept a particular point system position are committed to be available to work the range of hours and the maximum number of shifts associated with their positions, as scheduled by the Employer.
3. It is understood that if a nurse employed under the point system is not scheduled their minimum number of hours over a biweekly period, they shall be paid their minimum number of guaranteed hours.
4. A 'pool' of part-time nurses, outside the point system, will be scheduled hours as required by the Employer. Such pool nurses will commit to be available as scheduled to a minimum of four (4) shifts over a biweekly period. Additional hours which are outside those scheduled for nurses employed under the point system will be assigned to this group in conjunction with their declared availability. The Employer will endeavour to schedule pool nurses on an equitable basis.
5. Overtime will be paid as per Article 22.01 (b) of the Collective Agreement.
6. In the event that it is necessary to discontinue a particular point position, the layoff provisions of Article 13 will apply.
7. The Employer shall endeavour to divide the number of shifts equitably between the two (2) weeks of the pay period.
8. The minimum number of hours will be adjusted by the non-working holidays (e.g. New Years, Canada Day, Christmas, etc.).
9. Annual leave – If one working week is required for vacation, five (5) days of annual leave are necessary to be taken to guarantee five (5) days off. It is understood that the nurse will not be scheduled to work either the Saturday before or after that vacation period.
10. Based on the "Point Position" worked, one (1) week vacation shall utilize one half (1/2) of the workable hours of that regular two (2) week pay period. Upon

return from one (1) week's vacation, the nurse shall be entitled to work the remaining half (1/2) of the workable hours of the pay period.

11. Shifts changes are permitted with the prior approval of the manager. Such changes shall not result in any additional cost to the Employer.
12. Accepted in the pool position is the principle of successive calling per available shift according to seniority to promote equality.

POINT POSITIONS: OTTAWA BLOOD CENTRE

A Point Eight (.8) Position will range between sixty (60) and seventy-two point five (72.5) hours biweekly and will not exceed eight (8) scheduled shifts biweekly unless such additional shifts and resulting hours are mutually agreed to by the nurse and their manager.

A Point Seven (.7) Position will range between forty-five (45) and sixty (60) hours biweekly and will not exceed seven (7) scheduled shifts biweekly unless such additional shifts and resulting hours are mutually agreed to by the nurse and their manager.

A Point Five (.5) Position will range between twenty-five (25) and fifty-five (55) hours biweekly and will not exceed six (6) scheduled shifts biweekly unless such additional shifts and resulting hours are mutually agreed to by the nurse and their manager.

Where all regular part-time nurses have been scheduled equitably up to their point five (.5) (between twenty-five [25] and fifty-five [55] hours by-weekly), extra hours beyond the commitment will then be offered to regular part-time nurses equitably. When there are insufficient hours to continue to distribute equitably, any remaining hours will then be distributed on the basis of seniority by rotation. The above process will be exhausted prior to utilizing temporary part-time nurses, provided the part-time nurse(s) is able to perform the duties required.

A Pool Position is normally scheduled less than twenty-five (25) hours. Such nurses shall commit to be available as scheduled for a minimum of four (4) shifts over a biweekly period.

Note: The number of Point and Pool Positions may vary over time, based on operational requirements.

This Letter of Understanding shall be in force up to and including March 31, 2025

MEMORANDUM OF UNDERSTANDING**RE: CANADIAN BLOOD SERVICES UNIVERSAL BENEFITS PLAN****Without Prejudice or Precedent**

Whereas the parties are interested in creating and maintaining a Universal Benefits Plan which would apply to all eligible employees at Canadian Blood Services (CBS), 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 Article 25.01 - Benefits Program 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 35.01 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 Association.

“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, Ottawa Centre and the Ontario Nurses Association.

**CANADIAN BLOOD SERVICES
UNIVERSAL BENEFITS PLAN**

PLAN FEATURES	
Retirement Division	<ul style="list-style-type: none"> ▪ as per the current retirement division
MAJOR MEDICAL (EXTENDED HEALTH CARE)	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ full-time: 1st of the month following date of hire ▪ part-time: as per the Collective Agreement
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: compulsory (except for opting out provisions as set out in the benefits contract) ▪ dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Deductible	<ul style="list-style-type: none"> ▪ \$15 single/\$25 family deductible for drug expenses ▪ nil for all other expenses
Combined Maximum	<ul style="list-style-type: none"> ▪ unlimited
Coinsurance	<ul style="list-style-type: none"> ▪ 100% ▪ 100% ▪ 100% ▪ 80% professional and paramedical services ▪ 100% for all other expenses
<ul style="list-style-type: none"> ▪ Drugs ▪ Hospital ▪ Vision ▪ Other Eligible Expenses 	<ul style="list-style-type: none"> ▪ 100% ▪ 100% ▪ 100% ▪ 80% professional and paramedical services ▪ 100% for all other expenses
<ul style="list-style-type: none"> ▪ Drug Features 	<ul style="list-style-type: none"> ▪ drugs available only by prescription (plus certain life-sustaining drugs that do not legally require a prescription) with a valid Drug Identification Number (DIN) ▪ pay direct drug card ▪ includes claims management features such as, dynamic maintenance, generic drug substitution, and reasonable and customary pharmacy mark-up and dispensing fee maximums by province
<ul style="list-style-type: none"> ▪ Hospital Room 	<ul style="list-style-type: none"> ▪ private or semi private
<ul style="list-style-type: none"> ▪ Nursing Care 	<ul style="list-style-type: none"> ▪ max \$25,000 per person every 3 years
<ul style="list-style-type: none"> ▪ Paramedical <ul style="list-style-type: none"> – Acupuncture – Chiropractor – Osteopath – Massage Therapist – Naturopath – Physio-therapist – Podiatrist – Psychologist/Social Worker – Speech Therapist 	<ul style="list-style-type: none"> ▪ 80% paramedical services to applicable maximum ▪ max of \$500 per person per year ▪ max of \$500 per person per year ▪ max of \$500 per person per year* ▪ max of \$500 per person per year ▪ max of \$500 per person per year* ▪ max of \$500 per person per year ▪ max of \$500 per person per year* ▪ max of \$1,500 per person per year (effective Oct., 01, 2017) ▪ max of \$500 per person per year
<ul style="list-style-type: none"> ▪ Vision Care 	<ul style="list-style-type: none"> ▪ max of \$250 per person in any 24 consecutive months (frames, lenses, laser) ▪ one eye exam every 2 calendar years (reasonable and customary costs)
<ul style="list-style-type: none"> ▪ Hearing Aids 	<ul style="list-style-type: none"> ▪ max of \$300 per person in any 5 consecutive calendar years
<ul style="list-style-type: none"> ▪ Other 	<ul style="list-style-type: none"> ▪ nursing home accommodation – max \$20 a day ▪ ambulance services to and from the nearest appropriate medical care ▪ medical supplies and services to specified maximums ▪ accidental dental treatment within 6 months of the accident ▪ extra care (wigs or hairpieces up to \$500 lifetime per person)
<ul style="list-style-type: none"> ▪ Emergency Out-of-Country 	<ul style="list-style-type: none"> ▪ emergency medical services ▪ referral treatment

PLAN FEATURES	
	<ul style="list-style-type: none"> ▪ max of \$5 million lifetime per person
<ul style="list-style-type: none"> ▪ Travel Assistance 	<ul style="list-style-type: none"> ▪ included
* Less any amount paid by the government plan	
DENTAL	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ same as Major Medical
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Dental Fee Guide	<ul style="list-style-type: none"> ▪ current in province of residence
Deductibles	
<ul style="list-style-type: none"> Single Family 	<ul style="list-style-type: none"> ▪ nil ▪ nil
Coinsurance	
<ul style="list-style-type: none"> ▪ Part I Preventive ▪ Minor Restorative ▪ Part II Major Restorative 	<ul style="list-style-type: none"> ▪ 100% ▪ 100% ▪ 50%
<ul style="list-style-type: none"> ▪ Part III Orthodontic 	<ul style="list-style-type: none"> ▪ 50% (Eligible Dependent Children only)
Orthodontic Dependent Children Age Basis	<ul style="list-style-type: none"> ▪ under 19 years old
Benefit Maximum	<ul style="list-style-type: none"> ▪ Part I – unlimited ▪ Part II - \$1,500/year ▪ Part III - \$2,500 lifetime
Recall Exam	<ul style="list-style-type: none"> ▪ 6 months
X-Rays	<ul style="list-style-type: none"> ▪ bitewing – once every 6 months ▪ full mouth – once every 24 months
LONG TERM DISABILITY	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: compulsory ▪ dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ less than 4 years of service: 66 2/3% of pre-disability earnings ▪ 4 years of service or more: 75% of pre-disability earnings
Maximum Benefit	<ul style="list-style-type: none"> ▪ \$15,000 a month without Evidence of Insurability, \$23,000 a month with satisfactory Evidence of Insurability as per Manulife.
Qualifying Period	<ul style="list-style-type: none"> ▪ 15 weeks or expiration of sick leave credits whichever is greater
All Source Maximum	<ul style="list-style-type: none"> ▪ 80% of gross pre-disability earnings
Definition of Disability	<ul style="list-style-type: none"> ▪ 2 years own occupation as per Manulife
Indexation of Benefits	<ul style="list-style-type: none"> ▪ no
Pre-existing Condition Clause	<ul style="list-style-type: none"> ▪ yes
BASIC LIFE INSURANCE	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: compulsory ▪ dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Reduction Formula	<ul style="list-style-type: none"> ▪ employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount:

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

PLAN FEATURES	
	<ul style="list-style-type: none">▪ eligible children only: 15% of employee coverage for each eligible child

Effective October 1, 2017

LETTER OF UNDERSTANDING

RE: USE OF PERSONAL VEHICLE

Given that the use of one's own vehicle is a bona fide requirement of nurses working at mobile clinics from time to time, it is the expectation of the parties that those nurses will maintain adequate automobile insurance for such use.

LETTER OF UNDERSTANDING

RE: POSITION OF COORDINATOR, MEDICAL SERVICES, OTTAWA

The parties hereby agree to the following:

1. The position will not be exclusive to the ONA Bargaining Unit. However, in the event a Registered Nurse is the successful candidate to a permanent vacancy, their terms & conditions of employment will be governed by the ONA Collective Agreement. The selection of someone other than an RN for a permanent vacancy shall not be the subject of a grievance.
 2. The current incumbent(s) will be placed on the ONA pay scale for Registered Nurses, with recognition of their related service at CBS and any previous related RN experience as per Article 32.
 3. While the position is held by an RN, any temporary vacancies resulting from approved leaves will be filled by another RN.
-

LETTER OF UNDERSTANDING

RE: INDIVIDUAL SPECIAL CIRCUMSTANCE ARRANGEMENTS

Notwithstanding Article 3.01, the Employer and the Union may agree in certain circumstances that the schedule of an individual full-time nurse may be adjusted to enable an average bi-weekly work assignment of sixty (60) to sixty-five (65) hours. The parties agree to meet within ninety (90) days of ratification to discuss and determine the introduction of a special circumstance arrangement.

The parties agree the overriding principle of this arrangement shall be established by mutual agreement of the Employer and the Union and the nurse affected. The parties agree that the arrangement applies to an individual, not to a position.

MEMORANDUM OF AGREEMENT

RE: PRE-AUTHORIZED PAYMENT FOR PENSION AND BENEFITS

The parties agree that, notwithstanding the payment provisions set out in Articles 14 and Article 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 15.01 – Pregnancy Leave or 15.02 Parental Leave or 17.02 – Workplace Safety and Insurance shall make payment by authorizing the Employer to make the required deductions from the Employee's bank account.

MEMORANDUM OF AGREEMENT

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:

regular hours worked X one hundred twelve point five (112.5) hours X
hourly rate of pay fifty hundred (1500) hours
 - (b) Career transition services as provided for by the Career Bridging Program. The services shall include career assessment tools, planning tools, seminars, and counselling. 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 nineteen hundred and twenty-five dollars (\$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 (date of the ratification).

MEMORANDUM OF AGREEMENT

RE: SCHEDULING COMMITTEE

This is to confirm the discussion of the parties during collective bargaining that they are committed to form a working group to discuss issues of mutual concern related to scheduling. The parties agree to the creation of a scheduling committee which shall

consist of two (2) Employer Representatives and two (2) Union appointed representatives, or such other greater number as may be agreed between the parties. There shall be equal numbers of both parties on the scheduling committee. The parties will meet within sixty (60) days from the date of ratification.

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

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

DATED THIS 30th DAY OF August 2024.

FOR THE EMPLOYER:

Lisa Bruce

Chris Culhane

Nathalie Belec

FOR THE UNION:

Sharleen Corrigan
Labour Relations Officer

Sue Michalowicz
