

COLLECTIVE AGREEMENT

BETWEEN:

**CANADIAN BLOOD SERVICES
TORONTO CENTRE, ONTARIO**
(hereinafter called the "Employer")

AND:

ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Union")

Expiry March 31, 2025

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – DEFINITIONS	1
ARTICLE 2 – PURPOSE.....	1
ARTICLE 3 – RECOGNITION.....	2
ARTICLE 4 – MANAGEMENT RIGHTS.....	2
ARTICLE 5 – NO DISCRIMINATION	3
ARTICLE 6 – STRIKES AND LOCK-OUTS	4
ARTICLE 7 – ASSOCIATION SECURITY.....	4
ARTICLE 8 – NURSE REPRESENTATIVE AND ASSOCIATION COMMITTEES.....	4
ARTICLE 9 – GRIEVANCE PROCEDURE AND ARBITRATION.....	7
ARTICLE 10 – SENIORITY.....	9
ARTICLE 11 – PROBATIONARY PERIOD.....	12
ARTICLE 12 – JOB POSTINGS, ASSIGNMENTS AND PROMOTIONS.....	13
ARTICLE 13 – LAYOFF AND RECALL.....	15
ARTICLE 14 – LEAVE OF ABSENCE.....	17
ARTICLE 15 – PREGNANCY/PARENTAL/ADOPTION LEAVE	22
ARTICLE 16 – PROFESSIONAL DEVELOPMENT AND EDUCATION PROGRAM	26
ARTICLE 17 – RETURN TO WORK.....	26
ARTICLE 18 – ANNIVERSARY INCREMENTS.....	28
ARTICLE 19 – SICK LEAVE WITH PAY (Full-time Only).....	29
ARTICLE 20 – HOURS OF WORK.....	31
ARTICLE 21 – SCHEDULING REGULATIONS	35
ARTICLE 22 – OVERTIME AND CALL BACK	40
ARTICLE 23 – PAID HOLIDAYS.....	41
ARTICLE 24 – VACATIONS	42
ARTICLE 25 – INSURED BENEFITS.....	46
ARTICLE 26 – TRANSPORTATION	48
ARTICLE 27 – MEAL ALLOWANCE	50
ARTICLE 28 – LODGING.....	51
ARTICLE 29 – UNIFORMS.....	51
ARTICLE 30 – BULLETIN BOARD	51
ARTICLE 31 – MISCELLANEOUS.....	52
ARTICLE 32 – COMPENSATION	52
ARTICLE 33 – CREDIT FOR EXPERIENCE	53
ARTICLE 34 – RENEWAL AND RETROACTIVITY	53
Appendix "A"	55
WAGES.....	55
LETTER OF UNDERSTANDING	56
Re: Disclosure And Transmission Of Social Insurance Number	56
MEMORANDUM OF UNDERSTANDING	56
Re: Canadian Blood Services Universal Benefits Plan	56

Canadian Blood Services	57
Universal Benefits Plan	57
LETTER OF UNDERSTANDING	60
Re: Pre-Authorized Payment for Pension and Benefits	60
Re: Donor Screening	61
LETTER OF UNDERSTANDING	62
Re: Acute Care Negotiations.....	62
LETTER OF UNDERSTANDING	63
Re: Working group — Transportation and Meal Allowance	63
LETTER OF AGREEMENT	63
Re: Introduction of National Day For Truth and Reconciliation.....	63

ARTICLE 1 – DEFINITIONS

As used in this Agreement:

- 1.01 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.
- 1.02 “A registered nurse” is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act, 1974.*****
- 1.03 “Association” means the Ontario Nurses' Association.
- 1.04 “Employee” shall mean a registered nurse as defined in 1.01 above.
- 1.05 “A full-time nurse” is one who is employed for an indefinite duration of time to work the prescribed hours as specified in Article 19 of this Collective Agreement.
- 1.06 “Anniversary date for a full-time nurse” is the date of commencement of service as such with the Employer. Annual salary increments for this category of nurse shall be based on this nurse's anniversary date.
- 1.07 A “regular part-time nurse” is one who is employed for an indefinite duration of time but whose scheduled hours of work are less per week than those prescribed in Article 21 of this Collective Agreement for full time nurses.
- 1.08 A “temporary nurse” is one who is employed for a definite duration of time to replace either a regular full-time employee or a regular part-time employee on an anticipated lengthy or prolonged leave of absence or to undertake or assist in undertaking a special project of limited duration.
- 1.09 A “casual nurse” is one who is hired to work occasionally or intermittently.
- 1.10 a) Regional nurses shall be covered by the terms of this Agreement except as otherwise specifically provided herein.
- b) “A Regional Nurse” is one who is hired to work in specific regions/localities outside of Metropolitan Toronto.

ARTICLE 2 – PURPOSE

- 2.01 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 a mechanism for on-going means of communication between the Association and the Employer for the purpose of discussing and resolving matters of mutual interest.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity, including Donor Information Nurses, employed by the Canadian Blood Services, 67 College Street.
- 3.02 The Association and the Employer recognize that all nurses must work in co-operation with one another.
- 3.03 All references to officers, representatives and Committee members in this Agreement shall be deemed to mean officers, representatives and Committee members of the duly chartered Bargaining Unit.
- 3.04 (a) Non-unionized employees shall not perform work normally performed by members of the bargaining unit except:
- i) for purposes of instruction;
 - ii) in the event of an emergency situation and under unusual circumstances due to operational requirements.
- 3.05 A temporary nurse shall not have the right to grieve the termination of their employment on the expiry of the term for which they were hired.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The parties hereto agree that the operations of the Employer entail working methods, hours and processes which are peculiar to it. The parties hereto further recognize that the function of the Employer is that of a public service with a humanitarian purpose.
- 4.02 The parties further acknowledge that it is the exclusive function of the Employer to manage and control the Employer's operations, and without limiting the generality of the foregoing to:
- a) maintain order, discipline and efficiency;
 - b) hire, discharge, transfer, promote, classify, demote, discipline, suspend, layoff, and assign work to nurses, and introduce new or improved methods or facilities, provided that a claim that a nurse has been discharged, suspended or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- c) manage, control, continue, discontinue in whole or in part the Employer's operations, and without restricting the generality of the foregoing, to determine the number of nurses, schedules of activities, kinds and locations of machines and processes to be used and the scheduling and conducting of clinics and deliveries and the determination of their locations, in accordance with the function of the Employer as a humanitarian service.

4.03 Management's rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 – NO DISCRIMINATION

5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of their membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising their rights under the Collective Agreement.

5.02 The Association agrees that there will be no Association activity, solicitation for membership, or collection of Association dues on the Centre premises or during working hours except with the written permission of the Centre or as specifically provided for in this Agreement.

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

5.04 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 Employer's Harassment Policy. Should the outcome not be to the satisfaction of the nurse they may file a grievance under Article 7 of this Agreement.

c) Harassment consists of any objectionable conduct, comment or display that creates an intimidating, hostile or offensive environment on the basis of race, ethnicity, language, financial ability, religion, gender, or sexual orientation, disability or age or any other kind of discrimination which is prohibited by the Ontario Human Rights Code.

ARTICLE 6 – STRIKES AND LOCK-OUTS

- 6.01 The Association agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of operation of this Agreement. The meaning of the word "strike" and the word "lock-out" shall be as defined in The Labour Relations Act, 1995 as amended from time to time.

ARTICLE 7 – ASSOCIATION SECURITY

- 7.01 During the first month of employment, an officer of the Local Association or a Bargaining Unit nurse representative shall be allowed thirty (30) minutes within regular working hours to interview new nurses and to discuss the benefits and duties of Association membership and responsibilities to the Association and to the Employer. Such interviews shall be arranged by the Employer during the orientation period.

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

The Employer shall provide the Association, together with the above, a list showing the names, Social Insurance Numbers subject to the Letter of Understanding attached to this Collective Agreement, addresses, classifications and salaries, of all nurses covered by this Agreement and including therein a specific list of nurses on unpaid leave of absence and of terminations.

- 7.03 The Employer will deduct from each nurse covered by this Agreement such dues monthly, and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.
- 7.04 The Association shall indemnify and save the Employer harmless with respect to all sums so deducted and remitted.
- 7.05 The Employer agrees to provide each nurse with a statement of income and deductions for income tax purposes (T4 Supplementary Slip) which shall include therein the deduction for Association dues.

ARTICLE 8 – NURSE REPRESENTATIVE AND ASSOCIATION COMMITTEES

- 8.01 The Employer recognizes nurse representatives appointed or elected by the Local Association to represent the nurses in their employment relationship with the Employer. The Association shall advise the Employer in writing of the names of such representatives and any revisions thereto,

within five (5) working days of appointments. The Employer shall not be required to recognize or correspond with any representative until the Employer has been so notified.

8.02 Association/Management Committee

- a) The purpose of this Committee is to promote and provide effective and meaningful communication of information and ideas and to make recommendations on matters of mutual concern. It is understood that there shall be no discussion of grievances or negotiations at these meetings. Matters may be referred to the Committee by either party for discussions.
- b) The Association/Management Committee shall be composed of two (2) representatives of the Association, representing both full-time and part-time, and two (2) representatives of the Employer. Each party may have alternates to replace a member from time to time.
- c) The Committee shall meet at mutually satisfactory times but no less than once every three (3) months. The date for Association/Management meetings shall be set no later than the end of January of each year, subject to changes by either party in writing to the other party. Either party shall notify the other in writing of its desire to meet. The parties will exchange agenda items no less than two (2) weeks in advance of the meeting date. Written minutes of the meetings shall be maintained and subsequently signed-off by the members of the Committee.
- d)
 - i) Concerns about workload assignments will be submitted to the Manager or designate, Clinic Services within fourteen (14) calendar days of the occurrence. A discussion by the Association/Management Committee with the appropriate Management shall be initiated by the latter to take place within ten (10) calendar days of the Manager or designate, Clinic Services 's receipt of the Association letter. Every reasonable effort will be made to resolve the issue satisfactorily. Management shall render its decision in writing to the Bargaining Unit President or designate within fourteen (14) calendar days of the meeting.
 - ii) Failing resolution of the workload assignments, the Bargaining Unit President will forward management's decision plus comments of the Association to the Head Office of the Canadian Blood Services for review and comments.

8.03 Grievance Committee

The Employer shall recognize a Grievance Committee composed of two nurses elected by the Bargaining Unit. Committee members shall operate and conduct themselves in accordance with the provisions of this Collective Agreement regarding grievances. Committee members shall not discuss grievances with employees during working hours and shall not leave their workstations to attend grievance meetings without first obtaining permission from the Manager or designate, Clinic Services or designate. The provisions of Article 8.06 shall apply to Grievance Committee members attending grievance meetings with the Employer.

8.04 Negotiations Committee

The Employer recognizes a Negotiation Committee, comprised of a total of three (3) nurses. The function of this Committee shall be to negotiate the Collective Agreement and renewals thereof.

8.05 Joint Occupational Health and Safety Committee

With the express written consent of the nurse the Employer will notify the Bargaining Unit President of the name(s) of the nurse(s) who go off work due to illness or injury or when a LTD claim has been submitted within 3 days of receiving the written consent.

With the express written consent of the nurse the Employer agrees to provide the Bargaining Unit President with a copy of the WSIB Form 7.

- a) The Employer and the Association agree to maintain standards of safety and health in the Employer's operations to prevent accidents, injury and illness.
- b) The Employer shall recognize one (1) nurse selected or appointed from the bargaining unit to represent the Association on each of the Joint Occupational Health and Safety Committees in each Region. Either party may appoint alternates to replace committee members, from time to time.
- c) One (1) Association representative, representing workers under the Joint Occupational Health and Safety Act, who are trained to be certified workers as defined under the Act shall be from the Association, if such representative commits for two (2) years.
- d) 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 a) The Employer agrees that nurses shall not lose regular pay for all time spent in attendance on matters arising from the functioning of

the aforementioned committees, provided that the nurse has first obtained permission from their supervisor to leave their work station or assigned duties. Such permission will not be unreasonably requested or denied.

- b) Regional Nurses who are required to attend meetings outside of their Region as set out in the Article, will be entitled to mileage allowance in accordance with Article 26.03.

8.07 Representatives of the Ontario Nurses' Association may make requests for access to the premises of the Employer for the purpose of discussing Association business, investigating grievances and attending meetings.

8.08 Association representatives and Committees referred to in the Articles above shall represent the full-time and part-time bargaining units.

ARTICLE 9 – GRIEVANCE PROCEDURE AND ARBITRATION

- 9.01 a) Where a difference arises between the parties related to the interpretation, application or administration of this Agreement, or where an allegation is made that the Agreement has been violated, the following procedures will be adhered to.
- b) It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with their immediate supervisor within fourteen (14) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse. Failing settlement within fourteen (14) calendar days, such complaint shall then be taken up as a grievance within fourteen (14) calendar days following being advised of their immediate supervisor's decision, in the following manner and sequence:

STEP 1

A nurse(s), or the Association on their behalf, may present a grievance in writing to the Donor Centre Supervisor or their designated representative. The written grievance shall contain reference to the Article and/or clauses in the Collective Agreement which are alleged to have caused the grievance and the redress sought.

The Donor Centre Supervisor or their designated representative shall render a decision in writing within fourteen (14) calendar days following the day on which the grievance was received. If this

decision is unsatisfactory to the nurse(s) or the Association, Step 2 may be followed within fourteen (14) calendar days.

STEP 2

The written grievance shall be referred to the Donor Centre Manager, or designate, who shall reply in writing to the nurse and the Chair of the Grievance Committee within fourteen (14) calendar days following submission of the grievance. During these fourteen (14) calendar days, a meeting may be convened at the request of either party. If the decision of the Donor Centre Manager, is unsatisfactory to the nurse and the Association, it may be referred to Arbitration.

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

9.03 Prior to any disciplinary meeting taking place the nurse shall be advised that they may have a grievance committee member present during such meeting. 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 President of the Bargaining Unit. Should the nurse(s) wish to file a grievance against such disciplinary action it shall be reduced to writing and filed within fourteen (14) calendar days under Step 2 of the grievance procedure.

A grievance claiming unjust discipline, suspension, or discharge may be settled by confirming the Employer's action or by reinstating the nurse and making them whole in all respects; or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitration Board.

9.04 After exhausting the Grievance Procedure established in this Agreement, either party may within fourteen (14) calendar days notify the other party in writing of its desire to submit the grievance to arbitration, and the notice shall contain the name of the first party's nominee to the Arbitration Board.

9.05 The recipient of the notice shall, within fourteen (14) calendar days, inform the other party of the name of its nominee to the Arbitration Board. The two nominees so selected shall, within seven (7) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two nominees fail to agree upon a Chairperson within the time

limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the grievance and shall issue a decision. Such decision shall be final and binding upon the parties and upon any nurse affected by it. The Arbitration Board cannot however change the contents of this Collective Agreement. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

- 9.06 Each party shall pay the costs and expenses of its nominees. The costs and expenses of the Chairperson shall be equally borne by the parties.
- 9.07 The time limits set out in the grievance and arbitration procedures shall be adhered to but may be extended or shortened by mutual agreement in writing between the parties.
- 9.08 Where a number of nurses have identical grievances and the provisions of Article 9.01 b) have been met and each nurse would be entitled to grieve separately, they may present a group grievance, in writing, signed by each nurse who is grieving to the Donor Centre Manager or designate within fourteen (14) calendar days following the circumstances giving rise to it. The grievance shall be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of the grievances.
- 9.09 a) Wherever Arbitration is referred to in this Collective Agreement, the parties may mutually agree in writing to substitute a single Arbitrator, for the Arbitration Board, at the same time notification is given under Article 9.04 advising the other party of proceeding to Arbitration. All other provisions referring to a Board of Arbitration shall apply.
- b) 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 a settlement and to limit evidence and submissions.

ARTICLE 10 – SENIORITY

- 10.01 The Employer will keep up-to-date seniority lists of all full-time nurses, all regular part-time and temporary nurses, post the same on the Association bulletin boards at the Centre and at all permanent clinics, and revise the same every four (4) months, provided there are changes. A copy shall be provided to the Bargaining Unit President of the Association.
- 10.02 Seniority for the purpose of this Collective Agreement is defined as the length of a full-time nurse's service from the date of last hiring, excluding

periods as otherwise provided under Articles 10.07 b), 13.03, 14.02 a) and 14.09. Seniority shall be used to determine right or preference of vacation periods, lay-off, recall, and promotions.

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

$$\begin{aligned} & \text{Number of completed full-time years} \times 1500 \\ & \text{Plus} \\ & (\text{Number of working days since last anniversary date} \times 7.5 \text{ hrs} \times \\ & 1500) / 1950 \end{aligned}$$

- 10.04 a) Regular part-time and temporary part-time nurses shall accrue Seniority from their date of employment, based on actual hours worked. One (1) year of seniority shall have been accumulated for each fifteen hundred (1500) hours worked. In the case of temporary full-time nurses, who are hired from outside the bargaining unit, one (1) year of seniority shall have been accumulated for each fifteen hundred (1500) regular hours worked.

b) A nurse who previously was a bargaining unit member and who fills a temporary position, will return to their former position at the end of the temporary assignment.

c) A regular part-time nurse who is assigned to a temporary full-time position shall maintain their part-time status and all the provisions of the Collective Agreement pertaining to part time shall continue to apply.

d) A temporary nurse who was not a member of the bargaining unit (i.e. a contract employee) cannot grieve the termination of their contract/employment unless they are released for reasons which are arbitrary, discriminatory or in bad faith.

- 10.05 a) When a regular part-time or temporary part-time nurse transfers to a regular full-time position, they shall be credited with seniority earned as a regular part-time or temporary part-time nurse. Fifteen hundred (1500) hours shall equal one (1) year of full-time seniority. Full-time accumulated seniority shall be calculated based on the following formulae:

i)
$$\frac{\text{(Total Number of seniority hours)}}{1500} = \text{full-time seniority Years}$$

ii) Partial seniority years calculated in Step 1) above shall be converted to full-time calendar days as follows:

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

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

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

- a) resigns for any reason, or their term expires, except as provided in Article 15.03;
- 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 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.

Note: 10.06 c) and d) are not applicable to temporary nurses.

10.07 a) Seniority shall be retained and accumulated when a full-time nurse is absent from work under the following conditions:

- i) when on leave of absence with pay;
- ii) when on an approved leave of absence, without pay, not exceeding thirty (30) continuous calendar days;
- iii) when in receipt of sick leave;
- iv) when in receipt of WSIB compensation up to twenty four (24) months or is in receipt of LTD benefits up to twenty four (24) months;
- v) when on pregnancy, parental or adoption leave.

b) Seniority shall be retained but not accumulated when a full-time nurse is absent from work under the following circumstances:

- i) when on an approved leave of absence without pay, exceeding thirty (30) continuous days;

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

ARTICLE 11 – PROBATIONARY PERIOD

- 11.01
- a) New nurses hired for full-time positions shall serve a probationary period of six (6) months provided, however, that absences from work for any reason may extend the probation period by the length of the absence.
 - b) It is understood that a nurse has to serve only one probationary period with the Employer whether or not their service is full-time, part-time or a combination of both full-time and part-time.
 - c) Temporary full-time nurses employed for six (6) months or longer shall serve a probationary period of six (6) months provided, however, that absences from work for any reason may extend the probation period by the length of the absence.
 - d) A newly hired regular part-time nurse or a temporary part-time nurse who is employed for longer than six (6) months shall be required to serve a probationary period of four hundred and fifty (450) hours or six (6) months, whichever occurs later, provided, however, that absences from work for any reason may extend the probation period by the length of the absence. If, at the end of the probation period, the Manager or designate, Clinic Services, recommends extension of the probation period for further appraisal of performance, an extension of up to three (3) calendar months may be made, provided that the nurse is so notified in writing with a copy to the Nurse Representative.
- 11.02
- a) The new nurse's work performance shall be periodically assessed during their probationary period and the results shall be discussed with them by their immediate supervisor. This gives the nurse the opportunity to improve their work performance if the same has been assessed to be below the standard set for the position, during the remainder of their probationary period. 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 recourse to the Grievance Procedure. The Employer will advise the nurse in writing.
 - b) A temporary nurse hired for a term shorter in duration than the probationary period outlined in 11.01 c) or d) above may be terminated at any time for unsatisfactory performance without notice and without recourse to the grievance procedure.

ARTICLE 12 – JOB POSTINGS, ASSIGNMENTS AND PROMOTIONS

- 12.01
- a) In the case of all permanent vacancies within the bargaining unit, the Employer will post notices of such vacancies, stating the area of the vacancies.
 - b) Job postings will be posted on the Employer's internet and intranet site however should the Employer be unable to do so, job postings will be posted at each permanent site for ten (10) working days and will endeavour to make such postings available at mobile clinic locations.
 - c) A copy of such posting shall be sent to the Bargaining Unit President.
 - d) Should no existing qualified nurse apply, the Employer may then hire externally.
 - e) The employer may require applications to be submitted via an online application process.
 - f) All employees who applied for a permanent vacancy, transfer, job posting or promotion shall be notified in writing, by the Employer, of their unsuccessful application. This shall be done in a timely manner. The name of the successful applicant shall be posted by the Employer and copy of such posting shall be sent to the President of the Bargaining Unit.

12.02 In all cases of temporary and permanent assignments or promotions in the bargaining unit, the following factors shall be considered:

- a) ability, training and performance.
- b) seniority.

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

- c) For the purpose of this Agreement, a promotion shall mean a change from one position to another position with a higher pay scale.

- 12.03
- a) All promotions and permanent transfers within the bargaining unit or assignments to full-time vacancies for regular part-time and temporary nurses shall be on a trial basis. The nurse will be given a trial period of three (3) months in which to demonstrate their ability to perform the new task to the satisfaction of the Employer. Should such nurse fail to succeed during the above-mentioned trial period, the Employer will reinstate the nurse in their former position without loss of seniority.
 - b) A nurse may make a request for reassignment by advising the Employer, in writing, indicating their name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A request for reassignment shall become active as of the date it is received by the Employer and shall remain so until March 31st following. Such requests will be considered as applications for posted vacancies. Unsuccessful applicants will be notified.

12.04 Appointments to Positions Outside the Bargaining Unit

The selection or appointment of nurses for any position not within the scope of this Agreement, shall be subject to a trial period of sixty (60) working days, extendible to one hundred and twenty (120) working days upon written notice to the nurse prior to the expiry of the original sixty (60) working days. During such period, the nurse shall have the right to return to their former position without loss of seniority or benefits.

12.05 Temporary Assignments

- a) A nurse who is temporarily assigned to a higher classification inside or outside the bargaining unit, shall be paid a premium of six percent (6%) in addition to their regular rate of pay. The nurse will continue to accrue all benefits applicable to them under this Agreement.
- b) 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.
- c) A nurse who transfers to a position outside the bargaining unit for a period greater than two (2) consecutive years shall lose their seniority within the bargaining unit.

12.06 Whenever a nurse is assigned the responsibility in a clinic to direct, supervise, be assigned to staff training that requires a sign-off of training records or oversee work of other nurses, clinic staff and volunteers, they shall be paid a premium of two dollars (\$2.00) per hour for such assignment in addition to their regular salary, provided that only one (1) nurse shall be eligible to receive this kind of premium in any clinic at any

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

ARTICLE 13 – LAYOFF AND RECALL

13.01 All cases of layoff and recall shall be governed as follows:

- a) A layoff shall include a reduction in a full time nurse's guaranteed hours of work.
- b) The provisions of this Article shall be applied to full time nurses and part time nurses separately.
- c) Nurses will be laid off in the reverse order of their seniority at the Centre or in the Region where they are employed, provided that nurses who are entitled to remain are able to perform the remaining work available.

d) Notice

In the event of a proposed layoff at Canadian Blood Services of a permanent nature or the elimination of a position within the bargaining unit, the employer shall:

- i) provide the Union with no less than two (2) months written notice of the proposed layoff or elimination of position; and
 - ii) provide to the affected employee(s), if any, no less than two (2) months written notice of layoff, or pay in lieu thereof.
 - iii) Notice of layoff to the individual nurse(s) may run concurrently with notice to the Union.
 - iv) Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff. Nurses who are displaced will be provided with notice of lay off in accordance with ESA.
- e) The Employer shall meet with the local Association to review the following:
- i) the reasons causing the layoff;

- ii) the service which the Employer will undertake after the layoff;
 - iii) the method of implementation including the programs effected and the number of nurses to be laid off.
- f) A nurse who is notified of a layoff may within ten (10) working days of such notice:
- i) accept the layoff; or
 - ii) opt to retire, if eligible under the terms of the Pension Plan; or
 - iii) displace another nurse (full time to full time or part time to part time) who has *the least* bargaining unit seniority at any location/region and whose work the nurse is qualified to perform. Seniority shall be calculated as per the formula in Article 10.03 and 10.05.
 - iv) It is understood that the nurse who bumps another nurse must have the required qualifications and be able to perform the duties of the displaced nurse's job with training provided by the Employer. Such training shall not exceed the normal training period that a new employee would receive upon commencing their employment for that specific job.
- g) i) A nurse who displaces another nurse as provided for in Article 13.01 f) iii) above, and nurses who have been recalled from layoff shall be provided orientation (training) if required. The length of such orientation (training) shall be determined by the Employer as per the established guidelines set out for orientation.
- ii) A nurse who has been displaced will be notified of layoff in writing and may exercise the options as outlined in Article 13.01 f) above.
- h) Where a nurse transfers to another position following a layoff, 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 13.01 g) i) above.

13.02 Recall from Layoff

- a) Nurses shall be recalled in the order of their seniority, subject to Article 10.06 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 layoff 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) A full-time or regular part-time nurse(s) who is laid off shall be given an opportunity to apply for a part-time position before any new nurse(s) is hired into such position. Nurses on layoff shall be notified of any vacant bargaining unit position that is required to be filled by the Employer. Notification shall be by registered mail forwarded to the last address on record with the Employer.

13.03 In case of layoff, nurses will not accrue seniority and will not be entitled to any provisions of this Agreement except as outlined in Article 13.01 and 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 layoff.

ARTICLE 14 – LEAVE OF ABSENCE

14.01 Requests for leave of absence without pay for reasons other than pregnancy or adoption shall be for good and sufficient reason and subject to the prior approval of the Employer. Such approval shall not be unreasonably withheld and shall be in writing. All applications for leave of absence without pay shall be made in writing to the Employer seven (7) weeks in advance, except in extenuating circumstances, in order that staff substitutions may be arranged. Applicants shall indicate in their application the intended date of departure on leave of absence and date of return to work.

14.02 a) In the case of leaves of absence without pay in excess of thirty (30) calendar days, full time nurses shall cease to accrue seniority, service credits, sick leave, vacation, paid holidays, insured benefits and pension. Resumption of accrual of these rights and benefits shall recommence upon their return to duty from their leave of absence. The nurse's increment date shall also be adjusted by the same amount of time as the leave of absence and the new increment date shall prevail thereafter. The nurse may choose to continue to contribute to the Pension Plan for up to thirty (30) calendar days.

- b) The Employer shall keep in effect the full time nurse's insured benefit plans, excluding LTD, for up to a period of twelve (12) calendar months, in which they are currently enrolled, provided the nurse arranges with the Employer prior to the commencement of their authorized leave of absence, for the prepayment of the full premiums (nurse's and Employer's share) of all insured benefits in which they are entitled to participate during the period of absence.
- 14.03 a) In the case of leaves of absence without pay granted under Articles 14.01 and 14.10, regular part time and temporary nurses shall cease to accrue seniority, and shall not be entitled to any benefits under this agreement. Resumption of accrual of these rights and benefits shall recommence upon their return to duty from their leave of absence.
- b) Temporary full-time nurses will not be entitled to paid holidays occurring during such leave of absence without pay.
- 14.04 a) Bereavement Leave
- i) Bereavement leave without loss of regular pay shall be granted to a nurse upon their request at the time of the death or funeral, or at the time of their receipt of knowledge of the death or funeral, of the nurse's spouse (common-law/same gender relationship that has been maintained for at least one year included), child, step child, mother, father, step mother, step father, brother, sister, legal guardian, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law -- five (5) working days with pay. Two (2) additional working days with pay may be added if travel is required in excess of three hundred and twenty (320) kilometer radius of the city in which the nurse resides.
- ii) at the time of the death of the nurse's sister-in-law or brother-in-law, niece, nephew, aunt or uncle, grandparent of spouse – one (1) working day with pay.
- b) Compassionate Leave
- For the purpose of 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), parent, step parent, child, step child, in-laws and grandparents -- no more than five (5) working days with pay per annum. Two (2) additional working days with pay may be added if travel is required in excess of a three hundred and twenty (320) kilometer radius of the city in which the nurse resides. Additional leave without pay may be granted to attend serious

illness. Substantiation of a serious illness shall be furnished by the nurse upon request by the Employer.

- c) Bereavement leave and Compassionate leave without loss of regular pay for a regular part-time and temporary nurse shall be granted upon request, but such time off shall be limited to their posted scheduled hours of work up to a maximum of seven and one half (7.5) hours per day.

14.05 Jury/Court Duty

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

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

14.06 Association Leave

a) Local Association Leave

Any member of the Local Association who is attending Association activities, shall upon making the request five (5) weeks in advance (two (2) weeks in advance in cases of extenuating circumstances), be granted a leave of absence without pay. The maximum time off for the Association activities shall be a total of forty (40) working days per calendar year. No more than two (2) nurses may be absent from scheduled work at any one time, provided that nurses are not scheduled to work on the same clinic. The Employer agrees, however, that four (4) continuous days of leave of absence without pay may be granted two (2) nurses provided relief staff is available, outside of the aforementioned time limit, to enable them to attend the Bi-Annual Convention of the Association. Requests for Association activities will not be unreasonably requested or denied.

During such leave, the nurse's salary and applicable benefits, excluding WSIB 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) ONA President Leave

Any member of the Local Association who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave of absence for up to two (2) years, provided five (5) weeks advance written notice is given. During such leave of absence, seniority, service, salary and benefits will be kept whole by the Employer. The Association agrees to reimburse the Employer for such gross salary and Employer contributions to insured benefits and the Pension Plan. 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) ONA Board of Directors Leave

Any member of the Local Association 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. Such request shall not be unreasonably denied and shall be subject to operational requirements. During such leaves of absence salary and benefits will be kept whole and the Association agrees to reimburse the Employer for such nurse's gross salary and Employer contributions to insured benefits and the Pension Plan.

d) Local Coordinator Leave

The Employer agrees to grant occasional time off without pay to one (1) nurse who is elected to the position of Local Coordinator. Such assignment shall be for a two (2) year term unless otherwise agreed to by the parties. The nurse who is elected to this position shall be granted, upon request, days off so as to carry out the duties of this position. The nurse will provide twelve (12) weeks advance notice for requested days off, except in unusual circumstances. Such time off shall be granted based on operational requirements and the nurse shall continue to accrue seniority.

During such leave of absence, the Employer will keep the nurses' seniority, service, salary and benefits whole for a nurse who is employed full time. The Association agrees to reimburse the Employer for such gross salary and the Employer contributions to insured benefits and the Pension Plan.

- e) i) Temporary Full-time nurses will be paid seven and one half (7.5) hours per day or thirty seven and one half (37.5) hours per week as applicable.

- ii) In the case of regular part-time or temporary part-time nurses the applicable weekly or daily pay referred to in 14.06 a), b) or c) above 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.

14.07 Personal Leave

- a) The Employer shall allow time off, with pay for full time or temporary full time nurses, up to a maximum of twenty two and one half (22.50) hours per year. The nurse shall provide seven (7) weeks' notice for requests for appointments that cannot be arranged outside of working hours. For unscheduled requests of an urgent nature, the nurse will notify the Employer as soon as possible.
- b) The Employer shall allow time off for regular part-time nurses, without pay, up to a maximum of twenty two and one half (22.50) hours per year. The nurse shall provide seven (7) weeks' notice for requests for appointments that cannot be arranged outside of working hours. For unscheduled requests of an urgent nature, the nurse will notify the Employer as soon as possible.

14.08 Educational Leave

Leave of absence without pay, for purposes of further education directly related to the nurse's employment may be granted by the Employer subject to operational requirements. Schedules may be arranged separately in each Region so as to allow at no more than one (1) full time or one part-time nurse any one time, leave of absence. The nurse must apply in writing to their immediate supervisor seven (7) weeks in advance and upon request provide evidence that they are registered in the course. The provisions of Article 14.02 shall be applicable to nurses who are granted Educational leave. Such requests shall not be unreasonably denied.

ARTICLE 15 – PREGNANCY/PARENTAL/ADOPTION LEAVE15.01 Pregnancy Leave

- a) A regular full time or regular part time nurse who is pregnant and who has been employed by the Employer for a period of at least thirteen (13) weeks immediately preceding the estimated day of their delivery, shall be granted, upon their written application therefore, a leave of absence without pay of seventeen (17) weeks, commencing no earlier than seventeen (17) weeks immediately preceding the estimated day of their delivery. Such leave shall be in accordance with the provisions of the Employment Standards Act of Ontario except as amended in this Article.
- b) The leave application shall be submitted at least seven (7) weeks in advance but not later than 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 sixty-one (61) 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. In any case, such notification shall occur no later than seven (7) weeks prior to the expiration of their pregnancy leave.
- 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 to be received by the Employer at least seven (7) weeks in advance thereof. The nurse shall be reinstated to their former position unless the position has been discontinued in which case they shall be placed in a comparable position.
- e) A full-time nurse's seniority, vacation and sick leave shall continue to accrue during pregnancy leave. However, the nurse will not be paid for named holidays occurring during such leaves of absence.

A regular part-time nurse who is on an approved pregnancy leave shall accrue seniority while on such leave, calculated on the basis of averaging their hours over the twenty (20) week period immediately preceding the week in which their leave commences.

- f) During the nurse's pregnancy leave, the nurse shall continue to participate in the pension plan and insured benefit plans (applicable to full time nurses only) they are enrolled in immediately prior to commencing their leave, unless they give the Employer seven (7) 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 salary scale that they had attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, the nurse shall receive their anniversary increment upon their return to employment.
- h) For the purpose of placement on the salary schedule, pregnancy leave shall be considered as service (i.e. as if the employee had worked throughout the leave). Calculated as per 15.01(e) for regular part-time nurses.
- i) 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, for hours worked, from date of hire subject to successfully completing their probationary period.
- j) The Employer may request a nurse to commence pregnancy leave at such time as the essential duties of their position cannot reasonably be performed by a pregnant woman or the performance of their work presents a significant safety risk and the needs of the nurse cannot be accommodated without undue hardship.

15.02 Parental/Adoption Leave

- a) A full-time or regular-part time nurse who commenced employment with the Employer at least thirteen (13) weeks before the expected date of delivery or date of custody of a child and is a parent, shall be entitled to sixty-three (63) weeks of parental or adoption leave of absence without pay, in accordance with the provisions of the Employment Standards Act of Ontario, except as amended in this Article.
- b) The nurse shall advise the Employer in writing seven (7) weeks in advance, but not later than 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 or 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 seven (7) weeks in advance thereof. The nurse shall be reinstated to their former position unless the position has been discontinued in which case they shall be placed in a comparable position.
- d) A full-time nurse's seniority, vacation and sick leave shall continue to accrue during parental and adoption leave. However, the nurse will not be paid for named holidays occurring during such leaves of absence.

A regular part-time nurse who is on an approved parental/adoption leave shall accrue seniority while on such leave, calculated on the basis of averaging their hours over the twenty (20) week period immediately preceding the week in which their leave commences.

- e) During the nurse's parental or adoption leave, the nurse shall continue to participate in the pension plan and insured benefit plans (applicable to full-time nurses only) they are enrolled in immediately prior to commencing their leave, unless they give the Employer seven (7) 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 salary scale that they had attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, the nurse shall receive their anniversary increment upon their return to employment.
- g) Nurses 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 their date of hire subject to successfully completing their probationary period.

15.03 A nurse who voluntarily terminates their employment during, or at the expiration of, their authorized pregnancy leave of absence, and if such nurse is reemployed within a period of two (2) years following the date of their termination, will have their seniority accrued up to the day of their termination reinstated.

15.04 Pregnancy / Parental / Adoption Supplemental Employment Benefit (SEB)

Pregnancy/Parental/Adoption Supplemental Employment Benefit (SEB) shall only apply to full-time and regular part-time nurses.

Eligible nurse shall mean an employee 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 pregnancy or parental benefits.

Pregnancy Supplemental Employment Benefits

An employee, who is in receipt of Employment Insurance (EI) pregnancy benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the employee is eligible to receive and seventy-five percent (75%) of the employee's gross weekly rate of pay. This SEB payment shall commence following completion of the two (2) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the employee is in receipt of EI pregnancy benefits for a maximum of fifteen (15) weeks.

Canadian Blood Services will pay seventy-five percent (75%) of the employee's gross weekly rate of pay for the two-week waiting period required for pregnancy benefits under the Employment Insurance Act.

Parental/Adoption Supplemental Employment Benefits

An employee, who is in receipt of Employment Insurance (EI) parental benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the employee is eligible to receive and seventy-five percent (75%) of the employee's gross weekly rate of pay. This SEB payment shall commence following completion of any required two (2) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the employee is in receipt of EI parental benefits for a maximum of ten (10) weeks.

If a two-week waiting period is required for parental benefits under the Employment Insurance Act, Canadian Blood Services will pay seventy-five percent (75%) of the employee's gross weekly rate of pay for this waiting period.

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

SEB Payment Calculation

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

- The regular weekly rate of pay shall be determined by multiplying the employee's regular weekly work hours by the regular hourly rate on the last day worked prior to the commencement of the leave and excludes overtime, premiums and allowances.
- Regular weekly work hours for regular part-time employees shall be determined by calculating the average regular hours paid per week over the twenty (20) weeks preceding the commencement of the leave.
- Salary changes with an effective date during the leave will not result in an adjustment to the SEB payment.

ARTICLE 16 – PROFESSIONAL DEVELOPMENT AND EDUCATION PROGRAM

- 16.01 The Employer recognizes the need for programs to assist the nurses' professional growth. To this end, the Employer will provide:
- a) an orientation program
 - b) mandatory and other staff "in-service" educational programs. When a nurse is required by the Employer to attend "in-service" educational programs outside of their regularly scheduled working hours, they shall be paid for all time spent in attendance at their regular straight time hourly rate of pay, and the provisions of Article 20.05 and Article 22 shall not be applicable. Regional Nurses who are required to attend meetings outside their Region as set out under this Article will be entitled to mileage allowance and shall be paid travel time to and from such programs in accordance with Article 26.03
 - c) a periodic written performance evaluation program
 - d) for 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 nurses who are elected to the College of Nurses for up to one year, to attend regularly scheduled meetings of the College. The nurse will reimburse the Employer any wages, stipends, etc received from the College.

ARTICLE 17 – RETURN TO WORK

The Employer and the Union are committed to a consistent approach to meeting the needs of injured employees or employees recovering from an illness. The Employer,

employee and the Union (unless refused by the employee) agree to cooperate in facilitating the employee's return to work.

- 17.01 An employee who is medically able to return to work will provide the Manager or designate, Clinic Services or designate with medical verification of their ability to return to work, including specific information regarding any restrictions or capabilities. It is understood that any additional medical information will be provided to Employee Health Services.
- 17.02 If the employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate.
- 17.03 All nurses included in this Agreement shall continue to be covered by the provisions of the Ontario Workplace Safety & Insurance Act.
- 17.04 The Employer and the Association agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness.
- 17.05
- a) A full time nurse who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer, within the meaning of the Workplace Safety & Insurance Act, shall continue to receive their regular salary from the Employer, less regular deductions, provided they assign over to the Employer their compensation payments due from the Board for time lost as a result of the accident. This practice is subject to change in accordance with WSIB legislation and amendments thereto.
 - b) A full time nurse who elects not to assign their Compensation payments to the Employer may make prior arrangements for the prepayment of the full premium of any contributory health benefit plans.
- 17.06 Should the nurse's claim be disallowed by the Workplace Safety & Insurance Board, then any monies paid by the Employer shall be either charged against the nurse's accumulated sick leave credits, or if the nurse has no sick leave credits, recovered from the nurse.
- 17.07 When a full time nurse is absent on a Workplace Safety & Insurance claim, all benefits of this Agreement will continue to apply, except as stated under Article 17.08 below, until the nurse is declared permanently unfit to perform their regular duties subject to 17.09 below.
- 17.08 A full time nurse who is absent on a Workplace Safety & Insurance claim will not accrue annual vacation and designated named holidays with pay during the entire period of absence. However, service credits for the purpose of calculating future vacation entitlement will continue to accrue

during such absence. Should an anniversary increment fall during such leave, the nurse shall receive such anniversary increment upon their return to employment.

- 17.09 When a nurse is absent on a Workplace Safety & Insurance claim, all benefits of this Agreement will cease to accrue for a period of two (2) years, or less, subject to 17.10.
- 17.10 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 (2) years after the date of the accident or one (1) year after the "Notice of Fitness of Essential Duties" from the Workplace Safety & Insurance Board has been received, whichever occurs first. Seniority and employment shall also be lost on the date as of which a nurse is certified fit to return to work and they fail to do so or in case of a term employee upon the expiration of such term.
- 17.11 All accidents must be reported immediately by the nurse, in writing, to the Manager or designate, Clinic Services or designate, who will complete an accident report. The nurse will be provided with a copy of such report.
- 17.12 The Employer will indicate either by written certification or on the nurse's T-4 the amount of Workplace Safety & Insurance payment the nurse has assigned to the Employer, in accordance with 17.03 a) above.
- 17.13 Nurses are required to provide the Employer, as far in advance as possible, a written notice of readiness to return to work.
- 17.14
- a) If the nurse is unable to carry out the regular functions of their position upon returning to work from an illness or injury compensable under Workplace Safety & Insurance they shall be assigned modified duties, if such is available, as required by a medical certificate.
 - b) The Employer and the Association agree to consult throughout such process.

ARTICLE 18 – ANNIVERSARY INCREMENTS

- 18.01
- a) Temporary full-time nurses shall be entitled to an anniversary increment after nineteen hundred and fifty (1950) paid hours up to the maximum increment level outlined in Appendix "A" of this Agreement.
 - b) 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 worked up to the

maximum increment level outlined in Appendix "A" of this Agreement.

ARTICLE 19 – SICK LEAVE WITH PAY (FULL-TIME ONLY)

- 19.01 All full-time nurses shall continue receiving regular pay (at 100%, 75% or 66.66%) during absence due to sickness or accident in accordance with the plan as set forth in this Article.
- 19.02 The nurse must observe all of the following regulations to obtain the benefits available:
- a) Except under exceptional circumstances advise the Operations Office of sickness or accident by 7:00 a.m. if possible, for a shift that is scheduled to commence at 11:00 AM or earlier and a minimum of four (4) hours prior to a shift that is scheduled to commence after 11:00 AM., if they are unable to work as scheduled.
 - b) Give full and correct information regarding the disability and furnish medical certificates as may be required by the Employer. Should the Employer require a medical certificate, such costs will be absorbed by the Employer as required by legislation.
 - c) Report to the Employer before making any change in usual place of residence or address during sickness or accident.
- 19.03 The amount of credit a nurse has at a particular date is based on the nurse's length of continuous service in completed years to that date, less any benefits that the nurse has received in the previous five (5) year period.
- 19.04 Based on continuous service, sick leave credits will accrue to each nurse as listed below: (for the purpose of this paragraph, it is understood that 5 days at 100% shall not exceed 37.5 regular hours of pay). For the purpose of accruing sick leave one day of sick leave shall equal 7.5 hours. It is further understood that nurses on sick leave shall not earn overtime unless overtime is actually worked by the nurse. Sick days shall be deducted based on scheduled hours of work on a daily basis.

<u>Length of Service</u>	<u>100% Salary</u>	<u>75% Salary</u>	<u>66-2/3% Salary</u>
On the first calendar day after three months of continuous service have been completed	5 days	5 days	65 days
1 year	10 days	20 days	45 days
2 years	15 days	35 days	25 days
3 years	20 days	50 days	5 days
4 years	25 days	65 days	
5 years	30 days	80 days	
6 years	35 days	95 days	
7 years	40 days	110 days	
8 years	45 days	125 days	
9 years	50 days	140 days	
10 years	55 days	155 days	
11 years	60 days	170 days	
12 years	65 days	185 days	
13 years	70 days	190 days	
14 years	75 days	185 days	
15 years	80 days	180 days	
16 years	85 days	175 days	
17 years	90 days	170 days	
18 years	95 days	165 days	
19 years	100 days	160 days	
20 years	105 days	155 days	
21 years	110 days	150 days	
22 years	115 days	145 days	
23 years	120 days	140 days	
24 years	125 days	135 days	
25 years	130 days	130 days	

- 19.05 a) When a nurse at the time sick leave commences has, through earlier use of sick leave credits, more than zero but 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 66-2/3% pay.

- b) When a nurse returns to active employment following a period of sick leave as provided under 18.05 a) above, credits up to a maximum of seventy five (75) days at 66-2/3% pay will be made available them after the following intervals:
 - i. One (1) month after return to active employment in the case of a new disability; and
 - ii. Three (3) months after return to active employment in the case of a recurrence of the same disability.
- c) Sick days credited or made available under this Article (19.05) will not be accrued in the nurse's sick bank for future use.

19.06 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:

- a) the illness or injury causing the nurse's disablement lasts more than five (5) days;
- b) the Employer is immediately notified of such illness or injury; and
- c) the nurse shall submit such medical substantiation to the Employer when and if requested. The vacation period substituted by the approved sick leave shall be re-scheduled to a time mutually agreed upon between the nurse and the Employer.

19.07 Upon termination of employment, all sick leave shall be canceled and no payment shall be due thereafter.

ARTICLE 20 – HOURS OF WORK

- 20.01 a) Full time and temporary full time nurses shall work an average of seventy five (75) hours over a designated two (2) week period, exclusive of meal periods. The average work day shall consist of seven and one-half (7.5) hours, exclusive of meal periods and inclusive of rest periods.
- b) It is understood that if any full time and temporary full time nurse should work less than seventy five (75) scheduled hours in any two (2) week averaging period due to unavailability of work, they shall be paid their full bi-weekly salary.
- 20.02 a) The Employer shall provide unpaid meal periods for nurses who are scheduled to work as follows:
 - i) shift of five (5) consecutive hours or less - no meal period;

- ii) shifts greater than five (5) and up to eight and one half (8.5) consecutive hours - thirty (30) to sixty (60) minutes;
 - iii) shifts greater than eight and a half (8.5) and up to ten and one half (10.5) consecutive hours - sixty (60) to ninety (90) minutes (such time may be broken into more than one (1) meal break);
 - iv) shifts greater than ten and one half (10.5) consecutive hours - ninety (90) minutes.
 - v) Meal periods referred to in ii), iii) and iv) above may be scheduled by the Employer to be taken in thirty (30) minute allotments.
- b)
- i) Meal periods for nurses will begin between the hours of 11:00 a.m. and 2:00 p.m. for lunch and between the hours of 4:00 p.m. and 7:00 p.m. for dinner. It is understood that occasionally the meal periods could be extended by thirty (30) minutes.
 - ii) Should a full-time or temporary full-time nurse not receive their meal period or be called back to work during such times, and such meal period cannot be scheduled later during the shift, such time shall be compensated at time and one half (1.5x) the regular rate of pay for the time worked, and this compensation shall be paid over and above the nurse's averaging period. The full-time nurse has the option of having this overtime placed into their overtime bank at this overtime rate rather than having it paid out as compensation.
 - iii) Should a regular or temporary part-time or casual nurse not receive their meal period or be called back to work during such times, and such meal period cannot be scheduled later during the shift, such time shall be compensated at time and one half (1.5x) the regular rate of pay for the time worked.

Note: A shift shall be defined as the scheduled time of departure through to the estimated time of return.

- 20.03
- a) i) Nurses shall be provided with a paid rest period of fifteen minutes during each work shift of not less than four (4) hours. For every seven and a half (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, should the workday extend a further three (3) hours, another paid rest period of fifteen (15) minutes shall be provided.

- ii) Rest periods referred to in a) above may be combined by the Employer.
 - b) Should a nurse not receive their rest period or be called back to work during such times, and such rest period cannot be scheduled later during the shift, then such time shall be compensated at a point five (0.5) time premium for the time worked, and this compensation shall be paid over and above the nurse's averaging period for full time and temporary full time nurses.
- 20.04
- a) The Employer shall not schedule split shifts in any given day without the agreement of the nurse.
 - b) If there should be any waiting time between the cessation of work and the recommencement of work in any single day, such waiting time shall be credited at straight time, exclusive of any meal period of not more than one (1) hour in duration. This shall apply to nurses scheduled to attend mandatory in service, mandatory educational training sessions and/or mandatory staff meetings. Employee initiated shift changes will be exempt from this provision.
 - c) Attendance and time spent at meetings, including meetings set out under Articles 8 and 16 are not subject to this Article and shall not be considered to constitute split shifts.
- 20.05
- There shall be a rest period of at least eleven (11) hours between the cessation of work on one day and the commencement of work on the next day. Should the Employer require the nurse to work within this eleven (11) hour rest period, the nurse shall be credited at straight time for all hours worked and, in addition, shall receive a premium of point five (0.5) multiplied by all hours worked within such period. This premium of point five (0.5) shall be paid over and above the nurse's averaging period for full time and temporary full time nurses.
- 20.06
- For purposes of the calculation of work time credits, any full-time or temporary full-time nurse scheduled but who does not report for work, shall be deducted pay equivalent to the hours scheduled on that day and for each subsequent day of absence.
- 20.07
- An evening premium of two dollars and ninety-eight cents (\$2.98) per hour shall be paid to a nurse for each completed hour worked, or part thereof, between 5:00 p.m. on any day and 7:00 a.m. the following day.
- 20.08
- Pyramiding
- There shall be no pyramiding of overtime hours or premiums for the same hours worked. Overtime or premium payment shall be calculated under one provision of the collective Agreement only unless herein specifically

provided otherwise. In case of conflict the highest over time or premium rate shall apply to such hours.

20.09 Job Sharing

Job sharing is defined as an arrangement whereby two (2) nurses share the hours of work of what would otherwise be one (1) full-time position. The nurses involved in a job sharing arrangement will be classified as regular part-time and will be covered by the Part-time provisions of the Collective Agreement with the following exceptions.

- a) Job sharing requests with regard to full-time positions shall be considered on an individual basis and shall be approved at the discretion of the Employer.
- b) Total hours worked by the two (2) job sharers shall equal the hours of one (1) full-time position. The division of these hours and the scheduling of each nurse shall be determined by the Centre. The two nurses involved will meet with the Employer to discuss the scheduling arrangements before a final decision is made by the Employer as to the method of the scheduling.
- c) If a job sharer works in excess of forty (40) hours in the designated bi-weekly pay period, they shall be paid overtime for such additional hours worked at the rate of one and one-half (1.5x) times their basic hourly rate.
- d) Each job sharer shall request approval from their immediate supervisor to exchange shifts with their partner. However, it is understood that such exchange shall not result in an increased cost to the Employer and that it may result in a reduction of paid hours.
- e) Should one of the job sharer partners be laid off or terminates employment, the half position may be posted and selection shall be made in accordance with Article 12. If there are no successful applicants, then, according to existing operational requirements at the time, one of the following will be offered to the nurse:
 - i) a full-time position if available; or
 - ii) a part-time position.

Should the nurse refuse, they shall be considered to have voluntarily terminated their employment.
- f) If a job sharing position is vacated by both job sharers, then the Employer shall determine whether to post the vacancy or not.

- g) Job sharers will have the option of covering each other's vacation shifts, sick leave or any other absences, at no additional cost to the Employer.
- h) Either of the nurses or the Employer may discontinue the job sharing arrangement within sixty days (60) days written notice. Upon receipt of such notice, a meeting shall be held between the parties, within fifteen (15) working days, to discuss the discontinuation.

ARTICLE 21 – SCHEDULING REGULATIONS

21.01 Full time and Temporary Full time Only

- a)
 - i) Nurses shall be scheduled two (2) consecutive days off without pay per week. Within a four (4) week period nurses shall be scheduled a minimum of two (2) week ends off subject to Article 21.05(i). A week end shall be defined as a Saturday and a Sunday.
 - ii) The above provision shall not apply to full time nurses who are specifically hired, or who indicate a preference, to work on Saturdays and/or Sundays. Such nurses will be paid the weekend premium set out under Article 21.04.
 - iii) Nurses who are specifically hired, or indicate a preference, to work on Saturdays and/or Sundays, will be scheduled two (2) consecutive days off without pay in a seven (7) day period.
- b) Nurses scheduled to work six (6) consecutive days will be given two (2) consecutive days off (without pay) immediately following such work schedule, unless mutually agreed otherwise between the nurse and the Employer.

21.02 In the case of Regular Part-Time Employees there shall be no scheduled clinic shifts less than 4 (four) hours in duration unless such scheduled clinic shifts is beyond the control of the Employer.

21.03 On Call (Standby)

- a) On call (or "standby") duties shall be assigned on a rotation basis among all apheresis-trained nurses and separately between full-time and part-time clinic nurses as equitably as possible. It being agreed between the parties to this agreement that:
 - i) "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.

- ii) When a nurse is on-call on Saturday and Sunday, these being their scheduled two weekly days-off (without pay), they will not have another day as a scheduled day-off. Whenever possible on call duty on Saturday and Sunday shall be assigned to the same nurse.
- iii) When an apheresis-trained nurse is scheduled to work on a Saturday and on-call for the remainder of that Saturday and on Sunday, they shall be scheduled off on Monday in accordance with present practice.
- iv)
 - a) In the event that Monday, in the case of the nurse in iii) above, happens to be one of the paid holidays specified in Article 23.01, the same nurse shall be scheduled on-call on that Monday. In this case, on-call pay shall be due in addition to the holiday pay due the same nurse for that Monday.
 - b) In addition to a) above, where a holiday occurs on a Friday the Employer will schedule with a view to inconvenience as few apheresis nurses as possible, provided that such scheduling shall not contravene any other provision of this Agreement.
- v) 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 and five dollars and five cents (\$5.05) per hour on paid holidays for the period of scheduled on-call. On-call pay shall cease for four (4) hours or when the nurse is called back to work during the scheduled on-call period, whichever is longer. Such work shall be paid in accordance with Article 22.03 of this Agreement.
- vi) 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 rate of thirty (\$.30) cents per kilometer (no GST), to a maximum of twenty-five dollars (\$25.00), or to such greater amount as the Employer may, in its discretion, determine for their travel.
- vii) When a nurse who is on call duty is contacted by telephone by the Employer regarding "Product Related Issues" and is not required to physically report to the workplace, but can resolve the issue by telephone, they shall be paid fifteen (15)

minutes at their straight time hourly rate for each such call including all related calls to resolve the initial issue.

- 21.04 Effective date of ratification of the current contract a nurse shall be paid a weekend premium of three dollars and fourteen cents (\$3.14) per hour in addition to their applicable hourly rate of pay for each hour or portion thereof worked between 2400 hours on Friday to 2400 hours on Sunday.
- 21.05
- i) A nurse who works more than two (2) Saturdays and/or Sundays during the four (4) week period shall be paid at their straight time hourly rate for all hours worked and in addition, the nurse shall be paid a premium for all such hours at the rate of point five (0.5) times their basic rate of pay.
 - ii) The above provision shall not apply to nurses who are specifically hired, or who indicate a preference, to work on Saturdays and/or Sundays. Such nurses will be paid the weekend premium set out under Article 21.04.
- 21.06
- a) Work to be performed on a Saturday and/or on a Sunday shall be scheduled on an equitable basis among full-time or temporary full time apheresis nurses.
 - b) Any work to be performed on a Saturday or on a Sunday, excluding apheresis duties, shall be assigned as equitably as possible among all full-time clinic nurses at the Centre, or separately in the specific regions or permanent clinics where the nurse is employed.
 - c) Any work to be performed on a Saturday or on a Sunday, excluding apheresis duties, shall be assigned as equitably as possible among all part-time clinic nurses at the Centre or separately in the specific Regions or permanent clinics where the nurse is employed.
 - d) Where possible full-time apheresis nurses will be exempt from out of town mobile clinics.
- 21.07 On the day following the return from a one day out-of-town clinic, full-time nurses will be assigned to "evening" clinics wherever possible.
- 21.08 Work schedules shall be posted four (4) weeks in advance, provided that a change may be made where circumstances exist which, if left unattended, would jeopardize blood collection or apheresis operations. The Employer will provide as much advance notice as is practicable of a change in the posted schedule.
- 21.09 In the event of a cancelled shift with less than twenty four (24) hours notice the regular part time, temporary or casual nurse will receive time and one half (1.5x) of their basic hourly rate of pay on the next shift worked. This Article shall not apply in cases of Acts of God.

21.10 In the event that the Employer wishes to introduce overnight clinics, the parties shall negotiate a Letter of Understanding for same including equitable distribution of assignments.

The Employer shall endeavour to rotate all overnight clinics on an equitable distribution basis between full-time Centre nurses, and separately between Regional nurses at specific Regions where the nurse is employed.

21.11 Out of town mobile clinics for temporary full-time and regular part-time clinic nurses working out of the 67 College Street shall be rotated on an equitable distribution basis.

21.12 On long weekends occasioned by designated paid holidays, the nurses agree that their days off may not necessarily be consecutive.

21.13 Any two (2) full-time or temporary full-time nurses in the same Region, in the same classification and who are qualified to perform the work, may exchange shifts of equal length with the prior approval of their Manager, provided that the Employer shall not incur any additional overtime, or premium costs over and above those which would have been incurred had the exchange not taken place.

21.14 Any two (2) regular or temporary part time or casual nurses in the same Region, in the same classification and who are qualified to perform the work, may exchange shifts with the prior approval of their manager, provided that the Employer shall not incur any additional overtime, or premium costs over and above those which would have been incurred had the exchange not taken place.

21.15 It is understood that for the purpose of this article, any reference to “working on a Saturday and or Sunday”, “work to be performed on a Saturday or on a Sunday” or other similar terminology, means that the nurse’s scheduled shift must commence on the Saturday or on the Sunday.

21.16 Part-time Scheduling

a) A regular part-time nurses’ commitment to the Employer shall be forty- forty five (40 - 45) hours over a two (2) week pay period.

b) Provided the work is available, separately in each Region, the Employer will endeavour to schedule nurses, according to seniority and according to their commitment, 40-45 hours in a two (2) week pay period. This forty – forty five (40-45) hour commitment shall not be construed as a guarantee of hours of work or pay.

- c) If and when additional hours become available after the posting of the schedule, staff with less than forty (40) hours in a two (2) week period will be offered additional shifts to their two (2) week total number of hours in order of seniority, up to forty (40) hours. Remaining hours will be offered according to seniority separately in each Region.
- d) Any two nurses within the same Region, in the same classification and who are qualified to perform the work, may exchange shifts with the approval of the Manager. These exchanges shall not result in any additional overtime or premium costs to the Employer over and above those that would have been incurred had the exchange not taken place.
- e) Nurses who are willing to work additional hours over the forty - forty five (40-45) hour commitment in the 2-week pay period will indicate their willingness to work such additional hours in writing to their manager.
- f) If no qualified nurses are available or willing to accept additional hours, such hours will be assigned by the Employer to the least senior nurse in the Region or to any least senior nurse in the bargaining unit who is qualified to perform the work.
- g) If scheduled shifts are cancelled, nurses affected will be rescheduled according to seniority to work the next additional hours that become available in the same region or their own Region on the same day the hours were cancelled. It is understood that the affected nurses shall be given priority in order of seniority to the next available shift on that same day.
- h) Subject to operational requirements, the Employer may require nurses to work in excess of their 40-45 hour commitment over a two (2) week pay period.
- i) The Employer endeavors to distribute, as equally as possible, among part-time employees, long weekends which occur as a result of paid holidays falling on Friday or Monday. The Employer will schedule part-time employees to work the weekend when they are scheduled to work the paid holiday, subject to operational requirements.

ARTICLE 22 – OVERTIME AND CALL BACK

- 22.01 a) If a full time 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 and a half (1.5x) times their basic hourly rate.
- b) Regular part-time, temporary part-time, and casual nurses shall receive pay at one and one half (1.5) times their basic hourly rate for all hours worked in excess of the posted confirmed schedule or seven and one half hours whichever is greater. Posted confirmed schedule shall mean the scheduled time of departure and the estimated time of return.
- 22.02 Full-time and temporary full-time nurses required by the Employer to work on their scheduled day(s) off, shall be entitled to pay at the overtime rate of time and one-half (1.5x) for all hours so worked outside the averaging period.
- 22.03 a) A full time, regular part time or temporary full time nurse who is contacted when off the Employer's premises and is called back to work outside their regular scheduled hours of work shall be paid a premium at the rate of time and one-half (1.5x) their straight time hourly rate for all hours worked during this period or for four (4) hours at time and one-half (1.5x), whichever is greater. Hours worked on call-back shall not be included in the averaging period. It is further understood that any subsequent call-backs within the four (4) hour period will not constitute a separate call back and that nurses will not be paid any other premium under this agreement when they are called back under this Article.
- b) In the case of temporary full-time nurses, hours worked on call back or the minimum guarantee shall be paid outside the averaging period.
- 22.04 For the purpose of Articles 21, 22 and 23 of this Agreement, whenever the term "credited" is used, 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 (1) hour of work credited will earn no less than one (1) hour's pay.

- 22.05 If requested in writing, full-time nurses will be allowed to accumulate up to a maximum of fifteen (15) overtime hours (which equals twenty two and a half (22.5) hours at straight time) in an overtime bank. Time off from the bank may be granted by the Employer, upon the written request of the nurse five (5) weeks in advance, unless mutually agreed otherwise. Approval of such time will be contingent on operational requirements and will not be unreasonably denied.
- 22.06 Double (2x) the equivalent hourly rate will be paid to a nurse for all additional hours worked following the completion of seven and one-half (7.5) hours on a paid, holiday or on another day when the nurse is already being remunerated at time and one-half (1.5x) their regular rate of pay.
- 22.07 When a part time nurse who reports for work as scheduled, unless otherwise notified, is sent home because there is no work available they shall be paid a minimum of four (4) hours pay at their regular rate.
- 22.08 When a part time nurse is called in to work by the Employer, they shall be paid for a minimum of four (4) hours at their straight time hourly rate of pay or for actual hours worked, whichever is greater.

ARTICLE 23 – PAID HOLIDAYS

- 23.01 a) Full Time 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
3 rd Monday in February (Family Day)	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Day before Christmas
Civic Holiday	or
	Day before New Year's Day

One (1) floating holiday may be requested by the nurse seven (7) weeks in advance and no later than December 31st of any year. It is understood that such floating holiday cannot be attached to any other paid holiday listed above. If the request is not received by December 31st, the Employer shall have the right to schedule such float holiday or pay the nurse in lieu.

- 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, 4.88 (4.88%) per cent 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.

In order for a nurse to qualify for the holiday pay, as set out in a) and b), when they do not work, they must meet the criteria set forth in Part X, Section 29, of the Employment Standards Act in Ontario.

Part-time, temporary part-time and casual nurses who are scheduled to work on a paid holiday shall be paid one and one-half (1.5x) times 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.

- c) When a paid holiday(s) specified in this Article falls on a Saturday and/or a Sunday, then the Employer may designate the paid holiday(s) to be observed on either the day(s) immediately preceding or the day(s) immediately following the paid holiday(s).

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

23.03 Should any other day be officially proclaimed as a paid holiday in Ontario by the Federal or Provincial Governments, the employer may substitute one of these days for any other day or days proclaimed as a general holiday by the Federal or Provincial authorities.

23.04 The Employer shall arrange for paid holidays off to be divided equitably among the nurses. As far as possible, time off at Christmas and New Year's Day shall be given in consecutive days.

ARTICLE 24 – VACATIONS

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

- a) Nurses with less than one (1) year of service shall be entitled to a pro-rata vacation calculated at one and one quarter (1-1/4) days for each completed calendar month of employment.
- b) up to four (4) years of service, three (3) weeks (one and one quarter (1-1/4) days per month of service).
- c) following four (4) years of service, four (4) weeks (one and two thirds (1-2/3) days per month of service).
- d) following ten (10) years of service, five (5) weeks (two and one twelve (2-1/12) days per month of service).
- e) following twenty (20) years of service, six (6) weeks (two and a half (2.5) days per months of service).

- 24.02 Regular part-time, temporary full-time and part-time and casual nurses 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 in 24.03 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 b) of this Agreement, and pay in lieu of benefits as provided for in Article 25.05 of this Agreement.
- 24.03 Regular part-time nurses may apply for annual vacation without pay on the following basis:
- i) up to 6,000 hours worked - 6% (3 weeks)
 - ii) from 6,001 hours worked or after 4 years, whichever occurs later - 8% (4 weeks)
 - iii) from 15,001 hours worked or after 10 years, whichever occurs later - 10% (5 weeks)
 - iv) from 30,000 hours worked or after 20 years, whichever occurs later - 12% (6 weeks)
- 24.04
- a) The vacation year shall be from April 1st of each year to March 31st of the following year.
 - b) Requests for vacation, other than under Article 24.04(c), are to be submitted to the Manager at least seven (7) weeks in advance. Employee requests for vacation shall be answered in writing by the Manager or designate within two (2) weeks of the request.
 - c) In the event of conflicts regarding the scheduling of vacations, seniority shall prevail. However, seniority shall entitle a nurse to claim no more than two (2) weeks of vacation time during each of the prime time periods. Prime time periods shall consist of the months of July and August; the calendar week immediately before Christmas Day; the week of December 25th; the calendar week immediately following Christmas Day; and the week of March break. Seniority rights however, can only be exercised up to March 15th of the year, after which vacation schedules, as already confirmed, can no longer be disturbed by assertion of seniority rights.
 - d) Additionally, single day requests for prime time vacation may be submitted in accordance with Article 24.04 b) and subject to Article 24.12. Approval will be subject to operational requirements.
 - e) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.

- f) Scheduling of vacation shall be determined by seniority separately at the Centre and at each Region.
- 24.05 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 earn such advanced days, or transfer to a part-time or temporary position, an appropriate deduction at their current salary rate shall be made from their termination cheque.
- 24.06 When a nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form a part of their termination pay.
- 24.07 Unless mutually agreed otherwise, vacations must be taken in blocks of not less than one (1) week.
- 24.08
- a) A full-time nurse who immediately prior to transferring to a regular part-time position has used advance vacation credits shall have the option of repaying the Employer in full or of making arrangements for the recovery of the vacation overpayment.
 - b) A full-time nurse who has vacation credits not yet taken at the time of transfer to a regular part-time position shall receive pay for such unused vacation credits, around the time of transfer and request for vacation time off without pay will be made under the part-time Agreement unless such vacation time was arranged prior to their transfer. However such prearranged vacation shall also be without pay.
- 24.09 A nurse, who is transferred from full-time to part-time, or vice versa, shall retain and carry with them, their length of service for vacation entitlement purposes.
- 24.10 Vacation time earned during the current vacation year may be allowed to be deferred to the next vacation year, staffing requirements permitting, provided that:
- a) the vacation to be deferred must not be more than ten (10) working days of the vacation year's entitlement
 - b) 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 no later than December 31st.
 - c) such deferred vacation cannot be scheduled during prime time and must be taken before December 31st of the vacation year following that in which it was earned;

- d) any unused deferred vacation at December 31st, shall be scheduled prior to March 31st at the discretion of the Employer
- e) such requests for vacation deferment shall be allowed only once in every two (2) vacation years except in extenuating circumstances satisfactory to the Employer.

24.11 Regular Part Time, Temporary and Casual Nurses

- a) Requests for vacation, other than under Article 24.11 (b), are to be submitted to the manager at least seven (7) weeks in advance. Employee requests for vacation shall be answered in writing by the manager or designate within two (2) weeks of the request.
- b) In the event of conflicts regarding the scheduling of vacations, seniority shall prevail. However, seniority shall entitle a nurse to claim no more than two (2) weeks of vacation time during each of the prime time periods. Prime time periods shall consist of the months of July and August; the calendar week immediately before Christmas Day; the week of December 25th; the calendar week immediately following Christmas Day; and the week of March break. Seniority rights however, can only be exercised up to March 15th of the year, after which vacation schedules, as already confirmed, can no longer be disturbed by assertion of seniority rights.
- c) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.

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

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

24.14 Scheduling of vacation shall be determined by seniority separately at the Centre and at each Region.

ARTICLE 25 – INSURED BENEFITS

25.01 Full Time Nurses Only

- a)
 - i) The Employer shall provide full-time nurses with Hospital and Major Medical benefits (extended health). Enrollment and benefit entitlement shall be subject to the rules and eligibility requirements of the Plan.
 - ii) Effective April 1, 2003, the Employer shall add and sponsor a Vision Care Plan to a maximum of \$200.00 (two hundred dollars) for each covered person in any 24 (twenty four) consecutive months, as per coverage under Division 20.
 - iii) The Employer shall pay 100% of the premium cost.
- b) The Employer shall provide full-time nurses with the following insured benefits: Basic Group Life Insurance, Optional Life, Optional Dependent Life, Long Term Disability, Basic Accidental Death & Dismemberment and Voluntary A D & D. Enrollment and benefit entitlement shall be subject to the rules and eligibility requirements of these plans. A nurse on Long Term Disability will cease to accrue sick leave and vacation.
- c) Dental Plan
 - i) The Employer shall provide full-time nurses with a Dental Plan. Enrollment and benefit entitlement shall be subject to the rules and requirements of the plan. The Employer shall pay 66-2/3% of the premium cost for each participating nurse with the nurse paying the remaining 33-1/3%.
 - ii) Effective April 1, 2003, employees who are enrolled in the CBS Dental Plan will be entitled to major restorative services and will be reimbursed fifty percent (50%) of costs up to a maximum of \$1500.00 (fifteen hundred dollars) per covered member per calendar year, as per the coverage set out under Division 20.

25.02 The Employer may at any time substitute another carrier/s to underwrite such plans, provided that the benefits under the plans are in no way reduced.

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

25.04

Pension Plan

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

CBS DEFINED BENEFIT PENSION PLAN

SAMPLE CONTRIBUTION SCHEDULE

<u>Total Annual Cost</u>	<u>Members' Contribution Rate</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) Above contribution rates are prior to utilization of any surplus to reduce contributions.

- (2) Should total annual cost be set at a level greater than 14%, member and employer contribution rates will be such that the employer contribution rate is 2% greater than the members' contribution rate.
- (3) Should total annual cost be set at a level lower than 7%, member and employer contribution rates will be such that the employer contribution rate is equal to the members' contribution rate.
- (4) Members' contribution rate and employer contribution rate should be interpolated from the above table where the total annual cost falls between amounts shown.

25.05 Regular Part-Time, Temporary and Casual Nurses Only

- a) On each pay cheque, nurses shall be paid, in addition to their basic regular rate of pay, twelve and one-half percent (12.5%) per cent 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 23.01(b) of this Agreement, and pay in lieu of annual vacation as provided for in Article 24.02 of this Agreement), in lieu of all fringe benefits (including health, dental, welfare and pension plans applicable to full-time nurses), except those to which any of these categories of nurses are eligible under this Collective Agreement.
- b) A nurse who becomes eligible and joins the Pension Plan in accordance with the rules and regulations of the Plan, shall be paid on each pay cheque eight and one-half percent (8.5%) of their straight time earnings, as defined in 25.05(a) above, in lieu of fringe benefits instead of twelve and one half percent (12.5%).

25.06 All insured benefits for nurses appointed to a full-time position will commence on the first of the month following their date of appointment to the full-time position, subject to the eligibility requirements and the rules and regulations of such insured benefit plans.

ARTICLE 26 – TRANSPORTATION

26.01 Nurses at 67 College Street

- a) The Employer will provide transportation for each nurse employed at 67 College Street to each mobile clinic, and back to the Centre at the conclusion of each mobile clinic. Transportation will also be provided to and from overnight out-of-town mobile clinics.
- b) When a nurse returns to 67 College Street after 10:30 p.m. from a mobile clinic and they do not have or is not provided with

transportation, they shall be paid or reimbursed for taxi fare to their place of residence. It is understood that pooling arrangements shall be made when taxi cabs are engaged to transport nurses to their residence, up to a maximum of three (3) occupants per taxi (taxi driver excluded).

- c) Any clinic, which is located outside a two hundred and twenty five (225) kilometer radius of 67 College Street shall be assigned on an overnight basis, and transportation will be arranged accordingly.
- d) Nurses at 67 College Street shall be compensated for travelling time calculated on the basis of travel time from the Centre to the mobile clinic and return.
- e) In the case of those nurses at 67 College Street who are authorized to proceed directly from their place of residence to the mobile clinic site, or from the mobile clinic site directly to their place of residence, they shall be deemed to have worked and shall be credited for the period equivalent to the time required for the clinic team to travel from 67 College Street to the mobile clinic site and, in the case of return, from the mobile clinic site to 67 College Street.
- f) A nurse who is required to attend another clinic site after they have commenced work or arrived at the initial clinic site will be reimbursed for transportation costs by a method to be determined by the Employer.
- g) Nurses required by the Employer to use their own vehicle will be compensated in accordance with Article 26.03.

26.02 Permanent Clinic Nurses

The provisions of Article 26.02 c) and d), as it specifically relates to transportation Article 26.03 Regional Nurses shall apply only to employees hired after May 10, 2015.

- a) Nurses at 67 College Street who are hired to work at a specific permanent clinic will not be paid for travelling time to and from their residence. Should such nurses be scheduled to work at clinics other than their specific permanent clinic location, they shall be compensated for travelling time calculated from their specific permanent clinic location.
- b) Nurses who do not have their own transportation will be provided transportation as per the provisions of Article 26.01 a), b), c) and d) above.
- c) A permanent clinic site is a location where essential furniture and equipment are maintained on site on an indefinite basis and

requires no set up or tear-down of essential furniture and equipment.

- d) Nurses who choose to apply to work at a specified permanent clinic will not be paid for travelling time to and from their residence. Should such nurses be scheduled to work at clinics other than their specific permanent clinic location, they shall be compensated for travelling time calculated from their specific permanent clinic location.

26.03 Regional Nurses

Regional nurses will be required to use their personal vehicle, and car-pooling will be required where applicable in circumstances when the Employer cannot provide such transportation. Regional nurses who are scheduled to attend clinics outside (the city limits) of their Region, shall be paid for actual travel time, and shall also receive a mileage allowance of fifty cents (\$.50) per kilometre (or the corporate rate, whichever is greater) (no GST) if driving their own car. Actual travel time and mileage (kilometres) shall be measured and calculated for each mobile clinic by the Employer from regional headquarters, or if none exists, from city hall within each Region. The provisions of Articles 26.01 and 26.02 above shall not be applicable.

ARTICLE 27 – MEAL ALLOWANCE

- 27.01 No meal allowance shall be paid at permanent clinics. Nurses who are officially required to be away from 67 College Street on mobile clinic assignments, outside the boundaries of the City of Toronto (as it existed prior to January 1, 1998), and regional nurses who are scheduled to attend clinics outside of their regional city limits, shall receive a meal allowance based on the following rates:

Breakfast:	\$ 6.95
Lunch:	\$ 10.75
Dinner:	\$ 14.75

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

- a) breakfast, if the scheduled time of departure from the Centre on the mobile clinic assignment(s) outside the boundaries as described in the above paragraph is 7:00 a.m. or earlier;
- 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 if the time of return to the Centre is 1:00 p.m. or later;

- 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.
- 28.02 If the Employer determines that a nurse must be accommodated overnight due to inclement weather or breakdown while on a mobile clinic, the Employer shall compensate them for all costs associated with lodging and meal allowances, as outlined in Article 27 (Meal Allowance).

ARTICLE 29 – UNIFORMS

- 29.01 A full-time or regular part-time nurse who is required to wear a uniform not supplied by the employer shall receive a uniform allowance of two hundred and ten (\$210) or one hundred and fifty (\$150) for regular part-time nurses, per annum, paid in one (1) lump sum payment included on their pay cheque for the pay period covering April 1st of each year. Nurses who come on staff after April 1st will be paid a pro-rated amount in the following year. Nurses on probation at the date of issue will receive the uniform allowance only after successful completion of their probationary period.
- 29.02 The Employer shall reimburse Nurses for the purchase of safety shoes/boots, up to a maximum of one hundred dollars (\$100.00) every two (2) years, included on their pay cheque for the pay period covering April 1st, upon submission of receipt. This allowance will only be paid to Nurses who are required to assist with the loading and unloading of clinic supplies and equipment. Nurses on probation at date of issue will receive this allowance only after successful completion of the probationary period.

ARTICLE 30 – BULLETIN BOARD

- 30.01 The Employer agrees to provide one (1) bulletin board at 67 College Street Centre and at each permanent site for the sole use of the Association. The locations shall be mutually determined and subject to tenancy agreements.
- 30.02 All notices posted on the bulletin board shall be signed by a representative of the Association. The Employer reserves the right to remove posted material objectionable to the Employer and such material shall not be posted again by the Association or its representatives.

ARTICLE 31 – MISCELLANEOUS

- 31.01 This Collective Agreement will be printed by the Association and the Employer will issue a copy to all nurses now employed and to newly hired employees. The cost of printing shall be borne equally by the parties. The Employer shall notify the Association as to how many copies the Employer wants to retain for their use, so as to better understand how many copies are required.
- 31.02 Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the contents so require. Where the singular is used, it may also be deemed to mean the plural.
- 31.03
- a) Evaluations shall be done within working hours in a private location. A copy of any completed evaluation, which is to be placed in a nurse's file shall be first reviewed with the nurse "within ten (10) days of the evaluation being completed by the Employer. The nurse shall initial such evaluation as having been read and shall have the opportunity to add their views to such evaluation prior to it being placed in their file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the nurse.
 - b) Each nurse shall have reasonable access to all 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. Exit interviews will be given at the request of the nurse.
 - c) No document shall be used against a nurse where it has not been brought to their attention in a timely manner.
- 31.04 Any letter of reprimand, suspension or other sanction will be removed from the nurse's record eighteen (18) months following the receipt of such letter, suspension or other sanction, provided that such nurse's record has been discipline free for one (1) year.

ARTICLE 32 – COMPENSATION

- 32.01 The salaries in effect during the term of this Agreement shall be those set forth in Appendix "A" attached to and forming part of this Agreement.
- 32.02 When a change is effected to Appendix "A", nurses who have terminated their employment must apply for retroactive pay in writing, within three (3) months after the date of signing of the new Agreement or the nurse will not be entitled to such retroactive payment.

The Employer shall notify affected Employees at their last known address via registered mail of the settlement of this Agreement.

ARTICLE 33 – CREDIT FOR EXPERIENCE

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

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

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

Once established consistent with this provision, credit for recent related experience will be retroactive to the regular part time, temporary or casual nurse's date of hire. Having established the recent related experience, the Employer will credit a new nurse with one (1) annual service increment for each completed year of experience up to the maximum of the salary grid calculated as set out under Article 18.01 a and b).

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

- b) The Employer shall not be unreasonable in its determination and application of credits for previous experience.

ARTICLE 34 – RENEWAL AND RETROACTIVITY

- 34.01 This Agreement shall be effective from April 1, 2020 to March 31, 2025. Thereafter this Agreement shall continue to remain in effect from year to year 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 the expiry date of this Agreement.

34.02 All changes in this Agreement shall take effect on the date of ratification by the union unless specified otherwise. ONA shall supply the Employer with written notice of ratification.

APPENDIX "A"
WAGES

1. Nurses, including Donor Information Nurses, shall be compensated in accordance with the following salary grid: ("biweekly as herein indicated equals seventy five (75) hours):

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

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

2. A regular full-time nurse who is reassigned to a regular part-time or temporary position, shall assume their same level on the salary grid (for regular part-time or temporary or casual), and vice versa. In addition, for the purpose of movement on the salary grid, a nurse who is reassigned will be given credit for service accumulated since the date of their last advancement.

LETTER OF UNDERSTANDING

Re: Disclosure And Transmission Of Social Insurance Number

The parties herein agree, that should legislation change, such that the provisions of Social Insurance Numbers, and or its electronic transmission is prohibited, it is agreed that the Employer shall no longer provide such to the Association, and the Association shall not grieve such action.

MEMORANDUM OF UNDERSTANDING

Re: Canadian Blood Services Universal Benefits Plan

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

1. All eligible nurses represented by the Association shall participate in the Universal Benefits Plan.
2. The Universal Benefits Plan, as described in the attached plan summary, shall replace Article 25.01- Insured Benefits as contemplated by the Collective Agreement.
3. Other-than-full-time nurses' eligibility for participation in the Universal Benefits Plan shall continue as per their current eligibility for participation under the Collective Agreement.
4. 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.
5. The Employer shall make any future enhancements to the Universal Benefits Plan at its sole discretion.
6. If the Association 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 34.01. 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, 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.

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

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

**CANADIAN BLOOD SERVICES
UNIVERSAL BENEFITS PLAN**

PLAN FEATURES	
Retirement Division	<ul style="list-style-type: none"> ▪ as per the current retirement division
MAJOR MEDICAL	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ full-time: 1st of the month following date of hire ▪ part-time: as per the Collective Agreement
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: compulsory (except for opting out provisions as set out in the benefits contract) ▪ dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Deductible	<ul style="list-style-type: none"> ▪ \$15 single/\$25 family deductible for drug expenses ▪ nil for all other expenses
Combined Maximum	<ul style="list-style-type: none"> ▪ unlimited
Coinsurance	
<ul style="list-style-type: none"> ▪ Drugs ▪ Hospital ▪ Vision ▪ Other Eligible Expenses 	<ul style="list-style-type: none"> ▪ 100% ▪ 100% ▪ 100% ▪ 80% professional and paramedical services ▪ 100% for all other expenses
<ul style="list-style-type: none"> ▪ Drug Features 	<ul style="list-style-type: none"> ▪ drugs available only by prescription (plus certain life-sustaining drugs that do not legally require a prescription) ▪ pay direct drug card ▪ includes claims management features such as, dynamic maintenance, generic drug substitution, and reasonable and customary pharmacy mark-up and dispensing fee maximums by province
<ul style="list-style-type: none"> ▪ Hospital Room 	<ul style="list-style-type: none"> ▪ private 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 – Psychologist 	<ul style="list-style-type: none"> ▪ max of \$500 per person per year

PLAN FEATURES	
<ul style="list-style-type: none"> – Chiropractor – Osteopath – Naturopath – Podiatrist – Speech Therapist – Massage Therapist – Acupuncture (performed by physician) – Physio-therapist 	<ul style="list-style-type: none"> ▪ max of \$500 per person per year ▪ max of \$500 per person per year* ▪ max of \$500 per person per year* ▪ max of \$500 per person per year* ▪ max of \$500 per person per year ▪ max of \$500 per person per year ▪ n/a ▪ max of \$500 per person per year
<ul style="list-style-type: none"> ▪ Vision Care 	<ul style="list-style-type: none"> ▪ max of \$250 per person in any 24 consecutive months (frames, lenses, laser) ▪ one eye exam every 2 calendar years (reasonable and customary costs)
<ul style="list-style-type: none"> ▪ Hearing Aids 	<ul style="list-style-type: none"> ▪ max of \$300 per person in any 5 consecutive calendar years
<ul style="list-style-type: none"> ▪ Other 	<ul style="list-style-type: none"> ▪ nursing home accommodation – max \$20 a day ▪ ambulance services to and from the nearest appropriate medical care ▪ medical supplies and services to specified maximums ▪ accidental dental treatment within 6 months of the accident ▪ extra care (wigs or hairpieces up to \$500 lifetime per person)
<ul style="list-style-type: none"> ▪ Emergency Out-of-Country 	<ul style="list-style-type: none"> ▪ emergency medical services ▪ referral treatment ▪ max of \$5 million lifetime per person
<ul style="list-style-type: none"> ▪ Travel Assistance 	<ul style="list-style-type: none"> ▪ Mondial Assistance plan
* Less any amount paid by the government plan	
DENTAL	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ same as Major Medical
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Dental Fee Guide	<ul style="list-style-type: none"> ▪ current in province of residence
Deductibles	
Single	<ul style="list-style-type: none"> ▪ nil
Family	<ul style="list-style-type: none"> ▪ nil
Coinsurance	
<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%
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	

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

PLAN FEATURES	
Benefit Formula	
<ul style="list-style-type: none"> ▪ Spouse ▪ Each 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"> ▪ Personal Coverage ▪ Family Coverage 	<ul style="list-style-type: none"> ▪ units of \$10,000 to maximum of \$500,000 ▪ spouse, no children: 50% of employee coverage ▪ spouse and children: 40% of employee coverage for spouse & 10% for each child ▪ children only: 15% of employee coverage for each child

LETTER OF UNDERSTANDING

Re: Pre-Authorized Payment for Pension and Benefits

The parties agree that, notwithstanding the provisions set out in the Collective Agreement, the Employer may institute a system of automatic bank withdrawal for payment of the Employee's required pension contributions and benefits premiums during an employee's leave of absence.

Should such a system be implemented, Employees continuing benefits coverage or pension contributions during a leave of absence shall make payment by authorizing the Employer to make the required deductions from the Employee's bank account.

LETTER OF UNDERSTANDING
Re: Donor Screening

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

Therefore, the Parties hereby agree to the following:

- 1) No regular Nurse shall be subject to an involuntary layoff solely due to non-bargaining unit employees performing donor screening.
- 2) The Employer may, at its sole discretion, canvas Nurses to determine if any request to voluntarily terminate employment with the Employer.
- 3) The Employer shall maintain sole discretion in determining the number of Nurses for which voluntary termination will be granted.
- 4) The Employer shall first grant voluntary termination requests from Nurses made pursuant to (2) above who are eligible to retire in accordance with the provisions and requirements of the Canadian Blood Services Pension Plan in order of seniority providing that operational requirements are maintained to the satisfaction of the Employer.
- 5) Should the Employer determine that, following the application of (4) above, additional voluntary terminations can be granted, the Employer shall next grant voluntary termination requests in descending order of seniority, providing that operational requirements are maintained to the satisfaction of the Employer.
- 6) The Employer shall maintain sole discretion in determining the last day worked for Nurses for whom the Employer grants voluntary termination.
- 7) Any Nurse to whom the Employer grants voluntary severance shall not be eligible for the provisions of the Career Bridging Program. Such Nurse shall also forfeit their right to notice and severance as contemplated by the Collective Agreement or legislation.
- 8) Notwithstanding (7) above, any Nurse to whom the Employer grants voluntary severance shall receive a voluntary termination package consisting of:
 - a) A severance payment of three (3) weeks' regular pay per year of service to a maximum of seventy (70) week's regular pay. In the case of part-time Nurses, a pro-rated severance payment shall be calculated based on the following formula, to a maximum of seventy (70) regular weeks' pay:

$$\frac{\text{regular hours worked}}{1500 \text{ hours}} \times 112.5 \text{ hours} \times \text{hourly rate of pay}$$

- b) Career transition services as provided for by the Career Bridging Program. The services shall include career assessment tools, planning tools,

seminars, and counseling. Topics covered include resume preparation and interview preparation.

- c) Education allowance as provided for by the Career Bridging Program. The allowance will be a minimum of \$1,925 to a maximum of five percent (5%) of the Nurse's regular earnings in the twelve (12) months preceding voluntary termination for endeavours that the Employer considers to influence a Nurse's future employment opportunities. Nurses shall apply for such allowance in writing using a form to be provided by the Employer.
 - d) Acceptance of the above noted amounts shall be deemed to include and satisfy any statutorily required notice and/or severance entitlements under the Employment Standards Act.
- 9) The provisions of this Memorandum of Agreement shall not apply to temporary or casual Nurses.
 - 10) The provisions of this Memorandum of Agreement shall apply only to those Nurses hired into the bargaining unit on or prior to the 31st day of December, 2014.

LETTER OF UNDERSTANDING
Re: Acute Care Negotiations

Any general wage increase negotiated or arbitrated between the Ontario Hospital Association and the Ontario Nurses Association for the participating Hospitals Central Agreement applicable during the period April 1, 2016 to March 31, 2017 shall be implemented for the classifications included in Schedule "A", and shall be applied on the same date as negotiated or arbitrated between the Ontario Hospital Association and the Ontario Nurses Association for the participating Hospitals from April 1, 2016 to March 31, 2017.

Any increase to the weekend premium, evening premium, on-call premium, responsibility premium negotiated or arbitrated between the Ontario Hospital Association and the Ontario Nurses Association for the participating Hospitals shall be applied on the same dates as negotiated or arbitrated between the Ontario Hospital Association and the Ontario Nurses Association for the participating Hospitals from April 1, 2016 to March 31, 2017

The Employer agrees to revise the aforementioned premiums upon notification by the Union. Payment shall be made no later than six (6) weeks following notification by the Union.

LETTER OF UNDERSTANDING
Re: Working group — Transportation and Meal Allowance

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 issues of transportation and meal allowance.

The Committee will be composed of three (3) Union and three (3) Employer Representatives

Purpose:

- (a) To review the current Collective Agreement language (Article 26 and 27) as it relates to ‘Nurses at 67 College Street’ and ‘Regional Nurses’;
- (b) to make recommendations related to clarifying and updating the current Collective Agreement language
- (c) to improve and increase our level of collaboration for the mutual benefit of the Employees and Employer.

LETTER OF AGREEMENT
Re: Introduction of National Day For Truth and Reconciliation

Whereas on June 3, 2021, Bill C-5, An Act to amend the Bills of Exchange Act, the Interpretation Act and the Canada Labour Code (National Day for Truth and Reconciliation), received Royal Assent;

Whereas Bill C-5 officially designates September 30 of each year as National Day for Truth and Reconciliation;

Whereas this marks a new public holiday under the Canada Labour Code (Code); and

Whereas this new public holiday does not apply to employees of Canadian Blood Services.

Therefore, the Parties hereby agree to the following:

- #1 Notwithstanding article (23.03) of the Collective Agreement (expiry date 2018-03-31), the Employer proposes to include the newly designated National Day for Truth and Reconciliation as a paid holiday to occur on September 30 of each year or on the day as designated in the Collective Agreement, article 23.01, to commence in 2021.
- # 2 Notwithstanding article (23.03) of the Collective Agreement (expiry date 2018-03-31), the Employer proposes to adjust the applicable 4.88% in lieu for paid

holidays to 5.26% which will include the newly designated National Day for Truth and Reconciliation to commence in 2021.

- #3 The Parties agree that the Employer's proposal outlined in paragraph one (1) and two (2) as well as this Letter of Agreement are both without prejudice and precedent, and that it will not be referred to in any proceedings between them save and except to enforce the terms of the herein agreement
 - #4 The Parties confirm that the terms outlined in this Letter of Agreement constitutes the entire agreement between the Parties.
-

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

DATED AT Toronto, ONTARIO, THIS 21st DAY OF August, 2024.

FOR THE EMPLOYER

FOR THE UNION

Lisa Bruce

Liz O'Halloran

Lyndsey Bogardis

Mercedes Barillas RN
