

SOURCE	G.N.A		
EFF.	91	11	04
TOTAL	93	03	31
No. OF EMPLOYEES	10		
NOMBRE D'EMPLOYÉS	10		

OTHER THAN FULL TIME COLLECTIVE AGREEMENT

(P.T)

Between

THE CANADIAN RED CROSS SOCIETY BLOOD TRANSFUSION ~~SERVICE~~  
OTTAWA, ONTARIO  
(Hereinafter called the "Employer")

PARTY OF THE FIRST PART

And

ONTARIO NURSES' ASSOCIATION  
(Hereinafter called the "Association")

PARTY OF THE SECOND PART

November 4, 1991 to March 31, 1993

SEP 24 1992

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**ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of **this** Agreement is to establish mutually **satisfactory** employment relations between the Employer and the nurses covered by this Agreement and to provide for an **on-going** means of communication between the Association and the Employer for the purpose of discussing matters of mutual interest.

**ARTICLE 2 - DEFINITIONS**

- 2.01 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.
- 2.02 A part-time nurse is one who is employed for an indefinite duration of time to work less than seventy-five (75) hours over a designated two-week period.
- 2.03 "Temporary", a nurse who is hired for a definite period of time to fill a position which is vacant due to the absence of a full-time or part-time nurse or to carry out additional duties or special projects on a full-time or part-time basis.
- 2.04 "Casual", a nurse who is employed on an occasional or intermittent basis and who is available for work as circumstances demand.
- 2.05 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may be deemed to mean the plural.

**ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognises the Ontario Nurses' Association as the exclusive bargaining agent for all registered nurses employed in a nursing capacity by Canadian Red Cross Society at its Blood Transfusion Service (Ottawa Centre), as covered by the certificate issued by the Ontario Labour Relations Board.
- 3.02 All references to officers, representatives and Committee members in this Agreement shall be deemed to mean officers, representatives and Committee members of the duly chartered local Association.

**ARTICLE 4 - MANAGEMENT RIGHTS**

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

**ARTICLE 5 - NO DISCRIMINATION**

- 5.01 The Employer and the Association agree that there will be no discrimination, exercised or practised by either party with respect to any nurse by reason of age, sex, marital status, race, creed, colour, national origin or religious affiliation or other factors not pertinent with respect to employment, or by reason of her membership in or non-membership in the Association, or activities or lack of activities on behalf of the Association.

**ARTICLE 6 - NO STRIKES, NO LOCKOUTS**

- 6.01 The Association agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act, R.S.O. 1980, as amended Chapter 228.

**ARTICLE 7 - ASSOCIATION SECURITY**

- 7.01 During the first month of employment, an officer of the local Association shall be allowed fifteen (15) 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 interview 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 Nurses' Association (Attention: Business Office).

The Employer shall provide the Association with a list, together with the above-mentioned dues, showing the names and social insurance numbers of all nurses from whom deductions were made. In addition the Centre shall advise the Association when changes occur indicating terminations and new hires.

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

7.04 The Employer agrees to provide each nurse with a statement of income and deductions for income tax purposes (T4 Supplementary Slip) which shall include therein the deduction for Association dues.

#### ARTICLE 8 - NURSE REPRESENTATIVE AND ASSOCIATION COMMITTEES

8.01 The Employer recognizes a nurse representative appointed or elected by the Local Association to represent the nurses in their employment relations with the Employer. The Local Association shall advise the Employer of the name(s) of such representatives and any revisions as and when required. The Employer shall not be required to recognize or correspond with any representative until the Employer has been so notified in writing.

The Employer agrees that nurse(s) representatives will not lose regular pay for time spent on matters arising from the functioning of any committees as indicated under this Article, provided that the nurse was scheduled to work on the day of the meeting and the nurse has first obtained permission from her supervisor to leave her work station or assigned duties.

8.02 There shall be only one Nursing Committee representing both full-time, and part-time nurses. The purpose of the combined Nursing Committee is to promote and provide effective and meaningful communication of information and ideas and to make recommendations on matters of mutual concern. Matters may be referred to the Committee by the Local Association or the Employer.

The Nursing Committee shall be composed of two (2) representatives of the nurses to act on behalf of the two (2) bargaining units and at least two (2) representatives of the Employer. Each party may have alternates to replace a member from time to time.

The Nursing Committee shall meet at least once per quarter, on the first Friday of the first month in each quarter. Either party will provide to the other, at least five (5) working days in advance of such meetings, a list of items it wishes to discuss. Notwithstanding the foregoing, a representative of either party may notify a representative of the other in writing of its desire to meet outside of the quarterly meetings and such notice will include a list of the items it wishes to discuss. Within three (3) working days after receipt of such notice, the parties will establish a meeting date and time. It is understood that there shall be no discussion of grievances at these meetings.

- 8.03 Concerns about workload assignments will be submitted to the Nursing Manager in writing by the Local President of the bargaining unit within fourteen (14) calendar days of the occurrence. A discussion by the Local Association Nursing Committee with the appropriate Centre Management shall be initiated by the latter to take place within ten (10) calendar days of the Nursing Manager's receipt of the Local Association letter. Every reasonable effort will be made to resolve the issue satisfactorily. Centre Management shall render its decision in writing to the Local President or designate within fourteen (14) calendar days of the meeting.
- 8.04 The Employer recognizes one Negotiation Committee of two (2) nurses, one from each of the part-time and full-time bargaining units. The function of this Committee shall be to negotiate the Collective Agreement(s) and renewals thereof.
- 8.05 The Employer shall recognize one nurse selected or appointed from the two (2) bargaining units to represent the Local Association on its Occupational Health and Safety Committee.
- 8.06 Representatives of the Ontario Nurses' Association may make requests for access to the premises of the Employer.

**ARTICLE 9 - GRIEVANCE AND ARBITRATION**

- 9.01 a) Where a difference arises between the parties related to the interpretation, application or administration of this Agreement, or where an allegation is made that the Agreement has been violated, the following procedures will be adhered to.
- b) It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is agreed that any such complaint shall be discussed with the nurse's immediate supervisor or Local Association representative within twenty (20) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and failing settlement within ten (10) working days, it shall then be taken up as a grievance in the following manner and sequence:

**Step 1**

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

The Nursing Manager or her designated representative shall render a decision in writing within ten (10) working days following the day on which the grievance was received. If this decision is unsatisfactory to the nurse(s) or the Local Association, Step 2 may be followed within ten (10) working days.

**Step 2**

The written grievance shall be referred to the Centre Administrator or designated representative, who shall reply in writing to the nurse(s) or the Local Association within ten (10) working days following submission of the grievance to the Centre Administrator. During these ten (10) working days, either party may request a meeting(s) to discuss the grievance and a representative of the Ontario Nurses' Association and other Employer representatives may be present at any such meeting(s). If the decision of the Administrator is unsatisfactory to the nurse(s)

or the Association, **it** may be referred to arbitration in accordance with Article 9.05.

- 9.02 If a difference relative to the terms of the agreement arises between the Local 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 ten (10) working days following the circumstances giving rise to it.
- 9.03 Notwithstanding any other provision in this Article, should the Employer discharge, suspend or discipline a nurse(s), it will so notify her in writing, indicating the reason(s) for the discharge, suspension or discipline with a copy to the President of the Local Association. In any meeting where a nurse is to be informed by an Employer's representative that a discharge or suspension shall be imposed on her, she shall be given advice at least prior to the discussion itself that she may have a Local Association representative present during such meeting, Should the nurse(s) wish to file a grievance against an unjust discharge or suspension it shall be reduced to writing and filed within ten (10) working days under Step 2 of the grievance procedure.
- 9.04 A grievance may be settled by any arrangement which is just and equitable in the opinion of the conferring parties.
- 9.05 After exhausting the Grievance Procedure established by this Agreement, either party may within ten (10) working days notify the other party in writing of its desire to submit the grievance to arbitration, and the notice shall contain the name of the first party's nominee to the Arbitration Board.
- 9.06 The recipient of the notice shall, within ten (10) working days, inform the other party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) nominees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the grievance and shall issue a decision and the decision is final and binding upon the parties and upon any nurse affected by it. The Arbitration Board cannot however change the contents of this Collective Agreement. The decision of the majority is the decision



of the Arbitration Board, but if **there is** no majority, the decision **of** the Chairman shall govern.

- 9.07** Each party shall pay the costs and expenses **of its** nominees and **the** costs and expenses **of** the Chairman shall **be** bourn equally by the parties.
- 9.08** The time limits set out in the grievance and arbitration procedures are mandatory, however, they may **be** extended or shortened by mutual agreement **in** writing between the parties.

#### **ARTICLE 10 - SENIORITY**

- 10.01** The Employer will **keep** an up-to-date seniority list for all part-time **nurses**, post the same **in a** conspicuous space, revise as and when there **are** changes, and supply a copy **of** same to the Local Association.
- 10.02** Regular part-time and temporary part-time nurses shall accrue seniority **from the** date **of** last hiring based on actual hours worked (including hours worked responding to call **back and/or** scheduled hours on **days** off) excluding overtime hours, One **year** of seniority shall have been accumulated **for** each 1500 regular hours worked.
- 10.03**
- a) A nurse **whose** status is **changed from** part-time to full-time shall retain credit **for** accumulated seniority in her part-time position **and** thereafter **commence** to accrue seniority in accordance with her full-time position.
  - b) A nurse **whose** status **is** changed from full-time to **part-time** shall retain credit **for** accumulated seniority **in** her full-time position **and** thereafter **commence** to accrue seniority **in** accordance **with** her part-time **position**.
- 10.04** A nurse shall **lose** her seniority and her **employment** shall **be deemed to** have been terminated if she:
- a) resigns for any **reason**;
  - b) **is** discharged for just **cause**;
  - c) has been **on layoff** for more than eighteen (18) months;
  - d) fails to report to work within seven calendar days after being notified by the Society (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 days:
- f) retires.

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

- a) ,when on leave of absence with pay:
- b) when on approved leave of absence, without pay, not exceeding thirty (30) continuous calendar days:
- c) when in receipt of sick leave:
- d) when in receipt of Workers' Compensation up to eighteen (18) months.

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

- a) when on approved leave of absence without pay, exceeding thirty (30) continuous calendar days:
- b) when absent on account of accident or illness and not in receipt of sick leave credits:
- c) when on maternity or adoption leave:
- d) when on layoff up to twelve (12) months:

#### **ARTICLE 11 - PROBATIONARY PERIOD**

**11.01** a) New nurses hired for part-time positions shall serve a probationary period of four hundred and fifty (450) hours or six (6) months whichever comes first 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 supervisor recommends extension of the probation period for further appraisal of performance, an extension of up to three calendar months may be made, provided that the nurse is so notified in writing, with a copy to the Nurse Representative.

- b) It is understood that a nurse has to serve only one probationary period with the Employer. If her employment status changes during such probation period she will be credited with the time worked in order to complete a probationary period equivalent to either full-time or part-time as the case may be.
- c) A nurse shall be required to reimburse the Employer for any sick leave paid to her if her employment is not continued beyond her probationary period.

11.02 The new nurse's work performance shall be periodically assessed during her probationary period and the results of which shall be discussed with her by her immediate supervisor; this gives the nurse the opportunity to improve her work performance if the same has been assessed to be below the standard set for the position, during the remainder of her probationary period. If the new nurse is found unsatisfactory in the opinion of the Employer, such nurse may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure.

## ARTICLE 12 - TRANSFERS AND PROMOTIONS

- 12.01 In all cases of transfer and promotion in the bargaining unit, the following factors shall be considered:
- a) skill, ability and performance;
  - b) seniority.

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

12.02 All promotions and transfers within the bargaining unit shall be on a trial basis. The promoted or transferred nurse will be given a trial period of sixty (60) working days. Should such nurse fail to succeed during the above mentioned trial period, the Employer will reinstate the nurse in her former position without loss of seniority.

A temporary nurse who is appointed to a permanent position without a break in service will be given a trial period of sixty (60) working days. Upon successful completion of the trial period such temporary nurse shall be credited with all hours worked in the temporary position and trial period for the purpose of calculating seniority and service credits for the purpose of calculating vacation entitlements and increments. Should such a nurse fail to

succeed during the above mentioned trial period, she will have no claim to the vacated temporary position,

**12.03 Appointments to Supervisory Positions Outside the Bargaining Unit**

- a) A nurse who elects to transfer to a position outside the bargaining unit with the Employer may be rehired in the bargaining unit after the Employer has complied with the job posting and recall provisions, The returning nurse shall be given a seniority date based upon her accumulated seniority at the time of transfer to the position outside the bargaining unit and she shall resume accumulation from the date of returning to the bargaining unit. The nurse shall retain her last date of hire with the Employer for the purposes of calculation of salary.
- b) The selection or appointment of nurses for any supervisory position not covered by 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 which time the nurse shall have the right to return to her former position without loss of seniority or benefits.

**12.04** The Employer will post notices of vacant or new positions, stating the area of the vacancies, in locations to be determined mutually for ten (10) working days prior to making a permanent appointment to any such position, in order that any interested nurse may apply. A copy of such posting shall be sent to the Local President. If no qualified nurse applies, the Employer may then hire a new nurse. The names of the successful applicant or applicants shall be posted by the Employer and a copy sent to the President of the Local.

**ARTICLE 13 - LAYOFF AND RECALL**

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

- a) Temporary nurses shall be laid off before part-time nurses. Thereafter nurses will be laid off in the reverse order of their seniority provided that nurses who are entitled to remain based on their seniority are willing and able to perform the remaining work available.

- b) Nurses shall be recalled in the order of their seniority provided that they are willing and able to perform the available work.
- c) In case of layoff, nurses will not be entitled to any provisions of this Collective Agreement. Upon resumption of duty the nurse's anniversary increment date shall be adjusted by the same amount of time as the layoff.
- d) No new nurses will be hired when there is a nurse(s), either full-time or part-time, on layoff who is qualified, willing and able to perform the available work.

**ARTICLE 14 - LEAVES OF ABSENCE**

- 14.01
  - a) All applications for leave of absence without pay, unless otherwise indicated herein, shall be made in writing to the Nursing Manager or designate five (5) weeks in advance, except in extenuating circumstances, in order that staff substitutions may be arranged. Applicants shall indicate in their application the date of departure and date of return. The Employer will give the nurse a written reply within five (5) working days of the request.
  - b) In the case of leaves of absence without pay in excess of thirty (30) calendar days, nurses shall cease to accrue seniority. Resumption of accrual of seniority shall recommence upon their return to duty from their leave of absence.
- 14.02 Written requests for personal leave of absence without pay will be considered on an individual basis by the Employer.
- 14.03 Compassionate leave with pay shall be granted to a nurse upon her request limited to her posted scheduled hours of work:
  - a) attending and/or making arrangements for the funeral of the nurse's spouse (common-law included), significant other (as an established relationship of at least three (3) years), child, mother, father, brother, sister, legal guardian, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law - up to three (3) days with pay. Up to two (2) additional days with pay may be added

if travel **is** required (in excess of 320 kilometre radius of the city **in** which the nurse **resides**).

- b) attending to serious illness **in the nurse's** Immediate family namely: spouse (common-law included), legal guardian, parent, child, - an aggregate of **three** (3) days with pay per year. **Two** (2) additional days with pay may be added **if** travel **is** required (in excess of a 320 kilometre radius of the city **in** which the nurse resides).

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

- c) attending and/or making arrangements **for** the funeral of the nurse's sister-in-law or brother- in-law - one (1) day with pay.

**14.04**

If a nurse is required to **serve** as a juror **in** any court of law or coroner's inquest proceeding or required by subpoena or summons to attend a court of law, or coroner's inquest proceeding, or is required to attend a hearing of the College of Nurses, she shall not lose her regular pay **as** per posted and scheduled hours.

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

**14.05**

- a) **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 case 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 and no **more** than one (1) nurse may be absent **from** scheduled work at any one time. The Employer agrees, however, that three (3) continuous days of leave of absence without pay may be granted (four (4) days without pay in the case of the ONA Annual Meeting) two (2) nurses provided relief staff is available, outside of the aforementioned time limit, to enable **them** to attend the Annual Convention of the Association.

- b) 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 without loss of seniority and benefits for up to one (1) year, provided five (5) weeks advance written notice is given. During such leave of absence, salary benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer for such gross salary and Employer contributions to benefits. The nurse agrees to notify the Employer of her intention to return to work in writing within five (5) weeks following termination of office.
- c) 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 however, subject to operational requirements and provided that such request shall not be unreasonably withheld. 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 benefits.
- d) The applicable weekly or daily pay referred to in 14.05(b) or (c) above shall be calculated based on the average number of hours worked per week or day in the 4 week period immediately prior to the receipt of the request from the nurse by the Employer.

14.06 The Employer shall allow time off without pay to nurses to attend medical, dental and legal appointments when such appointments cannot be arranged outside working hours. The Association agrees that nurses shall give reasonable notice in advance when requesting time off to attend such appointments.

14.07 Education Leave

Leave of absence without pay, for purposes of further education directly related to the nurse's employment may be granted by the Employer. The nurse must apply in writing to her immediate supervisor five (5) weeks in

advance and upon request provide evidence that she is registered in the course.

**ARTICLE 15 : PREGNANCY/PARENTAL/ADOPTION LEAVE**

**15.01 Pregnancy/Parental Leave**

- a) A nurse who is pregnant and who has been employed by the Employer for a period of at least thirteen (13) weeks immediately preceding the estimated day of her delivery, shall be granted, upon her written application therefor, a leave of absence' without pay of seventeen (17) weeks commencing no earlier than seventeen (17) weeks immediately preceding the estimated day of her delivery. Such leave shall be in accordance with the provisions of the Employment Standards Act of Ontario except as amended in this Article.
- b) The leave application shall be submitted at least two (2) weeks in advance of the day upon which the nurse intends to commence her leave of absence, and shall be supported with a certificate from a legally qualified medical practitioner attesting to her pregnancy and indicating the estimated day upon which, in his/her opinion, the delivery will occur.
- c) A nurse who is applying for pregnancy leave and who is also entitled to parental leave without pay of eighteen (18) weeks, must commence her parental leave immediately following the end of her pregnancy leave. The nurse shall notify the Employer in writing of her intention to take parental leave at the same time she is requesting pregnancy leave under Article 15.01 b) above.
- d) The nurse shall re-confirm her intention to return to work or may request changes to the dates originally approved in subsection b) above by written notification received by the Employer at least five (5) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be placed in a comparable position. If neither is available, the nurse shall be laid-off in accordance with Article 13 of this Agreement.
- e) Seniority shall continue to accrue during pregnancy and parental leave, however, the nurse will not accrue vacation, sick leave, nor will she be paid for named



holidays occurring during such leaves of absence. Absence on pregnancy or parental leave shall not be considered as service for the purpose of entitlement to increased vacation or sick leave credits.

- f) During the nurse's pregnancy/parental leave, the nurse shall continue to participate in the staff benefit plans she is enrolled in immediately prior to commencing her leave unless she gives the Employer five (5) weeks advance written notice before her leave is to commence that she does not intend to do so. The nurse shall be required to prepay her share of any premiums.
- g) The nurse shall have the option, upon return to employment from pregnancy/parental leave, to buy back her pension for the entire period of absence.
- h) A nurse returning from pregnancy/parental leave shall be paid at the same step in the salary scale that she had attained prior to going on such leave of absence; however, her increment date shall be adjusted by the same period of time as the leave of absence and the new increment date shall prevail thereafter.
- 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 from date of hire subject to successfully completing her probationary period.
- j) The Employer may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy,

15.02

**Parental/Adoption Leave**

- a) A nurse who commenced employment with the Employer at least thirteen (13) weeks before the expected date of delivery or date of custody of a child and is a parent, shall be entitled to eighteen (18) weeks of parental leave of absence without pay in accordance with the provisions of Employment Standard Act of Ontario, except as amended in this Article.

- b) The nurse shall advise the employer in writing two (2) weeks in advance of the date the parental leave is to commence and end. Such leave must commence no later than thirty-five (35) weeks after the child was born or came into the custody, care and control of the parent.
- c) The nurse shall re-confirm her intention to return to work *or* may request changes to the dates originally approved in subsection b) above by written notification to be received by the Employer at least five (5) weeks in advance thereof'. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be placed in a comparable position. If neither is available, the nurse shall be laid-off in accordance with Article 13 of this Agreement.
- d) Seniority shall continue to accrue during parental and adoption leave, however, the nurse will not accrue vacation, sick leave, nor will she be paid for named holidays occurring during such leaves of absence. Absence on parental or adoption leave shall not be considered as service for the purpose of entitlement to increased vacation or sick leave credits.
- e) During the nurse's parental and adoption leave, the nurse shall continue to participate in the staff benefit plans she is enrolled in immediately prior to commencing her leave unless she gives the Employer five (5) weeks advance written notice before her leave is to commence that she does not intend to do so. The nurse shall be required to prepay her share of any premiums.
- f) The nurse shall have the option, upon return to employment from parental/adoption leave, to buy back her pension for the entire period of absence.
- g) A nurse returning from parental/adoption leave shall be paid at the same step in the salary scale that she had attained prior to going on such leave of absence; however, her increment date shall be adjusted by the same period of time as the leave of absence and the new increment date shall prevail thereafter.
- h) Nurses newly hired to replace nurses who are on approved parental/adoption leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, the

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

**ARTICLE 16 - PROFESSIONAL DEVELOPMENT AND EDUCATION PROGRAMME**

- 16.01 The Employer recognizes the need for programmes to assist the nurses' professional growth. To this end, the Employer will provide:
- a) an orientation programme;
  - b) a staff in-service educational programme. When a nurse is required by the Employer to attend in-service educational programmes outside of her regularly scheduled working hours she shall be paid for all time spent in attendance at her regular straight time hourly rate of pay.
  - c) a periodic written performance evaluation programme;
  - d) staff attendance at professional nursing association meetings, short term workshops or conferences relevant to the nurse's work, subject to financial constraints.
- 16.02 Professional leave with pay (subject to Article 14.05 d) will be granted to nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

**ARTICLE 17 - WORKERS' COMPENSATION**

- 17.01 All nurses included in this Agreement shall continue to be covered by the provisions of the Ontario Workers' Compensation Act.
- 17.02 The Employer and the Association agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury or illness.
- 17.03 When a nurse is absent on a Workers' Compensation claim, all benefits of this Agreement will cease to accrue for a period of eighteen (18) months or less subject to 17.04 below.
- 17.04 A nurse shall lose her seniority and employment on the date when she is declared permanently unfit to perform her regular duties or, on the date as of which a physician certifies the nurse fit to return to work and she fails to do so, or, after eighteen (18) months of absence on

Workers' Compensation, or, in the case of nurses who are hired for a definite term of employment, upon expiration of such term, whichever occurs first.

17.05 All accidents must be reported immediately by the nurse to her supervisor and submit the completed accident report to the Supervisor Administrative Services. The nurse will be provided with a copy of the accident report.

17.06 Nurses are required to provide the Employer, as far in advance as possible, with a written notice of readiness to return to work.

#### ARTICLE 18 - WORKING ENVIRONMENT

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

#### ARTICLE 19 - SICK LEAVE

19.01 The nurse must observe all of the following regulations:

- a) Advise department head or director of sickness or accident on the first day of disability.
- b) Give full and correct information regarding the disability and furnish medical certificates as may be required by the Society.
- c) Report to the Society before making any change in usual place of residence or address during disability.

#### ARTICLE 20 - HOURS OF WORK

20.01 a) The Employer shall provide an unpaid meal period of one (1) hour in duration for nurses who are scheduled to work seven and one-half (7 1/2) hours or longer or as otherwise agreed between the nurses and the Employer.

- b) The Employer shall provide an unpaid meal period of thirty (30) minutes in duration for nurses who are scheduled to work five (5) hours but less than seven and one-half (7 1/2) hours.

- c) No meal period need be provided for nurses scheduled to work less than five (5) hours.
- 20.02 Whenever possible the meal period for nurses (described in 20.01 above) shall be given 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.
- 20.03 Nurses shall be provided with a paid rest period of fifteen (15) minutes during each work shift of less than four (4) hours. However, for every seven and one-half (7 1/2) hours worked in a day, exclusive of any meal period, each nurse shall receive two (2) paid rest periods of fifteen (15) minutes each: provided that for each additional three (3) consecutive hours worked in a day another paid rest period of fifteen (15) minutes shall be provided.
- 20.04 Should nurses not receive their rest periods or meal period as set out in Articles 20.02 and 20.03 of the Collective Agreement, or be called back to work during such times, such time shall be compensated at straight time plus a premium of .5 for the time worked.
- 20.05 There shall be a rest period of at least eleven (11) hours between the cessation of work on one (1) day and the commencement of work on the next day. Should the Employer require the nurse to work within this eleven (11) hour rest period, the nurse shall be credited at straight time for all hours worked within the eleven (11) hour period and in addition, shall receive a premium of .5 multiplied by all hours worked within the eleven (11) hour period.
- 20.06 There shall be no splitting of shifts in any given day (i.e., if there should be any waiting time between the cessation of work and the recommencement of work in any single day, such waiting time (exclusive of any meal period of one hour in duration) shall be credited at straight time).
- 20.07 Effective November 4, 1991, a nurse shall be paid a premium of forty-five (0.45) cents for each hour worked between 7:00 p.m. on one day and 7:00 a.m. on the next day.

**ARTICLE 21 - SCHEDULE REGI**

- 21.01 Part-time and temporary nurses shall be scheduled a minimum of four (4) days off (without pay) over a designated two week period.

- 21.02 On long weekends occasioned by designated paid holidays, the nurses agree that their days off may not necessarily be consecutive.
- 21.03 On-call or standby duties if required shall be assigned on a rotation basis among all part-time and temporary nurses as equitably as possible, it being agreed between the parties to this Agreement that:
- a) "On-call (or "standby") duty" means the period during which a nurse is required to remain available for duty outside her scheduled working hours, and during which the nurse must be available to respond without undue delay to any request to return to duty.
  - b) On-call duty on Saturday and Sunday shall be assigned to the same nurse.
  - c) Effective on November 4, 1991, a nurse assigned to on-call duty shall receive on-call pay at the rate of \$2.25 per hour for the period of scheduled on-call (\$2.50 per hour on paid holidays). On-call pay shall cease when the nurse in response to a call-back works during the scheduled on-call period. Such work shall be paid in accordance with Article 22.03 of this Agreement. Effective April 1, 1992, the above rates will be increased to \$2.50 and \$3.00 respectively.
  - d) A nurse on standby who responds to a call-back shall be reimbursed by the Employer, either the amount of her taxi fare or if she uses her own vehicle at the rate of \$0.26 cents per kilometre, to a maximum of \$18.00 or to such greater amount as the Employer may in its discretion determine for her travel.
- 21.04 Any work to be performed on a Saturday or on a Sunday shall be assigned on a rotation basis among all part-time and temporary nurses covered by this Agreement.
- 21.05 Work schedules for part-time and temporary nurses shall be posted four (4) weeks in advance, provided that where circumstances exist which if left unattended, would jeopardize blood collection operations, or in cases of staff replacement a change may be made.
- 21.06 Out-of-town mobile clinics for clinic nurses working out of the Ottawa Centre shall be rotated on an equitable distribution basis.

**ARTICLE 22 - OVERTIME AND CALL BACK**

- 22.01 a) If a temporary full-time nurse should work in excess of seventy-five (75) hours in the designated two week averaging period, she shall be paid overtime for such excess hours worked at the rate of one and one half (1 1/2) times her basic hourly rate.
- b) All other nurses shall be paid overtime at the rate of one and one half (1 1/2) times her basic hourly rate for all hours worked in excess of the posted and confirmed schedule or seven and one half (7 1/2) hours whichever is greater.
- 22.02 a) Nurses required by the Employer to work on their scheduled day(s) off, shall be entitled to pay at the overtime rate of time and one-half (1 1/2) for all hours so worked.
- b) Nurses who are called in to work on an unscheduled work day will be paid their regular straight time hourly rate for all hours worked.
- 22.03 A nurse who is called back to work outside her regular scheduled hours of work shall be paid a premium at the rate of time and one-half (1 1/2) her straight time hourly rate for all hours worked during this period or for four (4) hours at time and one-half (1 1/2), whichever is greater.
- 22.04 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 1/2) hours on a paid holiday or on a nurse's scheduled day(s) off.
- 22.05 When a nurse who reports for work as scheduled, unless otherwise notified, is sent home because there is no work available she shall be paid a minimum of four (4) hours pay at her regular rate.

**ARTICLE 23 - PAID HOLIDAYS**

- 23.01 Nurses shall receive a payment in lieu on or for the following paid holidays:

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
civic Holiday

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

1/2 day before Christmas Day  
1/2 day before New Year's Day

and shall be paid, on each pay cheque, in addition to their basic regular rate of pay, four and one-half (4 1/2) percent of their individual straight time earnings (i.e. applicable straight time earnings, exclusive of overtime pay, all premiums and vacation pay), in lieu of the above-mentioned named holidays.

- 23.02 a) Any nurse who is required to work on a named holiday shall be paid one and one-half (1 1/2) times her straight time hourly rate for all hours worked on such named holiday, and the nurse shall not receive a day off in lieu of the holiday worked.
- b) Any nurse who works on a named holiday two (2) years in succession shall be paid two (2) times her straight time hourly rate for all hours worked on such named holiday, and the nurse shall not receive a day off in lieu of the holiday worked.
- 23.03 Should any other day be officially proclaimed in Ontario by the Federal or Provincial Governments, it shall thereafter be recognized by the Society and granted as a paid holiday to nurses covered by this Agreement.

#### ARTICLE 24 - VACATIONS

- 24.01 a) Nurses shall be paid on each pay cheque six (6%), eight (8%), or ten (10%) percent of their gross salary earned in lieu of vacation, whichever percentage is applicable. "Gross salary" as herein used includes straight time pay, overtime pay, premiums, pay in lieu of holidays as provided for in Article 23.01 a) of this Agreement, and pay in lieu of benefits as provided for in Article 25.01 of the Agreement.
- b) After twelve (12) months of continuous service part-time nurses may apply for annual vacation without pay depending on their vacation entitlement prorated to Full-time.
- c) Requests for vacations must be made in writing four (4) weeks in advance, and the Employer will grant requests, where possible, provided that vacation quotas shall not be unduly restrictive.
- d) In the event of conflicts seniority shall prevail. Seniority rights, however, can only be exercised up



to April 1st of the year after which vacation schedules as already confirmed can no longer be disturbed by assertion of seniority rights.

e) Prior to leaving on vacation nurses shall be notified of the date and time on which to report for work following vacation.

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

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

24.04 a) A full-time nurse who immediately prior to transferring to a part-time position has used advance vacation credits shall have the option to repay the Employer in full or to make arrangements for the recovery of the vacation overpayment.

b) A full-time nurse who has vacation credits not yet taken at the time of transfer to a part-time position shall receive pay for such unused vacation credits, around the time of transfer. However, any prearranged vacation shall be without pay.

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

#### **ARTICLE 25 - WELFARE BENEFITS**

25.01 On each pay cheque, nurses shall be paid, in addition to their basic regular rate of pay, twelve and one-half (12 1/2%) percent 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 a) of this Agreement, and pay in lieu of annual vacation as provided for in Article 24.01 a) 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.

Should any nurse become eligible for and join the pension plan, in accordance with the rules and regulations of such plan, the above percentage in lieu will be reduced by four (40) percent.

**ARTICLE 29 - UNIFORMS**

- 29.01 A part-time nurse who is required to wear a uniform not supplied by the Employer shall receive a uniform allowance of \$95.00 per annum prorated on a monthly basis and will be made only to those nurses who are on staff as at October 1. Nurses on probation at date of issue will receive the uniform allowance only after successful completion of their probationary period. Effective April 1, 1992 the uniform allowance shall be increased to \$105.00 per annum.

**ARTICLE 30 - MISCELLANEOUS**

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

**ARTICLE 31 - EMPLOYEE FILES**

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

**ARTICLE 32 - COMPENSATION**

- 32.01 All nurses shall be compensated for their services in accordance with Schedule "A".
- 32.02 When a change is effected in the salary schedules attached, retroactive pay for those who have left employment shall be applied for at the time the nurse leaves her employment.
- 32.03 Effective November 4, 1991, a nurse who is temporarily assigned in a classification higher than her own, including classifications outside the bargaining unit, shall be paid a premium of one dollar and twenty cents (\$1.20) per hour or portion thereof during such temporary assignment in addition to her regular rate of pay. The nurse will continue to accrue seniority, applicable to her under this Agreement. The Employer will advise the nurse of the expected duration of the temporary assignment and such assignment may be extended by agreement between the nurse and the Employer.
- 32.04 Effective November 4, 1991, whenever a nurse is assigned the responsibility in a clinic to direct, supervise or oversee work of other nurses, and/or auxiliary staff, she shall be paid a premium of sixty cents (\$.60) per hour in addition to her regular salary.
- 32.05 Newly hired nurses shall receive recognition for continuous related nursing experience as follows:
- a) one (1) annual increment for each one (1) year of continuous related experience up to the after 4 years level as outlined in Appendix "A";
  - b) if there has been a break in the nurse's employment of more than two (2) years, then the number of increments to be provided shall be at the discretion of the Employer.

**ARTICLE 33 - INCREMENTS**

- 33.01 a) Salary increments shall be paid to each nurse in accordance with Schedule A or as amended by the terms of this Collective Agreement.
- b) A nurse whose status is changed from full-time to part-time will receive an increment upon completion of 1500 hours worked (including hours worked since her last increment in her full-time position) or twelve



months since her last increment whichever occurs later.

**ARTICLE 34 - NEW POSITIONS**

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

**ARTICLE 35 - RENEWAL RETROACTI**

**35.01** This Agreement shall be for a term of November 4, 1991 and shall continue in full force and effect up to and including March 31, 1993. If either party desires to modify or amend this Agreement it shall give the other party notice in writing of its election to do so not earlier than ninety (90) days before the expiry date.

**35.02** Salary rates shall take effect as set out in Schedule "A" of this Agreement and if necessary shall be retroactive to April 1, 1991 on all regular earnings excluding overtime, all premiums and allowances.

**35.03** All changes in this Agreement shall take effect on the date of signing, unless otherwise specifically indicated herein.

**SCHEDULE "A"**

**Compensation**

1. Part-time, temporary part-time and casual nurses shall be compensated in accordance with the following salary grid ("per week" equals 37.5 hours):

**Effective April 1, 1991**

<b><u>Increment Level</u></b>	<b><u>Hourly</u></b>
Start	16.81
After 1500 hours	17.71
After 3000 hours	18.10
After 4500 hours	18.97
After 6000 hours	19.74
After 7500 hours	20.51
After 9000 hours	21.28
After 10500 hours	22.05
After 12000 hours	22.82
After 13500 hours	23.59

2. **Effective October 1, 1991**

**Increment Level**

Start	16.81
After 1500 hours	17.71
After 3000 hours	18.10
After 4500 hours	18.97
After 6000 hours	20.00
After 7500 hours	20.77
After 9000 hours	21.54
After 10500 hours	22.56
After 12000 hours	23.59
After 13500 hours	24.62

3. **Effective April 1, 1992**

**Increment Level**

Start	16.81
After 1500 hours	17.71
After 3000 hours	18.46
After 4500 hours	19.49
After 6000 hours	20.51
After 7500 hours	21.54
After 9000 hours	22.82
After 10500 hours	24.10
After 12000 hours	25.38
After 13500 hours	26.67

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.

Agreement made this 9th day of January, 1992

ON BEHALF OF THE **CANDIAN** RED CROSS SOCIETY

[Signature]  
Director, Human Resources

[Signature]  
Centre Administrator

[Signature]

The undersigned hereby certify that the foregoing Agreement sets forth properly terms and conditions agreed upon by the Canadian Red Cross Society and the Ontario Nurses' Association through the process of Collective Bargaining.

ON BEHALF OF THE ONTARIO NURSES' ASSOCIATION

[Signature]

[Signature]

[Signature]

[Signature]