

Collective Agreement

Between

**Ontario Public Service Employees Union
on behalf of its Locals 160, 200, 210, 477, 5103**

and

**Canadian Blood Services
TORONTO / HAMILTON / LONDON /
BRAMPTON/ OTTAWA**

DURATION: April 1, 2011 – March 31, 2013



Sector 19
160/200/210/477/5103-20130331-19

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PURPOSE

The purpose of this Agreement is to establish an orderly collective bargaining relationship between the parties and to provide means for the prompt disposition of grievances to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 1 – INTERPRETATION

- 1.01 "Union" shall mean the Ontario Public Service Employees Union.
- 1.02 "Employer" shall mean Canadian Blood Services Centres at Toronto, London, Hamilton, Brampton, and Ottawa.
- 1.03 "Employees" shall mean persons as identified in Article 2.01 of this Agreement as members of the bargaining unit.
- 1.04 A "Regular Full-time Employee" is one who is employed for an indefinite duration of time to work the full prescribed hours as specified in this Collective Agreement.
- 1.05 A "Regular Part-time Employee" is one who is employed for an indefinite duration and who is scheduled to work normally less than full-time hours.
- 1.06 "Temporary Employee" is one who is employed for a definite duration of time to replace a full-time or part-time employee on an anticipated prolonged leave of absence or is employed to undertake or assist in undertaking a special project of limited duration or as required to meet temporary operational needs for a period not to exceed twelve (12) months unless mutually agreed otherwise by the Employer and the Union.
- 1.07 A "Casual Employee" is one who is hired to work occasionally or intermittently for the purpose of staff relief.
- 1.08 A regional employee is one who is hired to work at mobile and/or permanent clinics, in or out of specific regions outside the boundaries of the Toronto, London, Brampton, Hamilton or Ottawa Blood Centre, as described in Article 26.01 of the existing collective agreement.
- 1.09 A permanent clinic employee is one who is hired to work at a specific permanent clinic site (as defined by Article 1.10) within the boundaries of the Toronto, London, Brampton, Hamilton and Ottawa Blood Centre as described in Article 26.01 of the existing Agreement. Such employees may be scheduled to mobile clinics if they agree to such assignment.
- 1.10 A permanent clinic site is a location other than the Blood Centre 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.
- 1.11 A Centre employee is one who is hired to work at or out of the Toronto, Hamilton, London, Brampton or Ottawa Blood Centre. Such employees may be scheduled to work permanent clinic if they agree to such assignment.

- 1.12 A "Work Week" commences at 0001 hours on Monday and ends at 2400 hours on Sunday.
- 1.13 "Section" shall be defined as one of the following:
- Donor Testing
 - Quality Control
 - Production
 - Distribution
- 1.14 The feminine gender shall mean and include the masculine and similarly the singular shall include the plural and vice versa as applicable.
- 1.15 Part-time, temporary and casual employees shall be covered by the provisions of this agreement unless otherwise stated, amended or where specific reference is made in articles as to that article's applicability to certain employee group or groups.
- 1.16 Whenever the term "credited" is used in this agreement it shall mean that such hours shall be included in the averaging period for the purpose of calculating the corresponding pay entitlement.

ARTICLE 1A – NO DISCRIMINATION

- 1A.01 The parties agree that there will be no intimidation, harassment, discrimination, interference, restraint or coercion exercised or practised by the Employer and the Union or their representatives because of membership or activity in the Union.
- 1A.02 The Employer, employees and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code and agree that there shall be no discrimination, restraint, intimidation, harassment or coercion practised or permitted by the Employer or the Union or any of their representatives against any employee because of sex, sexual orientation, age, marital status, family status, disability, record of offences, race, colour, creed, criminal record, national or ethnic origin, ancestry, citizenship or political opinion.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all non-professional employees (support staff) of the Canadian Blood Services working at or out of the Toronto, London, Hamilton, Brampton and Ottawa Blood Services Centres, together with all employees hired to work in or out of specific locations outside the boundaries of the aforementioned Blood Services Centres as set out in the Certificate issued by the Labour Relations Board of Ontario dated the 8th day of August, 1994 employed as Phlebotomists, Clinic Assistants, Donor Care Associates, Donor Services Representatives, Clerks, Administrative Assistants, Timekeeper/Schedulers, Medical Secretaries, Drivers, Driver II's, Stores Accountants, Utility Persons, Logistics Dispatchers, Logistics Attendants, Shipper/Receivers, Logistics Trainers, Licensed Mechanics, Supply Technicians, Porters, Laboratory Assistants and Technical Support Analysts save and except Co-ordinators, Supervisors, Assistant Supervisors, Administrative Assistants performing supervisory functions or involved in confidential matters related to labour relations and persons employed above these ranks.

ARTICLE 3 – UNION SECURITY

- 3.01 The Employer shall deduct from each employee in the bargaining unit an amount equal to the regular monthly dues as designated by the Union. Within four (4) weeks of signing of this agreement the Employer shall deduct dues retroactive to the ratification date of this Agreement. The amount of the regular monthly dues shall be as certified to the Employer, in writing, at least one calendar month in advance of any change, by the Accounting Department of the Union from time to time. The amounts so deducted shall be remitted by the Employer to the Union's Accounting Department no later than the 15th of the month following the month in which such deductions were made, accompanied by a list of the names, S.I.N.s and addresses of employees from whose wages the deductions have been made. In the case of new employees, dues deduction will commence with the employee's first pay cheque. The Employer agrees that, should negotiations result in retroactive payment of salaries, the Employer will deduct the amount of dues required.
- 3.02 The Union shall indemnify and save the Employer free and harmless with respect to all sums so deducted and remitted.
- 3.03 During the first thirty (30) days of employment, the appropriate shop steward of the local shall be allowed a meeting of up to thirty (30) minutes within regular working hours with any new OPSEU represented employees. Such meeting shall be mutually arranged by the Employer and the Union Steward.

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.
- 4.02 The parties further acknowledge that it is the exclusive function of the Employer, subject to the provisions of this Agreement, to manage and control its operations, and without limiting the generality of the foregoing, to:
- a) maintain order, discipline, and efficiency;
 - b) hire, transfer, promote, classify, demote, layoff, assign work, and suspend or discharge employees for just cause, and introduce new or improved methods or facilities;
 - 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 employees, schedule 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.
- 4.03 These management rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 – UNION REPRESENTATION AND COMMITTEES

5.01 Union Shop Stewards

The Employer agrees to recognize up to eight (8) local Union Shop Stewards to be elected or appointed from amongst the bargaining unit employees, at each Blood Service Centre, with at least one (1) from each of the following employee groups: one (1) Clinic Assistant, one (1) Phlebotomist, one (1) Driver, one (1) Donor Services Representative, one (1) Clerical Staff (including Administrative Assistants, Clerks and Data Entry Clerks), and one (1) Laboratory Assistant for the purpose of dealing with grievances as provided under this Collective Agreement.

5.02 Labour Management Committee

- a) A Labour Management Committee shall be established within each Local Union consisting of employee representatives of the local Union representing both full-time and part-time employees and at least two (2) Centre Management representatives. There shall be no more than two (2) employee representatives from each classification, where possible, as set out in Article 2.01 above, and the maximum number of employee representatives from each Local Union shall be as follows:
- Local 160 (London) – 5 representatives
 - Local 200 (Brampton) – 7 representatives
 - Local 210 (Hamilton) – 5 representatives
 - Local 477 (Ottawa) – 6 representatives
 - Local 5103 (Toronto) – 6 representatives
- b) The Committee shall concern itself with matters of the following general nature:
- i) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
 - ii) increasing operating efficiency by promoting co-operation in effective economy moves;
 - iii) improving of service to the public;
 - iv) promoting of safety and sanitary practices and the observance of safety rules;
 - v) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
 - vi) correcting conditions making for grievances and misunderstandings;
 - vii) promoting education and training of staff. In this connection, employees required to attend in-service educational/training seminars shall be paid for such attendance.

- viii) The employer will also notify, within seven (7) calendar days, in writing, the local union president of any bargaining unit employee assigned to a position outside of the bargaining unit. Such notice shall include the start date and expected duration including any other circumstances of the position.
- c) The Committee shall be scheduled to meet at mutually satisfactory times but not less than once every three (3) months, unless otherwise mutually agreed.
- d) A representative of either party shall notify a representative of the other in writing of its desire to meet, and such notice will include a list of the items it wishes to discuss. Within three (3) working days, the parties will agree on a meeting date and time. A written record shall be maintained of matters referred to the Committee and their recommended disposition.
- e) A staff representative of OPSEU may, on invitation of the local Union or the Employer, attend Labour Management Committee meetings.

5.03 Negotiating Committee

The Employer agrees to recognize a Union Negotiating Committee comprised of one (1) employee representative, representing both full-time and part-time employees, elected or appointed from amongst the bargaining unit employees at each Blood Services Centre. The Union shall notify the National Human Resources Office, Employee Relations, in writing, with a copy to each Manager, Human Resources, of the names of the members of the Union Negotiating Committee at the time of serving of written notice, of the Union's desire to commence bargaining in accordance with Article 35.01, or no later than eight (8) weeks prior to the commencement of negotiations.

5.04 Union Representation

- a) The Employer agrees that regular full-time employees who are shop stewards and local Union employee representatives shall suffer no loss of regular pay, for time spent in attending negotiations, grievance meetings or Labour – Management Committee meetings, excluding the Joint Health and Safety Committee as set out in this Article, with representatives of the Employer provided that any such employee representative is scheduled to work on the day of the meeting. Employees shall not be entitled to the provisions of Articles 12.02, 25 and 26.
- b) Regular part-time employees who are shop stewards and local Union employee representatives shall be paid at their straight time hourly rate for time spent in attending meetings set out in a) above to a maximum of seven and one half (7.5) hours per day. Regional employees who are required to attend such meetings at the Centre shall be paid for travel time. Employees shall not be entitled to the provisions of Articles 25 and 26. In the event such meetings as set out in a) above occurs outside the working hours or goes beyond the scheduled working hours of a shop steward and local Union employee representative, the employees will be paid their regular straight time hourly rate for time spent at such meetings to a maximum of seven and one half (7.5) hours.
- c) Shop stewards and local Union employee representatives shall obtain the prior permission of their supervisor before leaving their place of work in order to attend

scheduled negotiations, grievance or Labour-Management Committee meetings. Permission shall not be unreasonably requested or withheld.

5.05 Joint Occupational Health and Safety Committee

- a) It is a mutual interest of the parties to promote a healthy and safe workplace and minimize the risk of workplace injuries, disabilities or illness. The employer shall provide orientation and training in health and safety to new and current employees and employees shall attend required health and safety training sessions.
- b) The Employer shall recognize one (1) employee representative to be elected or appointed from amongst the bargaining unit employees from each department (i.e. Administration, Logistics, Clinic Services and Laboratory) at each Blood Services Centre to represent the bargaining unit on the Joint Health and Safety Committee. In accordance with the current practice, the parties agree that the number of representatives attending the said committee meetings may be limited. Time spent at meetings and for carrying out duties and responsibilities shall be credited at the employee's regular hourly rate or premium rate as applicable.
- c) Such committee shall identify potential dangers and hazards, recommend means of improving health and safety programs and actions to be taken to improve conditions related to health and safety.
- d) At least one OPSEU member from each worksite committee will be a certified worker as defined under the Occupational Health and Safety Act. Such training will be provided by an organization recognized by the Ministry of Labour. Such member will be deemed to be at work while the member is fulfilling the requirements for becoming certified, and the Employer shall pay the member for the time spent at the member's regular rate of pay. The parties will encourage such member to commit for two (2) years.
- e) The Employer shall provide copies of the Joint Health & Safety Committee meeting minutes to the local Union President or designate.

5.06 The names and normal jurisdiction of each shop steward, local Union employee representative on any committee, and local Union executives, as selected from time to time, shall be provided in writing to each Manager, Human Resources by the local Union. The Employer shall not be required to recognize and deal with any such Steward, employee representative or executive until it has been so notified in writing.

5.07 The Employer undertakes to instruct all members of its supervisory staff to co-operate with shop Stewards and other local Union employee representatives of the Union, as set out in this Article, in carrying out their responsibilities under the terms of this agreement.

5.08 The Union undertakes to secure from its shop stewards and other local Union employee representatives their co-operation with the Employer and with all persons representing the Employer in carrying out their responsibilities under the terms of this agreement.

5.09 Local Time Off

The Employer agrees to provide paid time off for the Local President/Unit Steward or designee for the purpose of conducting Union business related to the implementation and administration of the Collective Agreement. The Employer will pay up to four (4) hours per month. This time may not be carried over beyond the month in which it is allocated.

For greater clarity, the purpose of this Presidential/Unit Steward leave is to conduct the affairs of the Local other than those that are covered elsewhere in this Collective Agreement.

ARTICLE 6 – JOB SECURITY / LAY-OFF

6.01

- a) In the event of technological change, reorganization or reassignment of bargaining unit work employees who require new or greater skills, shall be given a period of training in order to acquire the new or greater skills. The Employer shall assume the cost of tuition and travel. There shall be no reduction of wages or benefits during the training period, however, the employee will not be entitled to overtime. Training shall be given during working hours whenever possible and may not extend beyond six (6) months.
- b) In the event that an employee is unable to acquire the required new or greater skills or if an employee's position becomes redundant as a result of technological change, reorganization, reassignment of bargaining unit work or contracting out she shall be given advance notice of lay-off or pay-in-lieu of notice in accordance with Article 6.05.

6.02

- a) For the purpose of this agreement a layoff shall mean a reduction of staff complement either at a Blood Centre, Region or at other permanent clinic sites where employees are employed by the Blood Centre. Layoffs will occur separately at each location.
- b) Seniority lists and layoff and recall rights of full-time and part-time employees at each Blood Centre shall remain separate and apart for all purposes.
- c) In case of layoff, casual, temporary/term and agency employees shall be terminated/released first by classification, provided that those employees who remain on the job have the qualifications and ability to perform the work. Casual, temporary/term employees shall be given notice and severance in accordance with the Employment Standards Act. No other provisions of Article 6 shall apply to temporary/term and casual employees.

6.03 Notice to Union

In the event of a layoff of a permanent or long term nature, the Employer will:

- a) make every effort to provide the Local President and OPSEU Staff Representative with three (3) calendar months notice of such layoff, and

- b) meet with the Labour Management Committee to review the following:
 - i) the reason causing the layoff;
 - ii) the areas of cut-back and the employees to be laid off;
 - iii) alternatives that might be resorted to in order to minimize the number of employees to be laid off.
- c) To allow the Labour Management Committee to carry out its mandated role under this Article, the Employer will provide the Committee with all staffing information and with a copy of any reorganization plans.

d) Voluntary Layoff

Concurrent with issuing layoff notification to employees, the Employer shall consider requests from employees in the affected classification(s) to be laid off in the following manner:

- i) The Employer will canvas employees in the affected classification(s) to determine whether any of those employees wish to voluntarily terminate employment with the Employer.

The Employer will provide an irrevocable letter of intent to any interested employee. Employees wishing to take voluntary layoff shall sign the irrevocable letter of intent within fourteen (14) calendar days. The letter of intent will be in effect for thirty (30) calendar days from the date of the signing of the letter.

- ii) The Employer shall first consider requests from employees who are eligible to retire in accordance with the provisions and requirements of the CBS Pension Plan. Should the Employer grant the request, subject to (iv) below, the employee shall forfeit her right to notice and shall be eligible for severance pay as per Article 6.10.
- iii) Should an insufficient number of employees volunteer pursuant to (ii) above, the Employer shall go to the list of volunteers who have signed an irrevocable letter of intent. Should the Employer grant the request, subject to (iv) below, the employee shall forfeit her right to notice and shall be eligible for severance pay as per Article 6.10.
- iv) The Employer shall grant requests for voluntary layoff in seniority order, providing that operational requirements are maintained to the satisfaction of the Employer.
- v) If the required number of employees are not laid off pursuant to (ii), (iii) and (iv) above, Article 6.05 shall apply.
- vi) It is also understood and agreed that acceptance of payment under this provision constitutes a termination of employment and is a waiver of recall rights and all other payments under Article 6.

6.04 Notice to Employees

Notwithstanding the notice periods set out hereunder for employees, the Employer reserves the right to give notice of layoff to employees concurrently with notice to the Union as set out under Article 6.04.

- a) Employees with less than one (1) year, in addition to severance entitlement under Article 6.10, shall be given three (3) weeks advance notice of layoff or pay-in-lieu of notice, subject to Article 6.05, with copies sent to the Local President and OPSEU Staff Representative.
- b) Employees with greater than one (1) year but less than five (5) years of service, in addition to severance entitlement under Article 6.10, shall be given four (4) months advance notice of layoff or pay-in-lieu of notice, subject to Article 6.05, with copies sent to the Local President and OPSEU Staff Representative.
- c) Employees with five (5) or more but less than ten (10) years of service, in addition to severance entitlement under Article 6.10, will be given an eight (8) month advance notice of layoff or pay-in-lieu of notice, subject to Article 6.05, with copies sent to the Local President and OPSEU Staff Representative.
- d) Employees with ten (10) to twenty (20) years of service, in addition to severance entitlement under Article 6.10, will be given a ten (10) month advance notice of layoff or pay-in-lieu of notice, subject to Article 6.05, with copies sent to the Local President and OPSEU Staff Representative .
- e) Employees with more than twenty (20) years of service, in addition to severance entitlement under Article 6.10, will be given a fourteen (14) month advance notice of layoff or pay-in-lieu of notice, subject to Article 6.05, with copies sent to the Local President and OPSEU Staff Representative.

6.05 a) Employees who are required to work during their notice period shall be guaranteed to receive the cash equivalent of their notice period under Article 6.05 at the time of layoff or, in place of such payment, they may elect to exercise their rights under Article 6.10.

- b) Employees who receive notice of layoff under Article 6.05 who are not required to work during their notice period must elect within five (5) weeks to either receive the cash equivalent of the remainder of their notice period under Article 6.05 or, in place of such payment, to exercise their rights under Article 6. In the event that such an employee displaces into a lower paying position under the provisions of Article 6, their pay rate shall be maintained at the scale for the position from which they were laid off for a period of six (6) months.

6.06 Employees who opt to receive the cash equivalent shall be deemed to be terminated and the provisions of Article 6.11, shall not apply to such employees.

6.07 The notice periods referred to in Article 6.05 includes statutory notice required under the ESA and, where required, payment shall be processed for the applicable notice period, in accordance with legislation. All employee insured staff benefits, including Pension if applicable, will continue during the statutory notice period.

6.08 In the event of a layoff the Employer shall reduce staff in the reverse order of classification seniority in the Blood Centre, Region, or permanent clinic site where the layoff is to occur, provided that those employees who remain on the job have the qualifications and ability to perform the work.

6.09 Severance Pay

a) Involuntary Lay Off:

- i) A laid off employee shall receive one (1) week of severance pay, equal to one (1) week of regular earnings, per year of service to a maximum of twenty-six (26) weeks.
- ii) For the purposes of calculating the severance pay, months of service will be pro-rated to actual weeks of service as the case may be.
- iii) In the case of part-time employees regular earnings will be calculated by determining the average weekly regular wages earned by the employee in the sixteen (16) week period immediately preceding the date of layoff.
- iv) The total notice including pay in lieu plus severance shall not exceed seventy (70) weeks.

b) Voluntary Lay Off

Employees who have been approved for a voluntary lay off shall be eligible for two (2) weeks pay for each year of service, plus a pro-rated amount for any additional partial year of service with CBS, to a maximum of fifty-two (52) weeks, on the basis of the employee's regular weekly earnings. In the case of a part-time employee the average weekly regular wages earned by the employee in the sixteen (16) week period immediately preceding the date of voluntary layoff. Such employees shall not be eligible for notice as outlined under Article 6.05 above or under the ESA.

- c) The severance payments referred to in this Article include statutory severance as required under the ESA.

6.10 Displacement

- a) i) An employee who receives a layoff notice, may within ten (10) working days [five (5) weeks for those laid off under Article 6.06 b)] of receipt of such notice exercises her right to displace another employee (full-time to full-time and part-time to part-time) who is working in or out of the same Blood Centre, who has less seniority and who is the least senior employee in an equal or lower paying classification provided that, the employee who is subject to the original layoff has the required qualifications and is able to perform the duties of the displaced employee's job classification to the satisfaction of the Employer within a training period of at least one month in duration. An employee shall accrue seniority during such training period. The employee shall be placed on the same step on the salary scale as in her former classification.

- ii) Where the position identified in accordance with the above sequence is in excess of one hundred (100) kilometres from the location at which the employee is normally assigned, the employee shall have further right of election. The Employer, by again following the above sequence, shall identify the first position, if any, within one hundred (100) kilometres of the location at which the employee is normally assigned. The employee shall elect to take either the job identified in excess of one hundred (100) kilometres or to take the job identified within one hundred (100) kilometres, or to be laid off.
- b) An employee who fails to exercise her right within the time limits stated above, or is found by the Employer, after the training period, to lack the ability to perform the work, shall be laid off and placed on the recall list.
- c) An employee who is bumped under this Article will be given a layoff notice and the provisions of this Article shall apply.
- d) Full-time employees who are laid off, if they so desire, may bump to part-time status in their same job classification. The employee bumped as a result of this transfer will only be eligible for the recall rights as provided for in Article 6.12. On transfer to part-time status, such employees will be credited with their accumulated full-time seniority on the basis of each year worked being equal to 1950 hours worked. They shall also retain their rights to be recalled to full-time employment subject to Article 6.12 (a) (ii) and (iii).

6.11 Laid off employees will not accrue or be entitled to any benefits under this agreement with the exception of recall rights. Insured benefits the employee was participating in immediately prior to the layoff, excluding LTD, may be continued for a period of six (6) policy months following the layoff. The employee must make arrangements with the Employer for the prepayment of the full cost of premiums (Employers and employees share) to ensure such continuing coverage. Employees shall accrue seniority in accordance with Article 15.04 d).

6.12 Recall Rights

- a) i) A laid off employee shall be recalled to her former classification available in accordance with her classification seniority, full-time to full-time part-time to part-time.
- ii) An employee shall be recalled to another available vacancy, (full-time to full-time and part-time to part-time), in an equal or lower paying classification in order of bargaining unit seniority, provided that she has the qualifications and ability to perform the work to the satisfaction of the Employer, after a training period of at least one month in duration. Employees shall accrue seniority during their training period.
- iii) An employee who, in the opinion of the Employer, after the training period, is found to lack the ability to perform the work shall be considered to have been returned to laid off status and thereafter only the provisions of Article 6.13 a) i) shall apply to such employee.

- iv) An employee who accepts a recall to an alternate job classification shall be placed on the same step on the salary scale as in her former job classification.
 - v) An employee who was recalled to an alternate position or who has bumped and successfully completed her training period in a displaced or alternate job classification shall not be considered to be on layoff. However, such an employee shall be entitled to return to the job classification she held prior to the lay-off should there be a vacancy, within twelve (12) months of the date of the original lay-off notice, provided that the employee can be requalified / recertified to perform the duties of her former job classification within a three (3) month period. After twelve months in the displaced or alternate job classification, the employee shall be considered to be permanent in that classification.
- b) An employee who is recalled to work shall be credited with the seniority she had at the time of layoff, subject to her rights under Article 15.04 (d).
 - c) The Employer shall notify employees of recall by registered mail, addressed to the last address on record with the Employer. Notification shall be deemed to have been received on receipt of the return portion of the registered mail card by the Employer. (However this period shall not exceed ten (10) days from the date on which the registered letter was sent). The notification shall state the job classification to which the employee is being recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Employer.
 - d)
 - i) No new employee shall be hired until all those laid off have been give an opportunity to return to work and have failed to do so, or have been on layoff in accordance with the loss of seniority provision in Article 15.03 c) contained herein, or have been found unable to perform the work available, or have been found that they lack the qualifications and ability required for the alternate vacant job classification.
 - ii) An employee who remains on the recall list because there have not been any positions available in an equal or lower paying classification will be given first consideration for a position in the bargaining unit in a higher paying classification over a new employee, provided that she has the qualifications and ability to perform the work to the satisfaction of the Employer, after a training period of at least one month in duration.
 - e) An employee who refuses a recall will be removed from the recall list and shall be considered to have terminated her employment and shall receive severance pay as per Article 6.10. Severance for the purpose of calculation of severance pay shall cease as of the date of the expiry of the notice period.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 A grievance is any difference that arises between the parties related to the interpretation, application or administration of this Agreement, or where an allegation is made that this Agreement has been violated. In processing grievances, the following procedures will be adhered to:

- a) Grievance forms shall be supplied by the Union. The grievance must contain reference to the article and specific section of the agreement, which is alleged to have been violated, provide a brief explanation of the nature of the grievance and the redress sought.
- b) An employee may have the assistance of her shop steward from the employee group as set out in article 5.01. If her classification shop steward is not available an alternate shop steward may be selected by the employee, at any stage of the grievance procedure if she so desires.
- c) An employee who is required to attend meetings at Step 1 and Step 2 of the grievance procedure shall be given time off with no loss of regular pay to attend such meetings.
- d) The time limits set out in Articles 7, 8 and 9 are mandatory. Failure to comply with such time limits, by the party initiating the grievance, unless the parties mutually agree in writing otherwise, shall result in the grievance being abandoned. Days as referred to in Articles 7, 8 and 9 are exclusive of Saturdays, Sundays and designated paid holidays.

e) Complaint Stage

It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within eighteen (18) days after the circumstances giving rise to it have occurred. In cases where the employee has been absent from the work place at the time the circumstances have occurred, the 18 day period shall commence on the date of her return. Failing settlement within five (5) days, it may then be taken up as a grievance by the employee as outlined in Step 1 within ten (10) days following the expiry of the five (5) day period.

f) Step 1

The aggrieved employee shall present her grievance in writing to her supervisor, or, in the latter's absence, her designated representative. The supervisor and/or her designated representative shall meet with the grievor and her Union grievance Steward within ten (10) days of receipt of the grievance to discuss the matter and she shall render an answer to the grievance, in writing, within ten (10) days of the meeting.

g) Step 2

If the grievance is not settled in Step 1 or no answer in writing is received within ten (10) days of the grievance meeting in Step 1, the aggrieved employee may present the grievance at Step 2 within ten (10) days of receipt of the supervisor's reply or where no answer is received within ten (10) days of the date of submission of the grievance at Step 1. The aggrieved employee shall present her grievance in writing to the Manager, Human Resources, or, in his absence, the Manager, Human Resources' designated representative. The Manager, Human Resources and/or a designated representative shall meet with the grievor and her grievance Steward within ten (10) days of receipt of the grievance to discuss the matter and shall render a response in writing within ten (10) days of such meeting.

7.02 If the grievance is not settled in Step 2, the grievance may be referred to Arbitration as provided in Article 8 within fourteen (14) days of receipt of the decision of the Manager, Human Resources or the expiry of the ten (10) day time limit in Step 2. The Union shall notify the Manager, Human Resources in writing of its desire to proceed to Arbitration, and at the same time advise the Director of the name of the Union grievance Steward who will be attending the Arbitration hearing.

7.03 Policy Grievance

- a) Should any difference arise between the Employer and the Union as to the interpretation or alleged violation of the provisions of this Agreement it may be presented by either party to the other party, in writing, in the form of a policy grievance at Step 2 of the grievance procedure. Where the policy grievance is initiated by the Employer it shall be filed with the local Union President or her designee.
- b) It is expressly understood that the provisions of this Article shall not be used with respect to a grievance directly affecting an employee which she could have instituted herself.

7.04 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they shall present a group grievance in writing signed by each employee within fifteen (15) days following the occurrence or origination of the common circumstances giving rise to the grievance. The grievance shall commence at Step 2 of the grievance procedure and shall be treated throughout the grievance procedure as a single grievance.

7.05 A staff representative of OPSEU may, on invitation of the local Union or the Employer, have access to the premises of the Centre to assist in the settlement of a grievance at Step 2 or deal with disputes arising under Article 7.03 or Article 7.04.

ARTICLE 8 - ARBITRATION

- 8.01 a) Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 7 above, and which has not been settled, will be referred to a Board of Arbitration at the written request of either of the parties hereto.
- b) The Employer shall grant time off without loss of regular pay to the grievor and one grievance Steward to attend Arbitration hearings.
- 8.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union, and a third person to act as Chairperson, chosen by the other two members of the Board.
- 8.03 Within ten (10) days of the request by either party for a Board, each party shall notify the other, in writing, of the name of its appointee.
- 8.04 Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in Article 8.03 above, the Minister of Labour of the Province of Ontario will be asked to name the Chairperson.
- 8.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties.
- 8.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.07 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the Chairperson.
- 8.08 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 8.09 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 7.02 advising the other party of proceeding to Arbitration. All other provisions referring to a board of arbitration shall appropriately apply.

ARTICLE 9 – DISCHARGE CASES

- 9.01 A full-time or part-time employee who has completed her probationary period and who is discharged from employment with the Employer and submits that her discharge is without just cause, may file a grievance in writing with the Manager, Human Resources or designate at any time within ten (10) days after she is notified of her discharge. This grievance will then be dealt with at Step No. 2 of the grievance procedure.
- 9.02 When an employee has been discharged, she shall have the right to speak with a

grievance Steward for a reasonable period of time before leaving the premises. A meeting room will be made available by the Manager, Human Resources or designee.

9.03 The release of a temporary employee, at the end of her term or prior to, shall not be the subject of a grievance or arbitration.

ARTICLE 10 – NO STRIKES, NO LOCKOUTS

10.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE 11 – WAGES, ANNIVERSARY INCREMENTS

11.01 The parties agree that all employees within the bargaining unit shall be paid in accordance with the salary rates indicated in Schedule "A" of this Agreement.

11.02 a) Employees on staff at the date of signing of this Agreement will receive a retroactive increase in salary as applicable in accordance with Schedule A. Such retroactivity shall only apply to basic wages earned during such period.

b) Employees who have terminated their employment between April 1, 2011 and the date of signing of this Agreement, shall be entitled to retroactivity. The Employer shall pay the retroactive wages within ninety (90) days following ratification to the employee's last known address.

c) This article shall not apply to employees who were discharged for cause, such employees having no right to retroactivity provided herein.

11.03 The anniversary dates for the purpose of determining the dates of salary increases contained in Schedule A of this Agreement shall continue to be based on the date of the full-time employee's commencement of current service with the Blood Services Centre where she is currently employed.

11.04 For part-time, temporary and casual employees, progression to the next step level of the salary grid shall be effected upon completion of each 1500 regular hours worked, in the same position classification, up to the maximum step level of the salary grid.

11.05 All changes in this agreement shall take effect on the date of ratification of the Collective Agreement unless otherwise specified under articles herein.

ARTICLE 12 – HOURS OF WORK

12.01 a) Work hours

i) For those full-time employees holding Clerical Staff (Administrative Assistant, Clerk, Stores Accountant, Medical Secretary [Bilingual]) and Utility Person and Technical Support Analyst positions, the regular work week shall consist of 37.5 hours per week.

ii) A full-time Clinic Assistant, Phlebotomist, Driver, Laboratory Assistant, Donor Services Representative, Data Entry Clerk, and any other clinic

staff shall work an average of 75 hours over a two week period.

- iii) It is understood that if a full-time employee is scheduled to work less than 37.5 hours or less than 75 hours due to unavailability of work, she shall be paid her full weekly or bi-weekly salary as is appropriate to her averaging period.
- iv) The hours of work for part-time and temporary part-time employees shall be normally less than those prescribed under Article 12.01 a) i) or 12.01 a) ii) for full-time employees.
- v) The hours of work for temporary and casual employees shall be either full-time or part-time as prescribed in Article 12.01 a) i) or a) ii) above.
- vi) Part-time, temporary and casual employees shall be paid their hourly wages on the basis of hours worked.
- vii) A part-time, temporary part-time or casual employee who is called in or reports for work as scheduled, where there is no work available shall receive a minimum of four (4) hours pay at her regular rate. This article shall include all employees who are scheduled to attend mandatory in-service/educational training sessions. An employee who is scheduled to attend a mandatory staff meeting shall be guaranteed a minimum of two (2) hours pay at her regular rate. It is understood that employees will not be required to attend mandatory staff meetings on their days off. Such employees will be paid for all time in attendance at their straight time hourly rate.
- viii) A full-time employee who reports for work as scheduled where there is no work available shall receive a minimum of four (4) hours pay at her regular rate. This article shall include all employees who are scheduled to attend mandatory in-service/educational training sessions. An employee who is scheduled to attend a mandatory staff meeting shall be guaranteed a minimum of two (2) hours pay at her regular rate. It is understood that employees will not be required to attend mandatory staff meetings on their days off. This article shall not apply to employees who are scheduled less than four hours and who work their scheduled hours.

b) Meal Periods

The Employer shall provide unpaid meal periods for employees who are scheduled to work as follows:

- i) shift of five (5) consecutive hours or less, exclusive of unpaid meal period – no meal period.
- ii) shift of more than 5 hours to 7.5 hours, exclusive of unpaid meal period – 30 minutes.
- iii) shift longer than 7.5 hours, exclusive of unpaid meal period – one meal period of one (1) hour in duration.

- iv) shift of 10.5 hours or longer – two (2) meal periods totalling 90 minutes shall be provided.
- v) The meal period for all clinic staff shall be given between the hours of 11:00 a.m. and 2:30 p.m. for lunch, and between the hours of 4:00 p.m. and 7:00 p.m. for dinner. If the days work is concluded prior to 1:30 or 6:30 p.m., no lunch period nor dinner period need be provided unless otherwise required by legislation. This article does not apply to any shift of five (5) consecutive hours or less.
- vi) Any additional meal period that must be provided under legislation shall be 30 minutes in duration. Such meal period will be scheduled at a time as determined by the Employer taking into account operational requirements and employee needs.

c) Rest Periods

- i) Employees who are scheduled to work seven and a half (7.5) hours in a day, exclusive of any meal period, shall receive two (2) paid rest periods of fifteen (15) minutes each. Subject to operational requirements, rest periods may be combined by mutual agreement. Employees scheduled to work less than seven and a half (7.5) hours but a minimum of four (4) hours, shall be provided with one paid rest period of fifteen (15) minutes. Should the workday extend a further three (3) hours, another paid rest period of fifteen (15) minutes shall be provided.
- ii) Rest periods for employees, who are assigned to a mobile clinic, shall be scheduled during the period commencing with the start of set-up and end of tear down. Should the employee not receive her rest period as a result of operational requirements, such employee will be credited with fifteen (15) minutes in lieu and in addition shall be paid a premium of 0.5 times her regular rate outside the averaging period.
- iii) For safe driving purposes any driver who has driven for two (2) continuous hours may at her discretion take a fifteen (15) minute paid break.
- iv) Employees who operate Video Display terminals shall be provided with an alternate work assignment away from the V.D.T. for at least fifteen (15) minutes in duration after every two consecutive hours.

- 12.02
- a) In the case of those employees who have been authorized to proceed from their place of residence to the clinic site, or from the clinic site direct 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 the Centre to the clinic site and, in case of return, from the clinic site to the Centre. This Article shall not apply to Permanent clinic employees.
 - b) Regional Employees shall be credited with the actual travel time from the permanent clinic site in their city or, where there is no permanent clinic site, from the local city hall when attending any clinic, including permanent clinic sites outside the city or town limits. Such travel time shall be credited to hours of work based on a fixed time period, as reasonably established by the Employer. (As

measured from the time to travel from the permanent site to the various clinics outside the city or town limits).

- c) Permanent clinic employees who are hired to work at a specific permanent clinic will not be paid for travelling time to and from their residence. Should such an employee be scheduled to work at clinics other than their specific permanent clinic location, they shall be compensated for travelling time calculated from their permanent clinic location.

12.03 Days Off

- a) The Employer shall identify days off on posted schedules for all employees.
- b) The provisions of Article 12.03 (b) shall apply only to employees hired into the bargaining unit on or before January 25, 2013.

Full-time employees shall be scheduled two consecutive days off without pay per weekly period, which shall include a Saturday or a Sunday, and will either be completed or started in the weekly period; and, part-time, temporary, and casual employees shall not exceed the ratio of 10:4 for workdays to non-workdays in a period of two work weeks, provided that:

- i) A premium of \$1.75 per hour shall be paid to an employee in addition to her applicable hourly rate of pay for each hour worked between 2400 hours on Friday to 2400 hours Saturday when the Saturday is scheduled as part of the employee's regular work week.
- ii) An employee who is scheduled to work on a Sunday shall be credited with straight time for all hours worked and, further, shall be paid a premium of one times her rate of pay over and above her straight time basic pay. These provisions shall only apply to Donor Services Representatives when such employees work on clinics.
- iii) An employee who is required to work on her scheduled day or days off shall be paid at the rate of time and one-half (1.5) for all hours worked. This payment is on top of and separate from the averaging period.
- iv) An exception shall be made in the case of one (1) driver and one (1) Laboratory Assistant working out of the Toronto Centre, who shall work seven (7) consecutive days in one week but who shall receive two consecutive days off in lieu in the following week. This seven consecutive day work week shall be assigned on a rotational basis from among all the drivers and laboratory assistants working out of the Toronto Centre.
- v) Any work to be performed by an employee on a Saturday or on a Sunday shall be assigned on a rotational basis separately at each Blood Centre, Region and permanent clinic from among all full-time employees and among all part-time employees within the classification involved, provided the employee has been trained to perform the required work. It is not the intention of this provision to either advantage nor disadvantage those employees who are qualified to perform functions beyond the basic requirements of their classification.

- vi) Part-time and temporary part-time employees who are called in to work on an unscheduled workday(s) will be paid at their regular straight time hourly rate for all hours so worked subject to the other provisions of this Article. A part-time employee who is called in to work on a Sunday shall be credited with straight time for all hours worked and, further, shall be paid a premium of one times her rate of pay over and above her straight time basic pay
- c) The provisions of Article 12.03 c) shall apply only to employees hired into the bargaining unit after January 25, 2013.

Full-time employees shall be scheduled two consecutive days off without pay per weekly period. Part-time and Casual employees shall not exceed the ratio of 10:4 for workdays to non-workdays in a period of two work weeks.

- i) A premium of \$1.75 per hour shall be paid to an employee in addition to her applicable hourly rate of pay for each hour worked between 2400 hours on Friday to 2400 hours Sunday when such hours are scheduled as part of the employee's regular work week.
- ii) An employee who is required to work on her scheduled day or days off shall be paid at the rate of time and one-half (1.5) for all hours worked. This payment is on top of and separate from the averaging period.
- iii) An exception shall be made in the case of one (1) driver and one (1) Laboratory Assistant working out of the Toronto Centre, who shall work seven (7) consecutive days in one week but who shall receive two consecutive days off in lieu in the following week. This seven consecutive day work week shall be assigned on a rotational basis from among all the drivers and laboratory assistants working out of the Toronto Centre.
- iv) Any work to be performed by an employee on a Saturday or on a Sunday shall be assigned on a rotational basis separately at each Blood Centre, Region and permanent clinic from among all full-time employees and among all part-time employees within the classification involved, provided the employee has been trained to perform the required work. It is not the intention of this provision to either advantage nor disadvantage those employees who are qualified to perform functions beyond the basic requirements of their classification.
- v) Part-time and temporary part-time employees who are called in to work on an unscheduled workday(s) will be paid at their regular straight time hourly rate for all hours so worked subject to the other provisions of this Article.

12.04 Regular part-time employees, except those employed at the Sarnia Site and Drivers employed at Kingston and Windsor Sites, shall be assigned a defined Full Time Equivalent (FTE) at the time of hire under the following conditions:

- a) The defined FTE shall be averaged over a six (6) week period. The Employer shall endeavour to minimize the variation in posted scheduled hours over a bi-

weekly period.

- b) The number of regular part-time positions and the defined FTE's shall be determined by the Employer.
- c) All leaves of absences with or without pay shall count towards the defined FTE.
- d) The defined FTE for regular part-time employees shall be noted in such employees' employment offer letters.
- e) Regular part-time employees must commit to be available to work as scheduled by the Employer except as provided by any other provision of the Collective Agreement.
- f) After all regular part-time employees have been scheduled to their defined FTE, the Employer shall first schedule remaining available work to those employees assigned a defined FTE of less than 0.5 on an equitable basis, by classification and department/section separately at each Blood Centre, Region, or permanent clinic, until such employees have all be scheduled to 0.5 of an FTE.
- g) Following the application of 12.04 (f) above, the Employer shall schedule any remaining available work on an equitable basis amongst regular part-time employees by classification and department/section separately at each Blood Centre, Region, or permanent clinic.
- h) Notwithstanding the above, the Employer may reduce a regular part-time employee's defined FTE and such reductions shall be done in the reverse order of seniority by classification in the affected department/section separately at each affected Blood Centre, Region, or permanent clinic. The Employer may identify certain FTE's within which such reductions shall occur and such reductions shall not constitute a layoff. Should such reduction exceed twenty (20%) per cent of a regular part-time employee's FTE in a twelve (12) month period Article 6 shall not apply, however such employee shall have the following options to be exercised within ten (10) working days following notification of such reduction in their defined FTE:
 - i) Accept the reduction of the defined FTE, or;
 - ii) Displace a regular part-time employee with less seniority and who is the least senior in the same classification at the same Blood Centre, Region, or permanent clinic, or;
 - iii) Terminate her employment on a date to be determined by the Employer and accept a severance paid at one (1) week of severance pay, equal to one (1) week of regular earnings per year of service, plus a pro-rated amount for any additional partial years of service with CBS, to a maximum of twenty six (26) weeks. Regular earnings shall be the average weekly regular wages earned by the employee in the sixteen (16) week period immediately preceding the date of termination. Such severance includes statutory severance as required under the *Employment Standards Act*.
- i) Should a regular part-time employee with a defined FTE obtain another job for any reason, she shall assume the defined FTE assigned by the employer for that job.

12.05 Overtime

- a) The Employer shall have the right to schedule overtime when such is required, provided, however, that the Employer shall give notice of overtime as far in advance as is practicable. The Employer will not unreasonably deny employee requests to not work unscheduled overtime, subject to operational requirements.
- b)
 - i) All authorized hours worked by an employee in excess of her averaging period shall be considered overtime and shall be paid at the rate of 1.5 times her basic hourly rate.
 - ii) Part Time employees shall be paid at the rate of one and one half (1½) times their basic hourly rate for all hours worked in excess of the hours scheduled for that day or 7.5 hours, whichever is greater.
- c) If requested in writing, employees will be allowed to accumulate up to a maximum of twenty-two and a half (22.5) overtime hours in an overtime bank. All other overtime hours shall be automatically paid out on each pay cheque. Time off from the overtime bank may be granted by the Employer, upon the written request of the employee 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.
- d) Records indicating overtime hours worked by each employee during the preceding pay period shall be posted on the bulletin board within five (5) working days following each pay day.

12.06 On-Call Pay

- a) An employee assigned to on-call duty, outside her scheduled working hours, must respond without undue delay to any request to return to duty. An employee who is scheduled to be on-call shall receive on-call pay at the rate of \$2.75 per hour Monday to Saturday and \$3.25 per hour on Sundays and designated Paid Holidays for the period of scheduled on-call. On-call pay shall cease when the employee in response to a call back arrives at the Centre and until such time as she leaves the Centre during the scheduled on-call period. Call back for all employees shall be paid in accordance with the provisions outlined in Article 12.06 a). On-call hours shall not be included in the averaging period.
- b) On-call duty assignment will first be attempted on a rotational basis separately at each Blood Centre, Region and permanent clinic from among all the employees within the classification(s) involved who volunteer to be on-call provided that such employees have been trained to perform the specific functions required.
- c) If there are insufficient volunteers to provide the required coverage then on-call duty shall be assigned on a rotational basis separately at each Blood Centre, Region and permanent clinic from among all employees within the classification(s) involved provided that the employee has been trained to perform the specific functions required.
- d) An employee assigned to on-call who responds to a call back shall be reimbursed, each time she is required to report for work, either return taxi fare to her residence or if she uses her own vehicle at the prevailing corporate per

kilometre rate, in either case to a maximum of \$50.00 per call back. Taxi receipts to be submitted for reimbursement.

12.07 Call Back

- a) A full-time or temporary full-time employee who is contacted when off the premises of the Employer and is required by the Employer to report for work prior to her next scheduled starting time, such employee shall be paid a premium at the rate of time and one-half (1.5) of her basic hourly rate for all hours worked or for four (4) hours at straight time, whichever is greater. Hours worked as a result of this article shall not be included in the averaging period. The minimum guarantee will not be applicable if the employee is called in to work within three (3) hours of her scheduled starting time.
- b) A part-time employee shall receive call back pay at the rate of time and one half (1.5) of her basic hourly rate for all hours worked or for four (4) hours at straight time, whichever is greater, if she is called back within the same day. The minimum guarantee will not be applicable if the employee is called in to work within three (3) hours of her scheduled starting time.
- c) Where an employee is contacted by the Employer outside the workplace prior to the starting time of his or her next scheduled shift, in circumstances where such contact is considered to be a "call back to work" but the employee is not required to physically attend at the workplace, the employee shall be paid a minimum of one (1) hour of pay at one and one-half (1½) times his or her basic hourly rate. The initial call and any subsequent calls during the next one (1) hour will be treated as a single "call back to work" for pay purposes. Where more than one (1) hour has elapsed between calls, each call will be treated as a new "call back to work" for pay purposes.

12.08 Out of Town Mobile Clinics

Out of town mobile clinics for employees which require employees to be away from their homes for two (2) nights or longer shall be rotated separately at each Blood Centre from among regular full-time employees and separately among regular part-time employees within the classification involved on an equitable distribution basis when operationally feasible. Such rotation shall exclude employees who volunteer to work these mobile clinics and such exclusion shall not be considered a violation of this Article.

The transportation time from the clinic to the lodging and from the lodging to the next clinic will be considered paid time.

12.09 a) Work Schedules Full-Time

- i) Work schedules for employees on the 75 hour averaging shall be dated and posted four (4) weeks in advance and include the total of the estimated hours, excluding unpaid meal periods, per pay period per employee. The parties understand that changes may be made in the case of an emergency, a significant staff shortage or where unusual or unforeseen circumstances exist.
- ii) Where less than twelve (12) hours' cancellation notice is given to an employee, time and one-half (1 ½) of the employee's regular straight time hourly rate will be paid for all hours cancelled commencing on the next

scheduled shift, except when a shift change occurs due to conditions beyond the control of the Centre.

- iii) Any two (2) employees, in the same classification, may exchange shifts with the prior approval of their supervisor, 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.

b) Work Schedules Part-Time

- i) Work schedules for part-time employees shall be dated and posted four (4) weeks in advance and include the total of the estimated hours, excluding unpaid meal periods, per pay period per employee. The parties understand that changes may be made in the case of an emergency, a significant staff shortage or where unusual or unforeseen circumstances exist.
- ii) Regular part-time employees may submit requests in writing for day(s) off. Such requests must be submitted eight (8) weeks in advance or later as determined by the Centre. Current practices in the Ottawa, London and Hamilton Centres shall be maintained. The process to be followed in the Toronto Centre shall be as set out in the Letter of Understanding on Requests for days off in the Toronto Centre, appended to this Collective Agreement.
- iii) The scheduling of lab assistants shall be done separately between sections.
- iv) Any two (2) employees, in the same classification, may exchange shifts (this includes "X" days or scheduled days off) with the prior approval of their supervisor, 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.
- v) In the event that hours become available following the posting of the schedule, the Employer will endeavour to assign them on the basis of seniority within the Blood Centre, Region or permanent location. Where there is insufficient staff at the affected location the extra hours will be offered to the most senior available employee in the classification at the next closest location. However, it is understood that the scheduling of additional hours shall not result in overtime or premium costs to the Employer where operationally possible. The assignment of shifts for lab assistants shall be done separately between sections.
- vi) Where less than twelve (12) hours' cancellation notice is given to an employee, time and one-half (1 ½) of the employee's regular straight time hourly rate will be paid for all hours cancelled commencing on the next scheduled shift, except when a shift change occurs due to conditions beyond the control of the Centre.

- c) Scheduled clinic shifts shall not be less than 4 hours except when no work is available due to conditions beyond the control of the employer.

- d) In January of each year, the Employer will review the hours worked by all regular part-time employee(s). Where an employee(s) has worked in excess of 1800 hours in the previous calendar year, the Employer shall meet with the Union to discuss the creation of a full-time position(s).

12.10 Split shifts

There shall be no splitting of shifts in any given day. 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, shall be credited at straight time for purposes of calculating hours of work performed within the averaging period. This article shall include all employees who are scheduled to attend mandatory in-service/ educational training sessions and staff meetings.

12.11 Rest Between Shifts

Employees, with the exception of Drivers, shall be scheduled 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. Drivers shall be scheduled rest periods between shifts in accordance with applicable legislative regulations. Should an employee be scheduled to work within this rest period the employee shall be paid at straight time for all hours worked and in addition shall receive a premium of 1.0 time for all hours worked within the rest period. The 1.0 time premium shall only apply when the employee is in receipt of her straight time hourly rate of pay.

12.12 Evening Premium

An evening premium of one dollar and ten cents (\$1.10) per hour shall be paid to each employee, in addition to the applicable hourly rate, for all hours worked between six (6) p.m. and six (6) a.m.

12.13 Saturday Premium

Any employee who works more than three (3) consecutive Saturdays shall be paid at her straight time hourly rate for all hours worked and in addition the employee shall be paid a premium for all such hours at the rate of one-half (.5) times her basic hourly rate, for all hours worked.

- 12.14 The premium payments in this agreement shall not form part of the employee's basic hourly rate of pay.

12.15 Pyramiding

There shall be no pyramiding of overtime hours and premiums for the same hours worked. Overtime or premium payment shall be calculated under one provision of this agreement only unless herein specifically provided otherwise. In case of conflict the highest over time rate or premium shall apply to such hours.

ARTICLE 13 – VACATIONS WITH PAY

13.01 Vacation Accrual

All full-time employees who have completed their probationary period shall be granted

paid vacations as follows:

- a) employees with less than one (1) year of service during the vacation year shall be entitled to a pro-rata vacation calculated on the basis of 1-1/4 days for each completed calendar month of employment;
- b) up to four (4) years of service, three (3) weeks (1 ¼ days per month of service);
- c) following four (4) years of service, four (4) weeks (1-2/3 days per month of service);
- d) following ten (10) years of service, five (5) weeks (2-1/12 days per month of service);
- e) following twenty-five (25) years of service, six (6) weeks (2 ½ days per month of service).
- f) Months or years of service shall exclude continuous absences without pay of one month or longer, except where such absence is the result of a pregnancy leave, parental/adoption leave, Union leave or sick leave.

13.02 Vacation Year

- a) The vacation year is from April 1st of each year to March 31st of the year following.
- b) Vacation time must be taken during the vacation year in which it is earned subject to Article 13.04.

13.03 Vacation Requests and Scheduling

- a) Employees wishing to reserve vacation time shall submit their written requests on vacation leave forms made available by the Employer, no later than February 15th. The Supervisor or designate shall post an approved vacation schedule and respond to the employee in writing on or before the 15th day of March. Seniority shall entitle a person to claim no more than 2 weeks of prime vacation time. Prime time in this Agreement shall consist of the months of July and August.

In the event of conflicts seniority shall prevail. Seniority rights as herein mentioned can only be exercised up to March 31st of the year, after which vacation schedules as already confirmed can no longer be disturbed by assertion of seniority rights.

- b) All other requests for vacation must be submitted in writing, on vacation leave forms made available by the Employer, five (5) weeks in advance wherever possible, and the Centre will grant vacation requests wherever possible as operational requirements permit. Employee requests for a vacation made after February 15th shall be answered in writing by the Supervisor or designate within five (5) working days of the request.
- c) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.

- d) Vacation must be taken in blocks of not less than one (1) week. However, when reasonably possible, exceptions will be allowed.
- e) Vacation outstanding after December 31st for which no request nor deferment has been approved, shall be scheduled by March 31st at a mutually agreed upon time. Vacation will not be paid out.
- f) An employee who has completed her probationary period may draw vacation days in advance not to exceed her entitlement for the current vacation year.

13.04 Vacation Deferment

- a) Vacation time earned during the current vacation year may be allowed to be deferred to the next vacation year, staffing requirements permitting, provided that:
 - i) The vacation to be deferred must not be more than ten (10) working days of the vacation year's entitlement;
 - ii) Requests for vacation deferment must be submitted in writing by the employee to her 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.
 - iii) 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; and
 - iv) Any unused deferred vacation at December 31st shall be scheduled by March 31st at the discretion of the Employer and will not be paid out.
 - v) Such requests for vacation deferment shall be allowed only once in every two (2) vacation years except in extenuating circumstances satisfactory to the Employer.
- b) Vacation deferment may be allowed in case an employee is still on probation on March 1st of the vacation year in which she was initially employed, provided that such earned vacation shall be taken by June 30th of the next vacation year.

13.05 Vacation Interrupted by Illness

When an employee is on her scheduled vacation and such vacation is interrupted due to serious illness or injury requiring the employee to be an in-patient in a hospital, the employee may at her option utilize available sick leave days for the period of hospitalization and the displaced vacation shall be rescheduled at a date acceptable to the Employer. Proof of hospitalization and a medical certificate must be provided by the employee.

13.06 Vacation Pay upon Termination

- a) If an employee terminates prior to completing the service requirement to earn advanced vacation days taken, an appropriate deduction at her current salary rate shall be made from her terminal cheque. If this is not possible, the

employee shall be required to repay the advanced vacation days taken.

- b) When an employee's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such employee's termination pay.

13.07 Transfer of Full-time Employee to Part-time Status

When a full-time employee transfers to a part-time position, vacation taken in advance but not earned will be recovered from the employee's last pay cheque prior to the transfer and the provisions of Article 13.09 shall be applicable from the date of transfer. If the employee has not taken her full vacation entitlement for the period preceding the date of transfer to part-time status, she shall receive a lump sum payment equivalent to her unused vacation entitlement upon transfer to part-time employment.

13.08 Part-time, Temporary and Casual Employees.

With the exception of this Article and Articles 13.02 and 13.03 the provisions of Article 13 shall not be applicable to part-time, temporary and casual employees.

- a)
 - i) Part-time employees shall be paid six (6), eight (8), ten (10) or twelve (12) percent of their gross salary earned, in lieu of vacation accrual, whichever percentage is applicable depending on their vacation entitlement as set forth hereunder:

Up to 6000 hours worked	- 6 % (3 weeks)
From 6001 hours worked or after 4 years, whichever occurs later	- 8% (4 weeks)
From 15001 hours worked, or after 10 years, whichever occurs later	- 10% (5 weeks)
From 37501 hours worked or after 25 years, whichever occurs later	- 12% (6 weeks)
 - ii) Vacation pay for part-time employees hired on or after July 26, 1999 shall be banked automatically and will be paid out in accordance with (iv) below.
 - iii) Existing part-time employees shall have the option to continue to be paid their vacation pay as per current practice or to switch to have their vacation pay banked and paid out in accordance with (iv) below. Such request will be submitted to the Employer in writing.
 - iv) The Employer will bank vacation pay for part-time employees on a calendar year basis and will pay out such vacation pay banks to employees on the second pay of January of each year or upon severance of employment.

- v) Once an employee has advised the Employer to bank her vacation pay, this decision cannot be altered.
- b) Casual and temporary employees shall be paid on each pay cheque six percent (6%) of their gross salary in lieu of vacation accrual.
- c) After twelve (12) calendar months of continuous service part-time and temporary employees may apply for annual vacation without pay in accordance with their percentage entitlement. In case of conflict of vacation requests and scheduling of vacation time under Article 13.03, priority shall be given to full-time employees.
- d) "Gross salary" referred to in this Article includes straight time pay, overtime pay, premiums, pay-in-lieu of holidays as provided for in Article 14.06 a) of this Agreement, and pay-in-lieu of benefits as provided for in Article 22.04 a) and b) of this Agreement.

ARTICLE 14 – PAID HOLIDAYS

- 14.01 a) In order to qualify for payment on a designated paid holiday other than the float, a full-time or temporary full-time employee must work her last scheduled working day immediately prior to the paid holiday and her first scheduled working day immediately following the paid holiday, unless the employee's absence is due to vacation, sick leave, authorized leave of absence with pay or is scheduled off by the Employer. Notwithstanding the provisions of Article 17, when an employee commences an approved leave of absence without pay, she shall be paid for paid holiday(s) falling during the period of leave of absence provided she has earned wages on at least twelve (12) days during the four week period immediately preceding a designated paid holiday. Employees who are not scheduled to work on a designated paid holiday shall be credited with holiday pay of 7.5 hours for the following paid holidays as designated by the Employer:

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

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

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).

- b) Should any other day be officially proclaimed a holiday in Ontario by the Federal or Provincial Government, it shall thereafter be recognized by the Employer and granted to full-time and temporary full-time employees covered by this Agreement.
- c) An employee shall not normally be required to work on the day before Christmas Day, the day before New Year's Day, or on Boxing Day two years in a row. Should, due to operational requirements any employee be required to work these holidays two years in succession, they shall be paid in accordance with Article 14.04.
- d) Full time employees shall be entitled to one (1) floating holiday which shall be requested by the employee five (5) weeks in advance except in the case of an emergency. The employee shall submit her request in writing no later than December 31st in each year. If the employee fails to submit her written request by December 31st, the Employer shall be entitled to schedule her floating holiday between January 1st and March 31st after consultation with the employee. If the Employer fails to schedule such float holiday the employee shall receive one (1) day's pay at her regular hourly rate. In the event more than one employee in the same category requests the same floating holiday, such holiday shall be granted to the employee submitting the earliest written request and may be granted to the other employees, operational requirements permitting. Subject to operational requirements permitting, such floating holiday may be combined with any other paid holiday listed above. It is further understood that probationary employees are not entitled to this float holiday. This article shall also apply to temporary full-time employees who have completed twelve (12) calendar months of continuous service.

- 14.02
- a) When a full-time or temporary full-time employee works on a designated paid holiday she shall be credited with all hours worked on that holiday and further shall receive a premium of one half (1/2) times her basic hourly rate over and above the averaging period. In addition, the employee shall receive a day off credited with 7-1/2 hours at straight time which day shall be scheduled at a mutually convenient date between the employee and her immediate supervisor. However, if such mutually convenient date cannot be arranged to be scheduled within thirty (30) days when the holiday was worked, the employee shall be paid 7-1/2 hours at straight time (in lieu of the day off credited at 7-1/2 hours).

Should the employee be required to work more than seven and one-half (7.5) hours on a paid holiday, such time worked in excess of seven and one-half (7.5) hours shall be paid at two (2) times the employee's straight time hourly rate for such additional hours. However, the employee shall not be entitled to time off equivalent to such additional hours worked.

- b) When a full-time employee works on a designated paid holiday she may at her

option receive pay at straight time instead of the lieu day off. Such option must be submitted in writing by the employee to her supervisor within five (5) working days following the posting of the schedule which includes the designated paid holiday.

- 14.03 When a designated holiday falls within a full-time or temporary full-time employee's vacation period it shall be added to her vacation or scheduled at a mutually agreeable time.
- 14.04 The Employer agrees that no full-time employee should be required to work two (2) consecutive paid holidays referred to in Article 14.01. However, it is also agreed that if operational requirements dictate an employee having to work two (2) consecutive paid holidays, that employee shall be credited with all hours worked on the second paid holiday and in addition, shall receive a premium of one (1) times (instead of one-half [$\frac{1}{2}$] times) the hours worked on that second paid holiday. Such premium shall be paid over and above the employee's averaging period. It is further understood that the employee shall also receive a day off credited with 7-1/2 hours at straight time which shall be scheduled at a mutually convenient date between the employee and her immediate supervisor (in accordance with Article 14.02 a) above).
- 14.05 It is understood that employees who are on Workplace Safety and Insurance leave and who are either receiving their regular pay from the Employer, less normal payroll deductions, or payment from Workplace Safety and Insurance Board, such payment includes compensation for designated paid holidays occurring during such leave.
- 14.06
- a) On each pay cheque part-time, temporary part-time and casual employees shall be paid, in addition to their basic regular rate of pay, four and eighty eight one hundredths per cent (4.88%) of their individual straight time earnings (i.e., applicable straight time earnings, exclusive of overtime pay, all premiums and vacation pay) in lieu of designated paid holidays.
 - b) Part-time, temporary part-time and casual employees required to work on a designated paid holiday shall be paid one and one-half (1-1/2) times their straight time hourly rate for all hours worked on such designated paid holiday, and the employee shall not receive a day off in lieu of the holiday worked.
 - c) Should the employee be required to work more than seven and one-half (7.5) hours on a paid holiday, such time worked in excess of seven and one-half (7.5) hours shall be paid at two (2) times the employee's straight time hourly rate for such additional hours. However, the employee shall not be entitled to time off equivalent to such additional hours worked.

ARTICLE 15 – PROBATION AND SENIORITY

- 15.01
- a) New full-time and temporary full-time employees shall serve a probationary period of five (5) calendar months provided, however, absences from work for any reason shall extend the probationary period by the length of the absence.
 - b) New part-time and temporary part-time employees shall serve a probationary period of 812.5 regular hours worked.
 - c) A probationary employee will have no seniority rights during the probation period. After successful completion of probation, her seniority shall date back to the

starting date of her current employment. Upon successful completion of the employee's probationary period, the Employer shall notify the local union of same. If a new employee's performance is unsatisfactory or she is unsuitable in the opinion of the Employer, such employee may be terminated at any time during the probationary period, provided that such termination is not arbitrary, discriminatory or in bad faith. The discharge of a probationary employee shall not be arbitrable unless it is alleged that the actions of the Employer were arbitrary, discriminatory or in bad faith. The arbitrator shall not reverse the termination on any other ground.

- d) Employees on probation are not eligible to apply for job postings under this collective agreement.
- 15.02
- a) Seniority for full-time employees as referred to in this Agreement shall mean length of continuous service in the employ of the Employer within the local bargaining unit from the date of last hire whether earned at the Blood Centre, Region or permanent clinic.
 - b) Regular part-time and temporary part-time employees shall accrue seniority from the date of last hire based on all hours worked. Temporary full-time employees shall accrue seniority in accordance with Article 15.02 a).
 - c) Seniority shall only be applicable within a Blood Centre, Region or at a permanent location for the purpose of vacation scheduling, promotion, the filling of vacancies (subject to Article 16.01 b), transfers, layoffs and recall.
 - d) Casual employees shall not accrue seniority.
- 15.03
- An employee shall lose her seniority and her employment shall be deemed to have been terminated if she:
- a) quits for any reason;
 - b) is discharged for just cause and is not reinstated through the grievance procedure or arbitration;
 - c) has been on lay-off for more than twelve (12) months, however, if an employee is rehired by a Centre within a further twelve (12) months she shall be credited with the seniority she has earned prior to her termination;
 - d) fails to report to work within fourteen (14) 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 lay-off;
 - e) fails to return to work upon termination of an authorized leave of absence and fails to notify the Employer that she is unable to return to work within five (5) working days following the termination of the leave due to circumstances beyond her control;
 - f) fails to return to work after an unauthorized absence of three (3) working days;
 - g) retires;

- h) meets the conditions outlined under Article 22.04 e).
- 15.04 An employee shall accumulate seniority under any of the following conditions:
- a) while she is at work for the Employer or on authorized leave with pay, after she has completed her probationary period set out in Article 15.01 a), b), and c);
 - b) during any period when she is prevented from performing her work for the Employer by reason of being in receipt of paid sick leave, pregnancy, parental and adoption leave or by reason of injury arising out of and in the course of her employment for the Employer and for which she is receiving compensation under the provisions of the W.S.I.B.;
 - c) full-time employees during the first three (3) months on authorized leave of absence without pay;
 - d) full-time employees during the first three (3) months on lay-off.
- 15.05 A separate seniority list for regular full-time (date of hire) and regular part-time (hours worked from date of hire) employees shall be posted and maintained by the Employer and revised on January 1st, April 1st, July 1st and October 1st of every year. A copy of the seniority lists shall be posted on bulletin boards at each Centre, region and permanent clinic locations, no later than January 10th, April 10th, July 10th and October 10th of each year. Upon request of the local Union a copy shall be provided.
- 15.06 A part-time or a temporary employee changing her status shall be credited with seniority earned on the basis of each 1950 hours worked equals one year of seniority prorated as necessary.
- 15.07 A full-time employee who changes her status shall be credited with seniority earned on the basis of each year worked equals 1950 hours prorated as necessary.
- In the case of a full-time employee who transfers to an other-than full-time position, her progression to the next step level of the salary grid shall take place on the same anniversary date that she had prior to her transfer; thereafter, her next progression shall be effected upon her completion of 1500 regular hours worked in the same position but no sooner than one (1) year from the date of last progression, up to the maximum step level of the salary grid.
- 15.08 A temporary employee whose term of employment has expired and who is subsequently re-employed by the same Centre shall have her seniority earned to the last day in her previous employment reinstated in her new employment, provided that such re-employment occurs within a period of six (6) calendar months of the expiry of her previous temporary employment.
- 15.09 An employee who transfers to a regular position outside the bargaining unit and who returns to the bargaining unit, within a period of three (3) calendar months, shall have her seniority reinstated that she accrued prior to the date of transfer.

ARTICLE 16 - VACANCIES, PROMOTIONS AND TRANSFERS

16.01 Vacancies

- a) When the Employer determines that a vacancy is to be filled, or a new position is created within the bargaining unit, it shall be posted on the Union bulletin board and the employer's intranet and internet sites for a period of seven (7) working days. When a full-time position becomes vacant and where operationally feasible, the Employer shall post the vacancy as a full-time position.
- b) Notices of vacancies or new positions shall include, for informational purposes:
 - i) the location of vacancy and the local union associated;
 - ii) classification;
 - iii) qualifications.
 - iv) pay grid/rate
- c) A copy of the posted notice will be given to the Local President via electronic mail.
- d) Application for permanent vacancies and new positions shall be made in writing or using the Employer's on-line application system within the seven (7) working day posting period. The employee shall include in such application her updated resume. Selection shall be made based on the criteria outlined in Article 16.02 a).
- e) The name of the successful applicant will be given by the Employer to the Local President or designate.
- f) The Employer may, at its discretion, fill vacancies on a temporary basis for a period not to exceed six (6) calendar months (in case of pregnancy/parental leave, twelve [12] calendar months) duration, which may be extended by mutual agreement between the parties. Preference shall be given to employees who have expressed an interest in writing.
- g) The Employer shall fill vacant positions with persons who are not members of the bargaining unit in the event that there are no applicants for the positions who are members of the bargaining unit possessing the skills and abilities required for the positions.
- h) The Employer will notify the local Union President, in writing, when temporary agency employees are utilized to backfill bargaining unit positions. The notification will include the name and position of the incumbent being backfilled and the anticipated duration of the assignment.
- i) All employees in the bargaining unit employed by Canadian Blood Services at any Centre shall have the ability to apply for vacancies at all locations as an internal applicant. Employees applying from other centres must be able to start on the date specified by the Employer to be considered for the position.

16.02 Promotions

For the purpose of this Agreement, a promotion shall mean a change from one position to another position, within the bargaining unit, with a higher pay scale.

a) In cases of promotion the following factors shall be considered:

- i) skill, ability;
- ii) seniority.

It is understood that where the factors referred to in i) above are relatively equal, ii) will govern.

b) The promoted employee will be given a trial period in which to demonstrate her ability to perform the new task to the satisfaction of the Employer. For full-time and temporary full-time employees the trial period will be three (3) months. For part-time and temporary part-time employees the trial period will be four hundred eighty seven and a half (487.5) regular hours. In case she is not satisfactory, she shall be returned to her previous position and salary. Anyone holding the employee's previous position shall occupy the same subject to the condition that such position is temporarily held in reserve for the promoted employee for the length of the latter's trial period.

c) When an employee is promoted from one position to another, the salary of such promoted employee shall be advanced to that step in the scale of her new position which is next higher than her current rate, or, to that step which is next higher again if such salary increase is less than the employee's next normal increment.

d) As a result of a promotion, a full time employee's anniversary date for the purpose of an annual increment shall be the date of promotion.

16.03 Temporary Transfers

a) Any employee who, for the convenience of the Employer is temporarily transferred to another job, within the bargaining unit, for which the rate of pay is different from that in effect for such employee's regular job, shall be paid while so employed as follows:

- i) if the rate of pay for the job to which she is transferred is less than her regular pay, she shall continue to receive her own higher rate of pay;
- ii) if the rate of pay for the job to which she is temporarily transferred is higher, at the same step in the new salary scale, than the employee's regular pay, she shall receive the higher rate of pay of the job to which she is temporarily transferred from the first day of the transfer.

b) i) An employee who is assigned by the Employer to perform the duties of a higher paying position outside the bargaining unit on a temporary basis, for longer than one (1) day, shall be paid a premium of six per cent (6%) of her regular hourly rate of pay or she shall be paid at the minimum rate of the new scale, whichever is greater, retroactive to the first day of such

assignment when such employee has accumulated 7.5 hours or longer per pay period.

- ii) When the Employer temporarily assigns an employee to the duties and responsibilities of a position excluded from the scope of this Collective Agreement, the employees' obligations to contribute to the regular monthly Union dues under Article 3.01 and her seniority, shall continue to accrue during the period of such temporary assignment. The maximum period of such assignment shall not exceed nine (9) calendar months (in case of pregnancy/parental leave, twelve [12] calendar months) unless extended by mutual agreement of the Local Union and the Employer.
- c) Temporary transfers must be confirmed in writing by the Manager, Human Resources or his designated representative prior to the commencement of the temporary transfer. Notice of such transfer in excess of ten (10) working days shall be given to the Local Union Unit steward/president upon request.
- d) Whenever an employee is assigned by the Employer the additional responsibility to direct or oversee work of other employees within their classification, she shall be paid a premium of \$0.90 cents per hour or portion thereof for such assignment in addition to her regular hourly salary.

16.04 Permanent Transfers

For the purpose of this Agreement, a permanent transfer at the request of an employee is a change from one position to another within the bargaining unit which does not constitute a "promotion" as defined in Article 16.02 above.

- a) The factors outlined in Article 16.02 a) above shall also apply in the case of permanent transfers. The employee will be given a trial period in which to demonstrate her ability to perform the new task to the satisfaction of the Employer. The trial period will be three (3) months for full-time and temporary full-time employees. For part-time and temporary part-time employees the trial period will be four hundred and eighty seven and one half (487.5) regular hours.
- b) In case of a permanent transfer, the salary of the re-classified employee shall be changed to that step in the scale of the new position which is equal to or immediately above her current rate of pay, whichever is the less. If there is no rate of pay in the new position which is equal to or above the employee's current rate of pay, then the salary of the employee shall be changed to the maximum step of the new position.
- c) As a result of a permanent transfer, a full time employee's anniversary date for the purpose of an annual increment shall be the date of transfer.
- d) When an employee applies for a transfer from one Centre to another, within the bargaining unit, her seniority shall not be considered at the time of application. However, if the employee's application to transfer is accepted by another Centre, the employee's accrued seniority in the former Centre shall be reinstated to her at the new location.

16.05 A part-time or temporary employee who is permanently transferred or is promoted to a full-time position will be entitled to participate in the insured benefit plan and Pension Plan commencing on the date of transfer subject to the rules and regulations outlined in

those plans and the applicable provisions under this collective agreement. Accrual of sick leave benefits shall also commence on the date of transfer to the full-time position. For the purpose of vacation entitlement the employee's accrued seniority in the part-time or temporary position will be applied.

- 16.06 Vacancies resulting from the application of the above articles may be filled on a temporary basis by the Employer until the trial period is completed. Vacant and new positions shall be posted in accordance with Article 16.01 of this agreement.
- 16.07 Successful applicants for promotions or permanent transfers, who have completed their trial period, are not eligible to apply for subsequent job postings under this Collective Agreement for a period of one year from the date of promotion or transfer to the new position.

ARTICLE 17 – LEAVE OF ABSENCE WITHOUT PAY

- 17.01 a) Requests for leave of absence without pay for reasons other than maternity or adoption shall be for good and sufficient reason and subject to the prior approval of Management.
- b) In the case of leave of absence without pay in excess of thirty (30) calendar days, the employee will cease to accrue sick leave and vacation for the duration of such absence. Seniority will accrue in accordance with Article 15.04 (c). Upon resumption of duty the employee'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 employee will not be paid for designated paid holidays occurring during any period of leave of absence without pay.
- 17.02 a) All applications for leave of absence without pay, shall be made in writing to the Employer six (6) weeks in advance, except in extenuating circumstances, in order that staff substitutions may be arranged. Applicants shall indicate in their application the date of departure on leave of absence and date of return.
- b) Any employee scheduled for work and who without prior authorization does not report for work, shall be considered on unauthorized leave of absence without pay and shall be deducted the equivalent of scheduled hours of pay for each day of such absence up to three (3) days. Thereafter the provisions of Article 15.03 f) shall apply.
- 17.03 a) During a period of leave of absence without pay up to six (6) months which has been granted to a full-time employee in case of serious illness, as defined under Article 20.02, of the employee's spouse (common law or same sex), child, mother or father, the Employer shall keep in effect the employee's benefits, excluding long term disability benefits, provided that the employee arranges with the Employer prior to the commencement of the leave the prepayment of her share of premiums. Contributions of the Employer and the employee to the Pension Plan during the period of the leave shall be in accordance with rules and regulations of the Plan. The provisions of this Article may be extended with the agreement of the Employer.
- b) During a period of leave of absence without pay which has been granted for any other reason, the Employer and employee shall continue to pay their share of

premiums of insured benefits up to a one (1) full policy month following the date the leave commences. Should the leave be for a longer period, the employee may elect to retain coverage for an additional six (6) full policy months, excluding long term disability benefits, provided the employee arranges with the Employer prior to the commencement of the leave for the prepayment of the full cost of premiums (Employer's and employee's share) to ensure continuing coverage. Contributions of the Employer and the employee to the Pension Plan during the period of the leave shall be in accordance with rules and regulations of the Plan.

17.04 Pregnancy Leave

- a) An employee who is pregnant and who has been employed by the Employer for a period of at least thirteen (13) weeks immediately preceding the estimated day of her delivery, shall be granted, upon her written application therefore, a leave of absence without pay of seventeen (17) weeks commencing no earlier than seventeen (17) weeks immediately preceding the estimated day of her delivery. Such leave shall be in accordance with the provisions of the *Employment Standards Act* of Ontario, except as amended in this Article.
- b) The leave application, where possible, shall be submitted six (6) weeks in advance but not later than two (2) weeks in advance of the day upon which the employee intends to commence her leave of absence, and shall be supported with a certificate from a medical practitioner attesting to her pregnancy and indicating the estimated day upon which, in his/her opinion, the delivery will occur.
- c) An employee who is applying for pregnancy leave and who is also entitled to parental leave without pay of thirty-five (35) weeks, must commence her parental leave immediately following the end of her pregnancy leave. The employee shall notify the Employer in writing of her intention to take parental leave at the same time she is requesting pregnancy leave.
- d) The employee 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 four (4) weeks in advance thereof. Upon return to employment the employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be placed in a comparable position.
- e)
 - i) For full-time employees seniority shall continue to accrue during pregnancy and parental leave, however, the employee will not be paid for named holidays occurring during such leaves of absence. The employee shall continue to earn paid vacation and sick leave credits for the entire duration of the absence.
 - ii) In the case of part-time employees seniority and service shall continue to accrue during pregnancy leave. Weekly service and seniority entitlement shall be calculated by adding up the hours worked in the twenty (20) week period immediately prior to the leave and dividing this total by twenty (20). Upon return to employment, absence on pregnancy leave shall be considered as service for the purpose of entitlement to increased vacation pay and annual increment. However, the employee will not be entitled to pay-in-lieu of benefits and vacation pay nor will she be paid for

named holidays occurring during such leaves of absence.

- f) During the employee's pregnancy leave, the employee shall continue to participate in the Pension Plan and insured benefit plans she is enrolled in immediately prior to commencing her leave unless she gives the Employer four (4) weeks advance written notice before her leave is to commence that she does not intend to do so.
- g) When an employee continues to participate in the insured benefit plans and/or Pension Plan the Employer shall continue to pay its share of premiums for insured benefit plans and/or pension contributions on behalf of the employee provided that the employee continues to pay her share of premiums applicable to insured benefit plans and/or pension contributions. The employee shall either prepay her share of premiums and/or pension contributions or provide the Employer with post dated cheques prior to the commencement of the leave.
- h) An employee returning from pregnancy leave shall be paid at the same step in the salary scale attained prior to going on such leave of absence. Should an anniversary increment fall during the leave, the employee shall receive her anniversary increment upon return to employment.
- i) Employees newly hired to replace employees 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 employee shall be credited with seniority from date of hire subject to successfully completing her probationary period.

17.05 Parental / Adoption Leave

- a) An employee who has been employed for at least thirteen (13) weeks and who is a parent of a child is entitled to parental leave without pay following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time, shall be entitled to thirty-seven (37) weeks (if the employee takes pregnancy leave, she shall be entitled to thirty-five (35) weeks) of parental/adoption leave of absence without pay in accordance with the provisions of the *Employment Standards Act* of Ontario.
- b) The leave application shall be submitted, where possible, six (6) weeks in advance but not later than two (2) weeks in advance of the date the parental/adoption leave is to commence and shall indicate when the leave is to end. The leave must commence no later than fifty-two (52) weeks after the child was born or came into the custody, care and control of the parent.
- c) The employee shall re-confirm her 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 four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be placed in a comparable position.
- d) i) For full-time employees seniority shall continue to accrue during parental/adoption leave however, the employee will not be paid for named holidays occurring during such leaves of absence. The employee shall continue to earn paid vacation and sick leave credits for the entire

duration of the absence.

- ii) In the case of part-time employees seniority shall continue to accrue during parental/adoption leave. Weekly service and seniority entitlement shall be calculated by adding up the hours worked in the twenty (20) week period immediately prior to the leave and dividing this total by twenty (20). Upon return to employment, absence on parental/adoption leave shall be considered as service for the purpose of entitlement to increased vacation pay and annual increment. However, the employee will not be entitled to pay-in-lieu of benefits and vacation pay nor will she be paid for named holidays occurring during such leaves of absence.
- e) During the employee's parental/adoption leave, the employee shall continue to participate in the Pension Plan and staff benefit plans she is enrolled in immediately prior to commencing her leave unless she gives the Employer four (4) weeks advance written notice before her leave is to commence that she elects not to do so.
- f) When an employee continues to participate in the insured benefit plans and/or Pension Plan the Employer shall continue to pay its share of premiums for insured benefit plans and/or pension contributions on behalf of the employee provided that the employee continues to pay her share of premiums applicable to insured benefit plans and/or pension contributions. The employee shall either prepay her share of premiums and/or pension contributions or provide the Employer with post-dated cheques prior to the commencement of the leave.
- g) An employee returning from parental/adoption leave shall be paid at the same step in the salary scale attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, the employee shall receive an anniversary increment upon return to employment.
- h) Employees newly hired to replace employees 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 employee shall be credited with seniority from date of hire subject to successfully completing her probationary period.

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

Maternity/Parental/Adoption Supplemental Employment Benefit (SEB) shall only apply to eligible Regular Full-time and Regular Part-time employees.

Eligible employee shall mean an employee who has completed at least thirteen (13) weeks of employment prior to commencing her/his maternity and/or parental/adoption leave, and who is in receipt of Employment Insurance maternity or parental benefits.

Maternity Supplemental Employment Benefits

An employee, who is in receipt of Employment Insurance (EI) maternity benefits pursuant to the *Employment Insurance Act*, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the 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 maternity benefits for a maximum of fifteen (15) weeks.

CBS will pay seventy-five percent (75%) of the employee's gross weekly rate of pay for the two-week waiting period required for maternity 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*, CBS 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 gross 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.

17.07 An employee with at least thirteen (13) weeks of continuous employment, upon his request in writing two (2) weeks in advance, will be granted paternity leave of absence without pay for five (5) consecutive days, excluding scheduled days off and paid holidays, commencing no earlier than three (3) days before the expected date of delivery or the date when the adopted child comes into the care and legal custody of the employee and taken no later than five (5) days after the delivery date or the date when the adopted child comes into the care and legal custody of the employee.

17.08 Family Medical Leave

- a) The Employer shall provide Family Medical Leave without pay to employees for a period of up to eight (8) weeks within a twenty-six (26) week period to provide

care and support to a specified family member, specified under the *Employment Standards Act*, who has a serious medical condition with a significant risk of death occurring within that twenty-six (26) week period in accordance with the provisions of the *Act*.

- b)
 - i) For full-time employees seniority shall continue to accrue during family medical leave however, the employee will not be paid for named holidays occurring during such leaves of absence. The employee shall continue to earn paid vacation and sick leave credits for the entire duration of the absence.
 - ii) In the case of part-time employees seniority shall continue to accrue during family medical leave. Weekly service and seniority entitlement shall be calculated by adding up the hours worked in the twenty (20) week period immediately prior to the leave and dividing this total by twenty (20). Upon return to employment, absence on family medical leave shall be considered as service for the purpose of entitlement to increased vacation pay and annual increment. However, the employee will not be entitled to pay-in-lieu of benefits and vacation pay nor will she be paid for named holidays occurring during such leaves of absence.
- c) During the employee's family medical leave, the employee may continue to participate in the Pension Plan and staff benefit plans she is enrolled in immediately prior to commencing her leave. The employee shall give the Employer four (4) weeks advance written notice, before her leave is to commence, that she elects to continue with her benefits during the absence.
- d) When an employee continues to participate in the insured benefit plans and/or Pension Plan, the Employer shall continue to pay its share of premiums for insured benefit plans and/or pension contributions on behalf of the employee provided that the employee continues to pay her share of premiums applicable to insured benefit plans and/or pension contributions. The employee shall either prepay her share of premiums and/or pension contributions or provide the Employer with post dated cheques prior to the commencement of the leave.
- e) An employee returning from family medical leave shall be paid at the same step in the salary scale attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, the employee shall receive an anniversary increment upon return to employment.
- f) Employees newly hired to replace employees who are on approved family medical leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, the employee shall be credited with seniority from date of hire subject to successfully completing her probationary period.

17.09 Union Activity Leave

- a) Any member of the bargaining unit who is attending Union activities, shall upon making the request in writing six (6) weeks in advance and subject to operational requirements, be granted a leave of absence without pay. The maximum time off for Union activities shall not exceed thirty (30) working days per calendar year and no more than two (2) employees may be absent from scheduled work at any one time, provided that the two (2) employees are from different classifications.

At the Toronto Centre, no more than three (3) employees may be absent from scheduled work at any one time and no more than one (1) may be from the same classification, unless otherwise agreed by the Employer.

b) Union Position Leave

- i) When an employee is elected as the Union's President or First Vice-President (Provincially) the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Leave of Absence without pay shall be granted from the employee's place of employment for the duration of the current term of office.
- ii) On completion of the employee's term of office, the President or First Vice-President may return to their previous employment and seniority and service shall be deemed to be continuous for all purposes. Any leave of absence extending beyond the initial term of office of the President or First Vice-President shall be subject to the same conditions and terms as prevailed in the initial leave of absence.
- iii) Subject to operational requirements and with reasonable written notice, where a member of the bargaining unit is elected or appointed as an Executive Board Member, such individual shall be granted leave of absence without pay, for the time off required to exercise the duties of such appointment.
- iv) Subject to operational requirements and with reasonable written notice, where a member of the bargaining unit is elected or appointed to the Negotiating Committee, leave of absence of up to five (5) working days without pay shall be granted to employee representatives to prepare for initial negotiations. Thereafter preparation time without pay shall be limited to the working day immediately preceding scheduled negotiations with the Employer.
- v) For leaves of absence without pay for Union business under the terms of this article, the employee's salary and applicable insured benefits will be maintained by the Employer and the Union will reimburse the Employer for the cost of salary and the cost of the Employer's share of premiums for insured benefits. In the case of a part-time employee, the Union shall reimburse the employer for the cost of salary plus applicable percentages in lieu benefits, pension, vacation, paid holidays and sick leave. The Employer will bill the Union and the Union will reimburse the Employer within thirty (30) calendar days.

ARTICLE 18 – SPECIAL LEAVE

- 18.01 Each full-time employee will be allowed up to a maximum of twenty five (25) hours with pay per fiscal year to attend medical, dental and legal appointments when such appointments cannot be arranged outside of working hours. The Union agrees that due to scheduling, employees shall have to give four (4) weeks' advance notice in writing except under extenuating circumstances when requesting time off to attend such appointments.

18.02 In addition to any leave granted under Article 18.01 each full-time employee shall be entitled to three (3) days personal leave with pay, per fiscal year. Such days shall be deducted from the employees sick leave bank. If there are no sick days available in employees bank the leave shall be without pay. The parties agree that this Article will not be used to enable a violation of Article 10.01.

18.03 Each part-time employee shall be entitled to 22.5 hours personal leave without pay, per fiscal year. The parties agree that this Article will not be used to enable a violation of Article 10.01.

18.04 Educational Leave

(a) Leave of absence without pay for a maximum of six (6) months, or longer if agreed to by the Employer, for the purpose of further education directly related to the employee's employment may be granted by the Employer subject to operational requirements. Schedules may be arranged so as to allow at any one time, no more than an aggregate of two (2) employees from the same department. The employee must apply in writing to her immediate supervisor six (6) weeks in advance and upon request shall provide evidence that she is registered in the course.

(b) In the case of any employee who is required by the Employer to attend professional development programmes, the cost of registration, books, and other relevant expenses as previously approved by the Employer, shall be borne by the Employer. The employee shall continue to receive regular pay while attending such programmes.

18.05 Personal Emergency Leave

Employees shall be entitled to Personal Emergency Leave without pay in accordance with the Employment Standards Act of Ontario.

ARTICLE 19 – MARRIAGE

19.01 The Employer shall grant a full-time employee three (3) consecutive working days off without loss of regular pay during the week immediately prior to her marriage or thereafter, subject to six (6) weeks written notice in advance. The three (3) working days' leave may be added to any period of annual leave available or may be taken separately at the employee's option. If the leave is not taken by March 31st of the subsequent year it shall be lost to the employee and no payment shall be made in lieu.

19.02 The Employer shall grant temporary and part-time employees three (3) consecutive working days off with pay whether scheduled to work or not. Pay shall be based on seven and one half (7.5) hours per day. Leave shall be granted during the week immediately prior to the marriage or thereafter, subject to six (6) weeks written notice in advance.

19.03 The provisions of this Article shall also apply to same sex marriages.

ARTICLE 20– BEREAVEMENT / COMPASSIONATE LEAVE

- 20.01 Compassionate leave without loss of regular pay shall be granted to an employee upon her request:
- a) in the event of the death of the employee's spouse (common-law and same gender relationships maintained for a period of at least one year included), child, mother, father, brother, sister, legal guardian, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law, step parent or step child up to five (5) days, to be taken within thirty (30) calendar days of the occurrence unless extenuating circumstances acceptable to the Employer exist;
 - b) for the purpose of attending to serious illness in the employee's immediate family, namely spouse (common-law and same gender relationships maintained for a period of at least one year included), parent, child, brother and sister, up to three (3) days per fiscal year. Two (2) additional days may be added if travel is required (in excess of a 320 kilometre radius of the city in which the employee resides);
 - c) attending the funeral of the employee's sister-in-law, brother-in-law, uncle or aunt, niece or nephew – one (1) day;
 - d) In the case of regular part-time and temporary part-time employees Bereavement leave and Compassionate leave with pay shall be limited to the employee's posted scheduled hours of work to a maximum of seven and one-half (7.5) hours per day.
- 20.02 Serious illness shall mean illness involving hospitalization or confinement resulting from surgery in excess of three (3) consecutive calendar days. Proof shall be provided if requested by the Employer. The Employer shall pay for the proof.

ARTICLE 21– COURT DUTY

- 21.01 If an employee is required to serve as a juror in any court of law or required by subpoena to attend any judicial proceeding, she shall not lose her regular pay because of such attendance provided that she:
- a) notifies the Employer immediately upon her receipt of notification that she will be required to attend court;
 - b) presents proof of service requiring her attendance; and
 - c) promptly pays to the Employer the amount of compensation received, excluding travel and meal expenses or, the employee may choose to retain her entire court fees and have her absence considered on an authorized leave without pay basis.

21.02 In the case of a part-time or temporary employee pay shall be limited to such employee's posted scheduled hours of work provided that the employee complies with 21.01 a),b) and c) above. The employer agrees that if there is a requirement to attend beyond the current posted hours the employer will continue to schedule as if the employee had been available for work.

ARTICLE 22– INSURED BENEFITS, PENSION, WORKPLACE SAFETY AND INSURANCE

22.01 Insured Benefits/Full-time Employees

- a) When the enrolment and other requirements of the insurer for group participation have been met, the Employer shall sponsor group insured benefits for the payment of hospital care, by agreement with the Ontario Hospital Plan and medical care and extended health care, with a carrier selected by the Employer, and shall pay one hundred percent (100%) of the premium cost of such benefits for full-time employees (for either a single person or for a family, as the case may be).
- b) Full-time employees shall enrol in Group Life Insurance Plan (basic being 1 times annual salary rounded off to the next higher thousand; and with further options on Group Life for Dependents) and on Accidental Death & Dismemberment coverages, Long Term Disability, Extended Health Care and Dental benefits in accordance with the provisions and requirements of these Plans.
- c) Subject to the enrolment and other requirements of the Employer and the insurer for group participation, the Employer shall implement a Dental Plan for all full-time employees.

Full-time employees who have completed their probationary period must join the Dental Plan. All probationary employees must enrol in the Dental Plan the month following the completion of their probationary period. An employee may opt out of this plan only if his/her spouse has equal or better coverage through his/her Employer.

The Employer shall pay 66-2/3% of the premium cost for each participating employee with the employee paying the remaining 33-1/3%.

- d) The Employer may at any time substitute another carrier or carriers to underwrite the insured benefits provided that none of the benefits in such plans are reduced. The Employer shall advise the Union.
- e) The Employer agrees to provide each employee with an explanatory booklet(s) on all the above insured benefit plans.
- f) Effective October 1, 2002 employees who are enrolled in the CBS benefits plan will be entitled to vision care in the amount of \$200 per twenty-four (24) month period.
- g) Effective April 1, 2003 employees who are enrolled in the CBS benefits plan will be entitled to major restorative dental coverage as follows: employees will be reimbursed 50% of costs up to an annual maximum of \$1500 per covered member.

22.02 Defined Benefit Pension Plan

- a) Employees shall enrol in the Pension Plan in accordance with the provisions and 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

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

Notes:

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

between amounts shown.

22.03 Insured Benefits, Pension/Part-time Employees

- a) On each pay cheque, part-time, temporary and casual employees who have completed three (3) calendar months of employment shall be paid, in addition to their basic regular rate of pay, seven and a half percent (7.5%) of their individual straight time earnings, (i.e., applicable straight time earnings, exclusive of overtime pay, all premiums, pay-in-lieu of designated holidays as provided for in Article 14.06 a) or 14.06 b) of this Agreement, and pay-in-lieu of annual vacation as provided for in Article 13.09 a) or 13.09 b) of this Agreement), in lieu of all insured benefits.
- b) On each pay cheque other-than-full-time employees who have completed three (3) calendar months of employment shall be paid, in addition to their basic regular rate of pay 4% of their individual straight time earnings in lieu of Pension as defined in the preceding paragraph. Should an employee choose to participate in the Pension Plan, assuming that she is eligible, such other-than-full-time employee shall not be entitled to be paid the 4% in lieu.
- c) Part-time employees who are eligible may opt to participate in the insured benefit plan outlined in Article 22.01. A part-time employee who does not opt to participate, when eligible, will be subject to the late enrolment rules of CBS' benefit contracts.

A part-time employee who participates in the insured benefits plan shall be governed by the benefits contract rules and regulations unless otherwise stated as follows:

- i) Part-time employees who work 18.75 hours weekly, averaged on an annual basis (975 hours over a one year period) may join the plan;
- ii) In the case of new hires, who have indicated in writing a desire to participate in the plan, eligibility shall be calculated immediately following the employee's first anniversary date of employment. The Employer will advise employees in writing.
- iii) Following the date of signing of this agreement, existing part-time employees may advise the Employer in writing of their desire to participate in the insured benefit plan. If eligible, the Employer will enroll such employees in the plan. Eligibility will be determined on the basis of hours worked in the preceding 12 month period.
- iv) Once a part-time employee has joined the plan she must remain in the plan unless her annual hours fall below 975 hours or as stated under Article 22.01.
- v) Continued eligibility will be reviewed in January of each year. Employees who do not meet eligibility will be advised in writing.
- vi) Should a part-time employee, who is enrolled in the plan, fail to meet the annual eligibility requirement outlined in i) above, such employee may continue in the plan, conditional upon written notice to the Employer within two weeks of being notified of her ineligibility, for a maximum

period of three (3) complete calendar months provided, she pays the full cost of premiums, both the employer's and employee's share. Should the employee become eligible during this period she will remain in the plan otherwise, the employee will cease to participate in the plan and she will be so advised in writing by the Employer.

- vii) Employees may express their desire, in writing to the Employee Support Representative, to join the plan in December of each year, for entry into the plan on February 1st. Requests to join the plan at any other time of the year will be considered on an individual basis and shall be at the discretion of the Employer. Such requests shall not be unreasonably denied.
- d) Part-time employees who participate in the insured benefit plan shall not be entitled to receive the pay in lieu percentage set out under Article 22.03 a) above.

22.04 Workplace Safety and Insurance

- a) All injured and disabled workers shall be treated in compliance with the *Ontario Human Rights Code*, the *Occupational Health and Safety Act*, *Workplace Safety and Insurance Act*, the Collective Agreement and other relevant legislation. The parties will endeavour to provide fair and consistent practices to accommodate employees who are ill, injured or disabled.
- b) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness.
- c)
 - i) An employee who is unable to work as a result of an accident, injury or illness sustained while on duty in the service of the Employer within the meaning of the *Workplace Safety and Insurance Act*, shall continue to receive her regular salary and benefits from the Employer, less regular deductions, provided she assigns over to the Employer her compensation payments due from the Board for time lost as a result of the accident.
 - ii) An employee who elects not to assign her compensation payments to the Employer and wishes to continue coverage of her insured benefits and pension must make prior arrangements for the prepayment of the full premium of any contributory insured benefit plans and her share of pension contributions.
- d) Should the employee's claim be disallowed by the Workplace Safety and Insurance Board, then any monies paid by the Employer shall be either charged against the employee's accumulated sick leave credits or if the employee has no sick leave credits, the amount so paid shall be recovered from the employee. Thereafter the employee shall be governed by the provisions of Article 24 of this agreement.
- e) An employee who has been on staff for more than one (1) year, and is declared unfit to perform the essential duties of her regular job shall lose her 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 and Insurance Board has been received when all attempts to accommodate the worker or to provide alternate work have failed. Seniority and employment shall also be lost on the date as of which the employee is certified fit to return to work and she fails

to do so or in the case of employees who are hired for a definite term of employment, upon expiration of such term. In the case of employees who have been on staff for less than one (1) year, the employee may be terminated on the date she is declared unfit to perform the essential duties of her regular job.

- f) All accidents must be reported as soon as reasonably possible by the employee, in writing, to her Supervisor who will complete an accident report. The employee will be provided with a copy of the report.
- g) Employees are required to provide the Employer, as far in advance as possible, with a written notice of readiness to return to work.
- h) The Employer will indicate either by written certification or on the employee's T-4 the amount of compensation payment the employee has assigned to the Employer in accordance with Article 22.05 c) i) above.
- i) The Employer is committed to make every effort to create an adaptive work environment for employees who sustain injuries at work. To this end employees shall be placed on a Work Accommodation Program. Every effort will be made by the Employer to provide the employee with suitable employment up to the point of undue hardship. An employee may request the presence of a union steward of her choice at any meeting related to work accommodation and/or return to work programs provided that such meeting shall not be delayed as a result.

Work shall be modified in accordance with occupational health and safety principles in an effort to adapt the workplace to promote the highest degree of emotional and physical well-being of the injured worker.

- j) The parties recognize the confidentiality of medical information and shall only disclose information regarding an employee's medical abilities and/or limitations to the extent necessary to implement and assess a return to work or workplace accommodation plan.

ARTICLE 23 – UNIFORMS

- 23.01 a) Regular full-time and regular part-time Donor Services Representatives, Clinic Assistants and Phlebotomists who have completed their probationary period and who are required by the Employer to wear a uniform, shall be provided with an annual uniform allowance of one hundred and seventy-five (\$175.00) for the purchase of uniforms to be worn according to Policy issued on this subject from time to time. The Employer shall pay an annual allowance of \$55.00 to Donor Services Representatives, Clinic Assistants, Phlebotomists, Drivers and Utility Persons for cleaning of uniforms and clothing worn while loading and unloading equipment. The Employer will reimburse Clinic Assistants and Phlebotomists for any damage to such clothing during the performance of the above-mentioned duties on submission of receipt. The above allowances shall be paid to Employees on the pay issued on or immediately preceding April 1st of each year. Employees who have been employed for less than 12 months on April 1st shall be paid a prorated allowance. Employees who are on probation at the date the uniform allowance is issued will receive the allowance, prorated retroactive to their date of employment after the completion of their probationary period.

Temporary and casual employees shall receive seventy-five per cent (75%) of the full-time allowance.

- b) The Employer shall supply Drivers and Shipper/Receivers with new uniforms or clothing, when required to be worn, according to the National Policy issued on this subject from time to time.
 - c) The Employer shall provide a safety shoe allowance of one hundred dollars (\$100.00) every two (2) years to all employees, excluding Drivers and Shipper/Receivers, who are required to wear safety shoes in the performance of their job duties.
- 23.02 For the duration of this Agreement, the annual allowance for safety Boots and Gloves (to supplement the cost thereof), for Drivers and Shipper/Receivers shall be one hundred and five dollars (\$105.00). This allowance shall be paid only to those employees who are on staff on October 1st, 1996 and thereafter on the pay issued on or immediately preceding April 1st of each year. Employees on probation at the date of issue will receive the allowance, prorated, retroactive to their date of employment after the completion of their probationary period.
- 23.03 The Centre agrees to discuss changes in uniform policy with the Union prior to implementation thereof.
- 23.04 The Employer agrees to compensate Laboratory Assistants for any damage to their personal clothing arising from the performance of their duties while at work upon submission of receipt.
- 23.05 Laboratory Assistants shall be supplied with a lab coat.
- 23.06 Lab coats and outerwear (jackets, wind-breakers and winter coats) shall remain the property of the Employer and shall be returned upon termination of employment.

ARTICLE 24 – SICK LEAVE

- 24.01 All full-time employees shall be indemnified against loss of regular income of 37.5 or 75 hours, less normal payroll deductions, in a weekly or bi-weekly period during absences due to sickness or accident in accordance with the sick leave plan as set forth in this Article and subject to Letter of Understanding dated July 20, 1995.
- 24.02 The employee must observe all of the following regulations to obtain the benefits available:
- a) telephone immediate supervisor or department head directly, no less than ninety minutes except in extenuating circumstances, prior to her starting time, advising her 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 Employer;
 - c) report to the Employer before making any change in usual place of residence or address during disability;
 - d) the Employer shall pay the full cost of medical certificates it requires.

24.03 The amount of sick leave credit an employee has at a particular date is based on the employee's length of continuous service in completed years to that date, less any sick time taken in the previous five year period.

24.04 Based on continuous service, sick leave credits will accrue to each employee as listed below. One (1) day of accrued sick leave shall be credited as seven and one half (7.5) hours in the employee's sick bank.

<u>Length of Service</u>	<u>100% Salary</u>	<u>75% Salary</u>	<u>66-2/3% Salary</u>
Less than 1 year	5 days	5 days	
On the first calendar day after 3 months' continuous service has been completed			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	

24.05 Where an employee at the time sick leave commences has, through earlier use of sick leave credits, less than 75 days of credits available, additional sick leave will be provided in order to bring the total period available to 75 days of sick leave at not less than 66-2/3% pay.

- 24.06 a) When an employee returns to active employment following a period of sick leave, that was made available under Article 24.05, credits to a maximum of 75 days at 66-2/3% will be reinstated 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.
 - b) Sick days made available under this Article or Article 24.05 will not be accrued in the employees' sick bank for future use.
- 24.07
- a) If sick leave credits have been exhausted and additional time is recommended by the attending physician for treatment or recuperation, a leave of absence without pay may be granted in accordance with the provisions outlined in Article 17 up to a maximum of three (3) months. Service with the Employer will be taken into consideration in determining the granting of such leave.
 - b) Recommendations for further periods, each not exceeding three months, must be submitted to the Employer for decision. Service with the Employer will be taken into consideration in determining the granting of such leave in accordance with Article 17.
 - c) Recovery of any expenditures by the Employer on behalf of the employee's share of medical, hospital or any other insurance plans will be made on return to duty. Contributions of the Employer and the employee to the Pension Plan will be in accordance with the rules and regulations of the Plan.
- 24.08
- Upon termination of employment all sick leave shall be cancelled and no payment shall be due therefore.
- 24.09
- a) The sick benefits outlined in this article shall not apply to part-time, temporary and casual employees. However, an employee must report sick absences without pay to their supervisor in accordance with Article 24.02 above.
 - b) Part-time, temporary and casual employees shall be paid two percent (2%) pay in lieu of sick leave, based on the applicable straight time earnings as outlined in Article 22.03 a).

ARTICLE 25 – TRANSPORTATION

25.01 a) Centre Employees

The Employer will provide transportation for all clinic staff from the Blood Centre to each clinic where she is assigned and back to the Blood Centre at the conclusion of her work. Mode of transportation to and from mobile clinics may be by Canadian Blood Services, public or private transportation.

b) Permanent Clinic Employees

- i) Employees who are hired to work at specific permanent clinic sites shall not be provided with transportation from their residence to the permanent clinic site or return.
- ii) Employees who are required to proceed to a location other than their specific permanent clinic site and who do not have their own transportation will be provided transportation as per Article 25.01 a), 25.02 and 25.04.

c) Regional Employees

i) Employees will be required to provide their own transportation to clinic locations in circumstances when the Employer cannot provide such transportation. It is understood that carpooling arrangements may be required. Carpooling shall be limited to a maximum of three (3) occupants per car, including the driver.

ii) Transportation allowance will be paid at the prevailing corporate rate per kilometre to the driver(s) of the vehicles(s), from the permanent clinic site or the local city hall for clinic assignments, including permanent clinics sites outside the city or town limits, when transportation is not provided by the Employer.

d) Regional staff, or clinic staff who volunteer to use their own vehicles, will not be provided CBS transportation to and from mobile clinics. It is understood that employees using their own vehicles under this Article will provide a form T2200 to their manager, or designate, for the Employer to complete its portion, as required for CCRA submission.

It is further understood that staff, as described above, must ensure that their vehicle has adequate auto insurance to cover the business purposes and liability for which it is used. CBS will not assume any responsibility for any parking fines, loss or damage to a vehicle or contents concerning a private vehicle, which is being used for the organization's business. Staff may be required to provide proof of business insurance coverage.

25.02 When a Clinic Assistant, Phlebotomist, Donor Services Representative or Driver returns to her Centre from an out-of-town clinic after 10:30 p.m. she shall be provided with, or reimbursed for, substantiated taxi fare, to her place of residence to a maximum of \$65.

25.03 When a Laboratory Assistant or Data Entry Clerk works past 10:30 p.m. she shall be provided with, or reimbursed for, substantiated taxi fare to her place of residence to a maximum of \$65.

25.04 It is understood in connection with Articles 25.02 and 25.03 above that pooling arrangements may be made in case taxi cabs are engaged to transport employees to their residence up to a maximum of three (3) occupants per taxi (taxi driver excluded).

ARTICLE 26 – MEAL ALLOWANCE

26.01 All employees who are officially required to be away from their particular Centre on mobile clinic assignments (in the case of employees operating in and out of Toronto Centre, outside the boundaries of the City of Toronto; in the case of employees operating in and out of Hamilton Centre, outside the boundaries of the Regional Municipality of Hamilton-Wentworth; in the case of employees operating in and out of London Centre, outside the boundaries of the City of London; and in the case of employees operating in and out of Ottawa Centre, outside the boundaries of the cities of Ottawa, Hull, Vanier and Nepean, and the township of Gloucester) shall receive a meal allowance based on the following rates:

* Breakfast	\$ 7.45
* Lunch	\$ 11.00
* Dinner	\$ 16.00

It is agreed that the above amounts are inclusive of GST and the practice of paying over and-above the amounts stated will cease upon implementing the new rates.

A claim for meal allowance can be made subject to the following:

- a) breakfast, if the scheduled time to commence work or the departure time on the day of the mobile clinic assignment outside the boundaries described in Article 26.01 above is 7:00 a.m. or earlier;
- b) lunch, if the scheduled time to commence work or the departure time on the day of the mobile clinic assignment outside the boundaries described in Article 26.01 above is 12:00 noon or earlier, or the time of arrival from a mobile clinic assignment outside the boundaries described in Article 26.01 above to the Centre is 12:30 p.m. or later;
- c) dinner, if the time of return to the Centre from the mobile clinic assignment outside the boundaries described in Article 26.01 above is 6:00 p.m. or later, or if the time of work completion after returning from a mobile clinic assignment outside the boundaries as described in Article 26.01 above is 6:00 p.m. or later.
- d) The provisions of 26.01 a), b), and c) above shall not apply to Drivers and Driver II's who are scheduled to commence work outside the boundaries described in Article 26.01 above between 8:00 PM And 2:59 AM who can claim for meal allowance subject to the following:
 - i) Lunch, for work performed between 8:00 PM and 11:59 PM and;
 - ii) Dinner, for work performed between 12:00 AM and 2:59 AM
- e) Notwithstanding the provisions of this article, employees scheduled to work five (5) hours or less shall not be entitled to claim a meal allowance.

26.02 Employees required to remain out of town overnight shall be paid their meal allowances in advance. Payment shall be by cheque, and shall be distributed with the bi-weekly payroll immediately preceding the overnight mobile. This practice will not be applicable to employees who are not originally scheduled to the overnight mobile. Such employees will receive their meal allowance with the following bi-weekly payroll.

26.03 Regional employees shall be paid meal allowances as set out under Article 26.01 when working at clinics outside the boundaries of the regional municipality of Kitchener/Waterloo and in all other locations outside the city or town limits, including permanent clinics sites.

ARTICLE 27 – LODGING

- 27.01 Employees required by the Employer to be away from their homes overnight shall be lodged a maximum of two to a room in suitable accommodation. Single accommodation will be provided to those employees who request it at a shared cost (50/50) between the Employer and the employee. The Employer reserves the right to recover amounts associated with this Article through a payroll deduction.
- 27.02 Suitability of accommodation, if questioned by clinic staff, shall be determined by the Labour-Management Committee.
- 27.03 Any clinic which is located outside a two hundred and twenty-five (225) kilometre radius of the Toronto Blood Service Centre shall be assigned on an overnight basis and transportation will be arranged accordingly. The provisions of this Article shall not be applicable to Drivers who are on daily shuttle assignment. Any clinic within a 225 km. radius of the Toronto Centre shall be assigned on an overnight basis at the discretion of the Employer. The Employer will endeavour to schedule employees so that there shall be a rest period of at least eleven (11) hours between the completion of work on one day and the commencement of work on the next day.

ARTICLE 28– BULLETIN BOARD

- 28.01 The Employer agrees to provide adequate bulletin board space in each permanent location for the sole use of the Union local to post notices of meetings and other material that may be of interest to employees. All notices posted shall bear the signature or initial of the President of the local or designee.

ARTICLE 29 – SAFETY & HEALTH & EMPLOYMENT CONDITIONS

29.01 Safety and Health

- a) The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury or illness.
- b) The Transport staff shall be responsible for the routine maintenance and operation of vehicles while travelling and on mobile clinics.
- c) In the event of adverse road or weather conditions while on the road on a mobile clinic, the Driver having the most seniority on the Mobile will jointly with the Charge Nurse/Clinic Supervisors contact the Ontario Ministry of Transportation (MTO) and the Ontario Provincial Police for road conditions. On the basis of the findings, the driver and the Charge Nurse/Clinic Supervisors will contact their supervisor for a decision. The joint decision will be relayed to affected employees through the Charge Nurse/Clinic Supervisor. In case a team is scheduled to travel and is still at the Centre, it shall be the Employer's responsibility to notify affected employees accordingly.

- d) In the event that staff, including regional staff, remain out-of-town due to breakdown or weather conditions, staff shall be credited with up to seven and one half (7.5) hours per day and it is understood that the provisions of Articles 12.04, 26 and 27 shall apply.

29.02 Employment Conditions

- a) The Employer undertakes 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 also undertakes to use reasonable efforts to ensure that donor clinics are kept at a reasonable, normal temperature, as per the *Ontario Health and Safety Act*.
- b) The phrase "suitable changing facilities" used in Article 29.02 a) above shall be defined as "clean, enclosed and private". Where no suitable facilities are available, uniforms will be worn while proceeding to the clinic site.
- c) The phrase "suitable rest areas" used in Article 29.02 a) above shall mean any clean and screened off area containing seating facilities.

ARTICLE 30 – POSITION DESCRIPTION

30.01 All employees are entitled to have in their possession, a copy of their current Position Description. It is understood that position descriptions as appended to this contract are current as of the date of signing of this agreement.

B-1	-	Clerk
B-2	-	Medical Secretary (Bilingual)
B-3	-	Stores Accountant
B-4	-	Utility Person I
B-4a	-	Utility Person II
B-5	-	Clinic Assistant
B-5a	-	Phlebotomist
B-6	-	Laboratory Assistant
B-7	-	Driver
B-8	-	Data Entry Clerk
B-9	-	Donor Services Representative
B-10	-	Administrative Assistant
B-11	-	Technical Support Analyst

30.02 The Position Descriptions shall accurately reflect only those duties which are applicable to all members of that position.

30.03 Any employee who is not required by her Centre's administration to perform all of the standard duties of her Position Description shall receive no reduction in her weekly rate of pay.

30.04 An employee cannot be required to perform duties which are not contained in his position description.

30.05 Supervisors will not customarily perform the duties of a bargaining unit employee.

- 30.06 a) If the Employer creates a new Position Description it shall establish the job description and wage rate and give written notice to the Union of the new wage rate.
- b) If the Union objects within thirty (30) days of receipt of the written notice from the Employer of the wage rate, such objection shall become the basis of a meeting between a representative of the Union and a representative of the Employer. Should such meeting result in a revision to the wages, the wage rate shall be retroactive to the date of implementation of the new Position Description, unless otherwise mutually agreed.
- c) Failing resolution of the objections, the matter shall be determined by arbitration.
- 30.07 Revisions to any of the Position Descriptions referred to in Article 30.01 above may be proposed by the Employer (all four (4) Ontario Centres acting in concert) to the Union at any time during the term of this Agreement; provided, that:
- a) no proposed revision may be entertained within a six (6) month period following a revision in the same Position Description which revision has been agreed to between the Employer and the Union or had resulted from an arbitration award;
- b) the Employer and the Union shall negotiate the proposed revisions within a period of thirty (30) calendar days commencing from the date the Union is advised, in writing, of the proposals. If no agreement is reached by the parties on the proposed revisions within the thirty (30) day period, such revisions may be submitted to expedited arbitration under section 49 of the *Ontario Labour Relations Act*. Any proposed revisions not agreed upon in negotiations shall be decided by the arbitrator provided the Arbitrator cannot assign a lower rate of pay to the position;
- c) a revised Position Description that has been either agreed or awarded shall apply to all the four (4) Ontario Centres covered by this Collective Agreement subject to Article 30.03.
- 30.08 Notwithstanding the provisions of Article 30.07, where the Employer requires revisions to existing position descriptions in order to comply with regulatory/ legislative requirements, the Employer may implement such revisions as soon as is necessary to comply with the regulatory/legislative requirements. In such cases the provisions of Article 30.06 shall apply.

ARTICLE 31 – POSITION PREMIUMS

- 31.01 a) Effective date of ratification, a premium of ninety cents (\$0.90) per hour will be paid to employees assigned as On-the-Job Trainers (excluding Preceptors). All outstanding grievances related to training premiums shall be withdrawn.
- b) Effective date of ratification, a Clinic Assistant who is assigned to work the “Prep” Table shall receive a premium of six dollars (\$6) for each shift so assigned. It is understood that employees who are assigned to relieve for rest periods or meal breaks, are not eligible to receive such premium. Notwithstanding the provisions of Article 31.03 below, this premium shall not apply to Driver II’s.

- 31.02 Any Clerk who performs Secretarial Duties for any Medical Officer or PhD shall receive a premium of \$4.00 per day for each day that she is so assigned.
- 31.03 The parties understand and agree that the position premiums in Article 31 shall be paid when any employee is required to perform such function.

ARTICLE 32 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 32.01 a) When a formal assessment of an employee's performance is made by her Supervisor, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. The signature of the employee concerned on the completed assessment form will indicate that its contents have been read but not necessarily her concurrence. Upon written request, the employee shall be furnished a copy of the completed assessment form.
- b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least three (3) months of the period for which the employee's performance is evaluated.
- c) An employee's performance appraisal shall be discussed by the employee and her supervisor in circumstances that ensure privacy.
- 32.02 The Employer agrees not to introduce as evidence in a hearing, any document from the file of any employee relating to disciplinary action, the content of which the employee was not aware of at the time of filing, or within a reasonable period thereafter.
- 32.03 Upon written request of an employee, the personnel file of that employee may be made available once per year for his examination in the presence of an authorized representative of the Employer.
- 32.04 The record of any reprimand or warning of an employee and any formal discipline shall be removed from the employee's personnel file eighteen (18) months after the conduct which was the subject of the reprimand, warning or other disciplinary action.

ARTICLE 33 – AGREEMENT RE-OPENER CLAUSE

- 33.01 This Agreement may be amended by mutual consent.

ARTICLE 34 – MISCELLANEOUS

- 34.01 A copy of this Collective Agreement shall be printed and issued to each employee by the Union. The cost of such shall be borne equally by the applicable Centre and the Union.
- 34.02 Medical Certificate for Drivers' Licenses
- Up to \$100 will be reimbursed to Drivers every twenty-four (24) months for the purpose of obtaining a medical certificate for the renewal of a required driver's license. This reimbursement will be provided upon submission of the receipt.

ARTICLE 35- TERM OF THE AGREEMENT

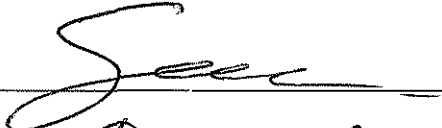
35.01 This Agreement shall become effective on its date of signing and shall remain in full force and effect up to March 31, 2013 and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) calendar days and not less than thirty (30) calendar days before the date of its termination.


The undersigned hereby certify that the foregoing Agreement sets forth properly the terms and conditions agreed upon by the Toronto, London, Hamilton and Ottawa Blood Services Centres and the Ontario Public Service Employees Union through the process of collective bargaining.

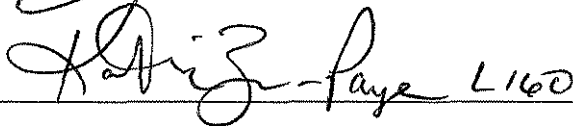
IN WITNESS WHEREOF the parties have executed this Agreement by affixing hereto the signatures of their proper officers in that behalf signed this 22nd day of October, 2015.

ON BEHALF OF THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

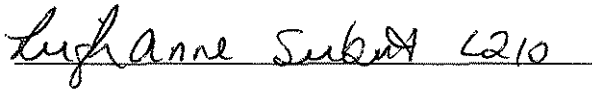
ON BEHALF OF CANADIAN BLOOD SERVICES

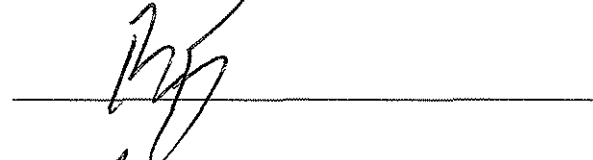


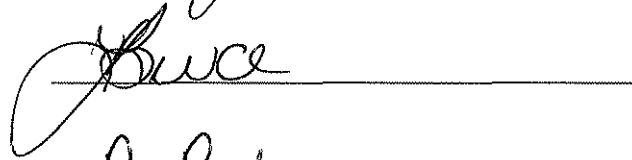














SCHEDULE A**(S)OPSEU Salary Scales**

Hourly Rates

Clinic Assistant / Logistics Attendant	Percent Incr.	Initial	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
01/04/2010	N/A	\$17.288	\$17.939	\$18.492	\$19.112	\$19.736	\$20.325	\$20.935
01/04/2011	0.0200	\$17.634	\$18.298	\$18.862	\$19.495	\$20.130	\$20.732	\$21.354
01/04/2012	0.0200	\$17.987	\$18.664	\$19.239	\$19.885	\$20.533	\$21.146	\$21.781

Phlebotomist	Percent Incr.	Initial	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
01/04/2010	N/A	\$21.107	\$21.772	\$22.392	\$23.016	\$23.648	\$24.242	\$24.941
01/04/2011	0.0200	\$21.529	\$22.207	\$22.839	\$23.476	\$24.121	\$24.727	\$25.440
01/04/2012	0.0200	\$21.960	\$22.651	\$23.296	\$23.946	\$24.603	\$25.221	\$25.949

Donor Services Representative	Percent Incr.	Initial	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
01/04/2010	N/A	\$12.542	\$13.324	\$14.092	\$14.873	\$15.655	\$16.425	\$16.887
01/04/2008	0.0200	\$12.793	\$13.590	\$14.374	\$15.170	\$15.968	\$16.753	\$17.225
01/10/2008	0.0200	\$13.048	\$13.862	\$14.661	\$15.474	\$16.287	\$17.088	\$17.569

Laboratory Assistant	Percent Incr.	Initial	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
01/04/2010	N/A	\$19.765	\$20.379	\$21.007	\$21.638	\$22.264	\$22.867	\$23.487
01/04/2011	0.0200	\$20.160	\$20.787	\$21.427	\$22.071	\$22.710	\$23.324	\$23.957
01/04/2012	0.0200	\$20.563	\$21.203	\$21.856	\$22.512	\$23.164	\$23.791	\$24.436

Clerk / Data Entry Clerk	Percent Incr.	Initial	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
01/04/2010	N/A	\$17.175	\$17.757	\$18.342	\$18.929	\$19.512	\$20.099	\$20.701
01/04/2011	0.0200	\$17.519	\$18.112	\$18.709	\$19.307	\$19.902	\$20.501	\$21.115
01/04/2012	0.0200	\$17.869	\$18.475	\$19.083	\$19.693	\$20.300	\$20.911	\$21.538

Shipper/Receiver I / Porter I / Utility Person I	Percent Incr.	Initial	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
01/04/2010	N/A	\$16.756	\$17.357	\$17.953	\$18.583	\$19.206	\$19.785	\$20.378
01/04/2011	0.0200	\$17.091	\$17.704	\$18.312	\$18.955	\$19.590	\$20.181	\$20.786
01/04/2012	0.0200	\$17.433	\$18.058	\$18.678	\$19.334	\$19.982	\$20.584	\$21.201

Shipper/Receiver II / Porter II / Utility Person II	Percent Incr.	Initial	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
01/04/2010	N/A	\$17.991	\$18.584	\$19.175	\$19.795	\$20.418	\$20.990	\$21.618
01/04/2011	0.0200	\$18.351	\$18.955	\$19.559	\$20.191	\$20.826	\$21.409	\$22.051
01/04/2012	0.0200	\$18.718	\$19.335	\$19.950	\$20.595	\$21.242	\$21.838	\$22.492

Driver / Timekeeper – Scheduler	Percent Incr.	Initial	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
01/04/2010	N/A	\$18.285	\$18.984	\$19.683	\$20.378	\$21.075	\$21.708	\$22.358
01/04/2011	0.0200	\$18.650	\$19.364	\$20.077	\$20.786	\$21.496	\$22.142	\$22.805
01/04/2012	0.0200	\$19.023	\$19.751	\$20.479	\$21.202	\$21.926	\$22.585	\$23.261

Driver II	Percent Incr.	Initial	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
01/04/2011	N/A	\$21.151	\$21.864	\$22.577	\$23.286	\$23.997	\$24.642	\$25.305
01/04/2012	0.0200	\$21.574	\$22.301	\$23.029	\$23.752	\$24.477	\$25.135	\$25.811

Stores Accountant / Supply Technician	Percent Incr.	Initial	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
01/04/2010	N/A	\$18.570	\$19.138	\$19.708	\$20.276	\$20.842	\$21.411	\$22.053
01/04/2011	0.0200	\$18.941	\$19.521	\$20.103	\$20.682	\$21.259	\$21.839	\$22.494
01/04/2012	0.0200	\$19.320	\$19.912	\$20.505	\$21.095	\$21.684	\$22.276	\$22.944

Medical Secretary (Bil.) / Administrative Assistant	Percent Incr.	Initial	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
01/04/2010	N/A	\$18.356	\$18.960	\$19.559	\$20.161	\$20.765	\$21.379	\$22.021
01/04/2011	0.0200	\$18.724	\$19.339	\$19.951	\$20.564	\$21.180	\$21.807	\$22.461
01/04/2012	0.0200	\$19.098	\$19.726	\$20.350	\$20.975	\$21.603	\$22.243	\$22.910

Technical Support Analyst	Percent Incr.	Initial	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
01/04/2010	N/A	\$27.173	\$28.191	\$29.249	\$30.347	\$31.483	\$32.664	\$33.965
01/04/2011	0.0200	\$27.716	\$28.755	\$29.834	\$30.954	\$32.113	\$33.317	\$34.645
01/04/2012	0.0200	\$28.271	\$29.330	\$30.431	\$31.573	\$32.755	\$33.983	\$35.338

Licenced Mechanic	Percent Incr.	Initial	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
01/04/2010	N/A	\$22.410	\$23.175	\$23.940	\$24.705	\$25.470	\$26.235	\$27.000
	0.0200	\$22.858	\$23.639	\$24.419	\$25.199	\$25.979	\$26.760	\$27.540
	0.0200	\$23.315	\$24.111	\$24.907	\$25.703	\$26.499	\$27.295	\$28.091

Logistics Trainer / Logistics Dispatcher	Percent Incr.	Initial	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
01/04/2010	N/A	\$20.750	\$21.458	\$22.167	\$22.875	\$23.583	\$24.292	\$25.000
	0.0200	\$21.165	\$21.887	\$22.610	\$23.333	\$24.055	\$24.778	\$25.500
	0.0200	\$21.588	\$22.325	\$23.063	\$23.799	\$24.536	\$25.273	\$26.010

* Base rate used for calculation.

Note: 1. All retroactivity shall be based on regular earnings, excluding premiums (percentages in lieu) and overtime hours.

SCHEDULE B – POSITION DESCRIPTIONS

Schedule B-1

CANADIAN BLOOD SERVICES **POSITION DESCRIPTION**

I.	<u>TITLE</u>	:	Clerk
	<u>DEPARTMENT</u>	:	Centre Department
	<u>TITLE OF IMMEDIATE SUPERVISOR</u>	:	Assigned By Centre Director

II. POSITION SUMMARY

Under the supervision of the assigned supervisor, is responsible for clerical work. Adheres to all current operating procedures. Practices good judgment in the performance of job responsibilities and promotes Centre objectives through good interpersonal skills.

III. DUTIES AND RESPONSIBILITIES

Incumbent may be assigned to do some or all of the following responsibilities:

1. Compiles, types/keyboards, updates, files and maintains correspondence, reports, templates, manuals and statistical data.
2. Handles mail system (including bulk mail); opens and distributes mail.
3. Receives and directs all incoming telephone calls to appropriate person(s); takes messages.
4. Maintains various records systems.
5. Clerks hired to work in Collection/Donor Services department may be required to perform all or some of the duties as outlined in the Donor Services Representative job description with the exception of mobile clinics.
6. Performs receptionist duties.
7. Operates automated and other office equipment.
8. Maintains and keeps records of and requisitions supplies; reports faulty supplies and equipment.
9. Prepares, scans and microfiches documents.
10. Coordinates, completes and updates work assignments, attendance records and staffing/volunteer schedules.
11. Coordinates the reporting and replacement of absent staff/volunteers; maintains relevant records.
12. Arranges alternate methods of transportation for staff.

13. Schedules functions/meetings and records minutes of meetings.
14. Monitors stock of all blood products and/or fractionation products daily, balance physical counts with records, and notify supervisor if stock is low or does not balance.
15. Receives requests for blood and/or blood products and to assist in the issuing and dispatching of blood or blood products.
16. Orders, receives and checks fractionation shipments. Informs supervisor of discrepancies/problems with shipment.
17. Follows all policies and procedures to maintain a healthy and safe work environment.
18. May assist with training of staff.
19. Performs other department related tasks and duties as assigned.

IV. SUPERVISION EXERCISED

- A) Number supervised directly- Nil
- B) Highest level supervised- Nil

V. SUPERVISION RECEIVED

Directly supervised by the Manager/Supervisor (or designate) of the department where the Clerk is assigned.

VI. QUALIFICATIONS REQUIRED

- A) Formal education and experience- Grade 12 with business subjects and a minimum of 2 years relevant office experience. For clerks hired to perform timekeeping functions, relevant experience must include bookkeeping.
- B) Skills required – Accurate keyboarding and computer skills, experience in word processing and spreadsheet software and ability to operate office equipment. Transcription skills an asset.
- C) Excellent communication and interpersonal skills; ability to work with various staff levels; ability to deal with the public is essential.
- D) Fluency in English is required. Fluency in another language may be required.

Note: Any change in qualifications shall become effective on the date of signing of the 1990 Agreement and shall be applicable only to employees hired after that date.

Note: Any change in qualifications shall become effective on the date of ratification of this agreement and shall be applicable only to employees hired after that date.

CANADIAN BLOOD SERVICES
POSITION DESCRIPTION

- I. **TITLE** : **Medical Secretary**
- DEPARTMENT** : Medical Office
- TITLE OF IMMEDIATE**
SUPERVISOR : **Medical Officer or Designate**
-

II. **POSITION SUMMARY**

Responsible for all secretarial duties for the Medical Officer, Assistant/Associate Medical Officers and Specialty staff as assigned. Adheres to all current operating procedures. Practices good judgment in the performance of job responsibilities and promotes Centre objectives through good interpersonal skills.

III. **DUTIES AND RESPONSIBILITIES**

Incumbent may be assigned to do some or all of the following responsibilities:

1. Maintain confidential records and assist in administrative functions.
2. Maintains various records systems.
3. Types and files correspondence and reports.
4. Compiles data for reports.
5. Performs the duties of a receptionist.
6. Records minutes and type from dictation equipment.
7. Prepares, scans and microfiches documents.
8. Performs secretarial duties for Medical/Specialty components of Nursing and Laboratory.
9. Follows all policies and procedures to maintain a healthy and safe work environment.
10. May assist with training of staff.
11. Perform other department related duties as assigned.

IV. **SUPERVISION EXERCISED**

- A) Number supervised directly - Nil
- B) Highest level supervised - Nil

V. SUPERVISION RECEIVED

General supervision of assigned supervisor.

VI. QUALIFICATIONS REQUIRED

- A) Formal Education and Experience - Post secondary education in relevant field and 2 years previous medical secretarial experience required. Knowledge of medical terminology required.
- B) Skills required- Accurate keyboarding and computer skills, experience in word processing and spreadsheet software and ability to operate office equipment. Transcription skills required.
- C) Fluency in English is required. Fluency in French may be required.

Note: Any change in qualifications shall become effective on the date of gratification of this agreement and shall be applicable only to employees hired after that date.

CANADIAN BLOOD SERVICES
POSITION DESCRIPTION

I. **TITLE** : **Stores Accountant**

DEPARTMENT : Administration

TITLE OF IMMEDIATE SUPERVISOR : As assigned by Centre Director or Designate

II. **POSITION SUMMARY**

The Stores Accountant, under general supervision is responsible for all accounts and banking account transactions, the ordering and issuing of inventory within the Centre as assigned. Adheres to all current operating procedures. Practices good judgment in the performance of job responsibilities and promotes Centre objectives through good interpersonal skills.

III. **DUTIES AND RESPONSIBILITIES**

Incumbent may be assigned to do some or all of the following responsibilities:

General:

1. Maintains petty cash.
2. Enters data and generates reports from accounting systems.
3. Maintains and posts all ledgers, and records all transactions, involving items of equipment on charge of the Centre.
4. Takes inventory of all stock, which may include physical counts and reconciliation. Prepares estimates, requisitions and orders as per Centre policy.
5. Receives, records, and issues, requisitions for inventory from all departments.
6. Makes local purchases of equipment and supplies of items.
7. Assists with the receiving process.
8. Maintains inventory in an orderly condition.
9. Assists in the preparation of the budget.
10. Follows all policies and procedures to maintain a healthy and safe work environment.
11. May assist with training of staff.
12. Performs additional department related tasks and duties as directed.

IV SUPERVISION EXERCISED

- A) Number supervised directly - Nil
- B) Highest level supervised - Nil

V. SUPERVISION RECEIVED

General supervision by the Centre Director or designate.

VI. QUALIFICATIONS REQUIRED

- A) Formal Education and Experience - Grade 12. At least two years of bookkeeping experience may be required.
- B) Skills Required - The ability to accurately keep records. Experience with relevant computer software an asset.
- C) Fluency in English is required. Fluency in French may be required.

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CANADIAN BLOOD SERVICES
POSITION DESCRIPTION

<u>TITLE</u>	:	Utility Person (I) (Porter/Janitor/Cleaner)
<u>DEPARTMENT</u>	:	Administration
<u>TITLE OF IMMEDIATE SUPERVISOR</u>	:	As assigned by Centre Director or Designate

II. POSITION SUMMARY

The Utility Person is responsible for routine maintenance, cleaning, loading, unloading, receiving/shipping, and moving equipment and supplies as assigned. Adheres to all current operating procedures. Practices good judgment in the performance of job responsibilities and promotes Centre objectives through good interpersonal skills.

III. DUTIES AND RESPONSIBILITIES

Incumbent may be assigned to do some or all of the following responsibilities:

1. Receives, distributes and returns goods and supplies.
2. Unpacks all supplies received in bulk shipments and places these items in the correct place in the storerooms.
3. Issues and delivers supplies to departments selected from store room based on list provided.
4. Assists with heavy lifting in the Centre.
5. Assists with inventory controls, either through a manual or computerized system.
6. Performs functions to keep Centre clean and tidy.
7. Assists the Transport staff in the loading and unloading of vehicles at the Centre.
8. Checks and cleans the interior of vehicles.
9. Cleans and performs basic maintenance of building, grounds and equipment.
10. Handles mail systems (including bulk mail); opens and distributes mail.
11. Assists with the disposal of medical waste products.
12. Follows all policies and procedures to maintain a healthy and safe work environment.
13. Performs other department related duties as assigned.

IV. SUPERVISION EXERCISED

- A) Number supervised directly - Nil
- B) Highest level supervised - Nil

V. SUPERVISION RECEIVED

Generally close supervision and direction of assigned supervisor.

VI. QUALIFICATIONS REQUIRED

- A) Formal Education and Experience - Grade 12 and/or two (2) years related work experience.
- B) Physically capable of carrying equipment and supplies.
- C) Fluency in English is required.

Note: Any change in qualifications shall become effective on the date of ratification of this agreement and shall be applicable only to employees hired after that date.

CANADIAN BLOOD SERVICES
POSITION DESCRIPTION

<u>I.</u>	<u>TITLE</u>	:	Utility Person (II) (Porter/Janitor/Cleaner)
	<u>DEPARTMENT</u>	:	Administration
	<u>TITLE OF IMMEDIATE SUPERVISOR</u>	:	Coordinator, Administration or Designate

II. POSITION SUMMARY

The Utility Person is responsible for routine maintenance, cleaning, loading, unloading, receiving/shipping, and moving equipment and supplies as assigned. Adheres to all current operating procedures. Practices good judgment in the performance of job responsibilities and promotes Centre objectives through good interpersonal skills.

III. DUTIES AND RESPONSIBILITIES

Incumbent may be assigned to do some or all of the following responsibilities:

1. Receives, distributes and returns goods and supplies.
2. Unpacks all supplies received in bulk shipments and places these items in the correct place in the storerooms.
3. Issues and delivers supplies to departments selected from store room based on list provided.
4. Assists with heavy lifting in the Centre.
5. Assists with inventory controls, either through a manual or computerized system.
6. Performs functions to keep Centre clean and tidy.
7. Assists the Transport staff in the loading and unloading of vehicles at the Centre.
8. Checks and cleans the interior of vehicles.
9. Cleans and performs basic maintenance of building, grounds and equipment.
10. Performs functions related to the safety and security *systems* of the premises.
11. Handles mail systems (including bulk mail); opens and distributes mail.
12. May pack, order, reconcile and restock collection supplies.
13. Bulk Photocopies.
14. Follows all policies and procedures to maintain a healthy and safe work environment.

15. May assist with training of staff.
16. Operates tow motors and snow blowers when required.
17. Assists with the disposal of medical waste products.
18. Performs other department related duties as assigned.

IV. SUPERVISION EXERCISED

- A) Number supervised directly - Nil
- B) Highest level supervised - Nil

V. SUPERVISION RECEIVED

General supervision and direction of assigned supervisor.

VI. QUALIFICATIONS REQUIRED

- A) Formal Education and Experience - Grade 12 and/or two (2) years related work experience.
- B) Physically capable of carrying equipment and supplies.
- C) Fluency in English is required.

Note: Any change in qualifications shall become effective on the date of ratification of this agreement and shall be applicable only to employees hired after that date.

CANADIAN BLOOD SERVICES
POSITION DESCRIPTION

I. **TITLE** : **Clinic Assistant**

DEPARTMENT : Collections/Nursing Department

LOCATION : Blood Services

TITLE OF IMMEDIATE
 SUPERVISOR : Nursing/Collection Manager or Designate

II. **POSITION SUMMARY**

Under the direction of the Nursing/Collections Manager or designate, performs assigned duties to assist in the collection of blood and apheresis blood components as well as other related functions within the Nursing Department. Adheres to all current operating procedures. Practices good judgment in the performance of job responsibilities and promotes Centre objectives through good interpersonal skills.

III. **DUTIES AND RESPONSIBILITIES**

Incumbent may be assigned to do some or all of the following responsibilities:

Clinic/Apheresis Area:

1. Assists with loading, unloading and carrying of collection equipment and supplies.
2. Sets up and dismantles equipment and supplies. Maintains cleanliness of all clinic areas.
3. Under the direction of a clinic supervisor performs duties, according to standards and procedures, which may consist of the following:
 - a) Registers and directs donors. Assists with maintenance of records.
 - b) Refers eligibility and health related concerns of donor to R.N., requests donor read material prepared by the Employer.
 - c) Sets up hemoglobin table and obtains capillary blood sample; performs donation related screening tests such as Hgb and ABO
 - d) grouping. Refers interpretation of test results to R.N.
 - e) Issues blood group label to donor and labels Record of Donation to establish donor-product link; and files forms.
 - f) Assembles and prepares appropriate collection supplies, equipment and records.
 - g) Prepares or assists in the preparation of donors for blood or apheresis component collection; verifies that the Record of Donation is complete and that appropriate labels are applied and assists in collection procedures.

- h) Monitors the donor, the functioning of equipment and blood flow, refers change in donor or blood flow status to the appropriate clinic staff.
 - i) Labels collection packs and specimen tubes, and assists in preparing accompanying records.
 - j) Collects specimens.
 - k) Seals, segments, prepares and packs units of blood for delivery to Centre Laboratory. May deliver blood packs to the laboratory, for clinics held within the same Centre/Permanent clinic buildings as the Laboratory.
4. Maintains donor, product, equipment and supply records and other required forms (i.e., requisitions, etc.)
 5. Assists with post donation care and donor reaction care.
 6. Duties related to apheresis will be assigned as necessary and only to individuals demonstrating the required skills.

General:

7. Packs, orders, reconciles and restocks collection supplies.
8. Cleans, maintains and calibrates equipment to ensure correct working order; maintains equipment /supply records.
9. Observes safety code in all work areas, follows safety protocol for cleaning spills and disposing of waste material.
10. Adheres to dress code as per department regulations.
11. May be assigned to coordinate repair of collection equipment and maintains records of the same.
12. May be assigned to operate specified automated equipment.
13. Performs clerical functions related to clinic collections.
14. Follows all policies and procedures to maintain a healthy and safe work environment.
15. May assist with training of staff.
16. Performs other department related duties as assigned.

IV. SUPERVISION EXERCISED

- A) Number supervised directly - Nil
- B) Highest level supervised - Nil

V. SUPERVISION RECEIVED

Directly supervised by Nursing/Collections Manager or Designate.

VI. QUALIFICATIONS REQUIRED

- A) Formal education and experience - Grade 12 and one year relevant work experience or an equivalent combination.
- B) Skills and Abilities:
 - 1. Ability to communicate effectively with staff, volunteers, donors and the public.
 - 2. Physical ability to lift and carry equipment and supplies essential to clinic operations.
 - 3. Fluency in English is required. Fluency in another language may be required.
 - 4. Ability to be certified in first aid.
 - 5. Relevant computer skills may be required.

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CANADIAN BLOOD SERVICES
POSITION DESCRIPTION

- I.** **TITLE** : **Phlebotomist**
- DEPARTMENT** : Collections/Nursing Department
- LOCATION** : Blood Services
- TITLE OF IMMEDIATE**
SUPERVISOR : Nursing/Collection Manager or
 Designate

II. **POSITION SUMMARY**

Under the direction of the Nursing/Collections Manager or designate, performs assigned duties to assist in the collection of blood and apheresis blood components as well as other related functions within the Nursing Department. Adheres to all current operating procedures. Practices good judgment in the performance of job responsibilities and promotes Centre objectives through good interpersonal skills.

III. **DUTIES AND RESPONSIBILITIES**

Incumbent may be assigned to do some or all of the following responsibilities:

Clinic/Apheresis Area:

1. Assists with loading, unloading and carrying of collection equipment and supplies.
2. Sets up and dismantles equipment and supplies. Maintains cleanliness of all clinic areas.
3. Under the direction of a clinic supervisor performs duties, according to standards and procedures, which may consist of the following:
 - a. Registers and directs donors. Assists with maintenance of records.
 - b. Refers eligibility and health related concerns of donor to R.N., requests donor read material prepared by the Employer.
 - c. Sets up hemoglobin table and obtains capillary blood sample; performs donation related screening tests such as Hgb and ABO
 - d. grouping. Refers interpretation of test results to R.N.
 - e. Issues blood group label to donor and labels Record of Donation to establish donor-product link; and files forms.
 - f. Assembles and prepares appropriate collection supplies, equipment and records.
 - g. Prepares or assists in the preparation of donors for blood or apheresis component collection; verifies that the Record of Donation is complete and that appropriate labels are applied and assists in collection procedures.

- h. Monitors the donor, the functioning of equipment and blood flow, refers change in donor or blood flow status to the appropriate clinic staff.
 - i. Labels collection packs and specimen tubes, and assists in preparing accompanying records.
 - j. Collects specimens.
 - k. Seals, segments, prepares and packs units of blood for delivery to Centre Laboratory. May deliver blood packs to the laboratory, for clinics held within the same Centre/Permanent clinic buildings as the Laboratory.
1. Maintains donor, product, equipment and supply records and other required forms (i.e., requisitions, etc.)
 2. Assists with post donation care and donor reaction care.
 6. Duties related to apheresis will be assigned as necessary and only to individuals demonstrating the required skills.
 7.
 - a. Phlebotomy duties will be assigned as necessary to individuals who have successfully completed the Employer's requirements.
 - b. Phlebotomy will continue to be a shared responsibility amongst qualified clinic staff.

General:

8. Packs, orders, reconciles and restocks collection supplies.
9. Cleans, maintains and calibrates equipment to ensure correct working order; maintains equipment /supply records.
10. Observes safety code in all work areas, follows safety protocol for cleaning spills and disposing of waste material.
11. Adheres to dress code as per department regulations.
12. May be assigned to coordinate repair of collection equipment and maintains records of the same.
13. May be assigned to operate specified automated equipment.
14. Performs clerical functions related to clinic collections.
15. Follows all policies and procedures to maintain a healthy and safe work environment.
16. May assist with training of staff.
17. Performs other department related duties as assigned.

IV. SUPERVISION EXERCISED

1. Number supervised directly - Nil
2. Highest level supervised - Nil

V. SUPERVISION RECEIVED

Directly supervised by Nursing/Collections Manager or Designate.

VI. QUALIFICATIONS REQUIRED

- A) Formal education and experience - Grade 12 and one year relevant work experience or an equivalent combination.
- B) Completed, or as a condition of employment successfully completes, post secondary courses at an officially recognized community college or technical institution, designated by the Employer, related to phlebotomy, and either:
 - i) Completed a minimum of one year of experience in performing phlebotomy or;
 - ii) successfully completed, in house, one year of supervised training in phlebotomy by qualified personnel in accordance with established guidelines by the Employer.
- C) Higher level of education/experience.
- D) Skills and Abilities:
 1. Ability to communicate effectively with staff, volunteers, donors and the public.
 2. Physical ability to lift and carry equipment and supplies essential to clinic operations.
 3. Fluency in English is required. Fluency in another language may be required.
 4. Ability to be certified in first aid.
 5. Relevant computer skills may be required.

Note: Candidates (internal or external) not having the formal educational qualifications and training experience as per current BBR directive will not be able to access the above outlined internal undertaking by the Employer with respect to providing the required educational qualifications and training until such time a change in directive is received.

Note: Any change in qualifications shall become effective on the date of ratification of this agreement and shall be applicable only to employees hired after that date.

CANADIAN BLOOD SERVICES
POSITION DESCRIPTION

I. **TITLE** : **Laboratory Assistant**

DEPARTMENT : Laboratory Department

TITLE OF IMMEDIATE
SUPERVISOR : Laboratory Manager or Designate

II. **POSITION SUMMARY**

Under the supervision of Laboratory Manager/Designate, is responsible for para-technical functions of the Laboratory and may be assigned any of the duties and responsibilities listed below. Depending on the size of the Centre, complete rotation of duties may not be practical. Adheres to all current operating procedures. Practices good judgment in the performance of job responsibilities and promotes Centre objectives through good interpersonal skills.

III. **DUTIES AND RESPONSIBILITIES**

Incumbent may be assigned to do some or all of the following responsibilities:

1. Prepares, produces and/or modifies all blood components and has the responsibility for maintaining proper storage of whole blood and blood components.
2. Prepares available inventory, issues, and outdates counts of blood and components on a daily basis.
3. Receives orders, selects, issues, dispatches, and may be assigned to pack blood, blood components and fractionation products to hospitals according to Standard Operating Procedures.
4. Prepares donor samples for testing according to Standard Operating Procedures.
5. Prepares individual plasma units of various types, completes paperwork and prepares shipment of units to fractionation plant.
6. Performs cleaning of equipment and supplies.
7. Performs preventative maintenance of equipment used in the laboratory.
8. May be assigned to operate a computer terminal and other automated equipment.
9. Observes laboratory hygiene, precautions and laboratory safety regulations.
10. Assists in the laboratory by performing para-technical duties, under the close supervision of a technologist (e.g., sorting banks, opening specimens, writing worksheets, and recording results).
11. Assists the laboratory manager or designate in the development and evaluation of procedures, such as integration of a new procedure.
12. Maintains adequate stock of supplies and prepares weekly supply orders.

13. Follows all policies and procedures to maintain a healthy and safe work environment.
14. May assist with training of staff.
15. Performs additional Laboratory department related tasks and duties.

IV. SUPERVISION EXERCISED

- A) Number supervised directly - Nil
- B) Highest level supervised - Nil

V. SUPERVISION RECEIVED

Generally under close supervision by the Laboratory Manager or designate.

VI. QUALIFICATIONS

- A) Formal education, or equivalent - Grade 12 and one year laboratory work experience or an equivalent combination.
- B) Experience - Relevant computer skills may be required.
- C) Qualifications and skills required - manual dexterity, ability to prepare and maintain accurate records, initiative and ability to work independently, ability to carry out repetitive tasks in a meticulous manner.
- D) Ability to learn required technical skills.
- E) Must have good oral and written communications skills.
- F) Fluency in English is required. Fluency in French may be required.

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CANADIAN BLOOD SERVICES
POSITION DESCRIPTION

- I. **TITLE** : **Driver**
- DEPARTMENT** : Collections/Transport
- TITLE OF IMMEDIATE**
 SUPERVISOR : Supervisor/Coordinator, Transport or Designate
-

II. **POSITION SUMMARY**

Under the direction of the assigned supervisor, the driver operates and maintains motor vehicles of various sizes; transports personnel, equipment, supplies, mail and blood products; loads/unloads, carries, sets up, dismantles equipment and supplies at the clinic. Responsible for staff safety while in transit. Assists with the clinic operations, with the exception of running beds, as assigned. Adheres to all current operating procedures. Practices good judgment in the performance of job responsibilities and promotes Centre objectives through good interpersonal skills.

III. **DUTIES AND RESPONSIBILITIES**

Incumbent may be assigned to do some or all of the following responsibilities:

Collection

1. Checks packing lists and other forms; loads truck with appropriate clinic equipment and supplies before leaving Centre.
2. Transports staff, donors, volunteers, equipment and supplies to and from clinics.
3. Loads and unloads equipment and supplies at clinic sites and upon return to Centre.
4. Carries, sets up and dismantles equipment and supplies.
5. Assists with packing, responsible for receiving, verifying and documentation related to packed blood/products, specimens and other supplies for transport.
6. Responsible for the refrigeration and monitoring of temperature of blood at clinics and returning temperature charts to Transport Office.
7. Transports blood/products under appropriate temperature conditions in a timely manner to the appropriate area as per current operating procedures.

Distribution

8. Ensures blood products are within the appropriate temperature range as per current operating procedures.
9. Responsible for the delivery of blood and blood products:

- a. May be assigned to pack blood orders.
- b. Checks issue voucher and /or delivery slip.
- c. Prepares documentation required for shipping blood.
- d. Obtains signatures from hospital on appropriate documents.
- e. Transports outdated blood and other documentation from hospitals to Centre.
- f. Cleans and maintains shipping boxes and freezer/gel packs.

General

- 10. Responsible for the transport of mail, supplies and promotional materials.
- 11. Responsible for transportation of staff on mobiles, including to and from eating facilities.
- 12. Maintains vehicles for fuel, oil, water, and reports mechanical defects to the appropriate assigned supervisor. Keeps a log on mileage. Cleans vehicles.
- 13. Responsible for completing a circle check of vehicle being used each day.
- 14. Observes safety codes in all work activities.
- 15. May be assigned to operations at clinic as deemed necessary by the assigned supervisor, with the exception of running beds.
- 16. May carry or assist in carrying of frozen plasma for shipping.
- 17. Follows all policies and procedures to maintain a healthy and safe work environment.
- 18. May assist with training of staff.
- 19. Performs additional Transport department related tasks and duties as directed.

IV SUPERVISION EXERCISED

- A) Number supervised directly- Nil
- B) Highest level supervised- Nil

V. SUPERVISION RECEIVED

Generally close supervision and direction by assigned supervisor or designate.

VI QUALIFICATIONS REQUIRED

- A) Formal education and experience: Grade 12 and a minimum four (4) years of driving preferred and at least one (1) continuous year's experience in a driving capacity (truck/bus/ambulance).
- B) Qualifications or skills required - must possess valid license to operate Centre fleet. Must provide a clean driver's abstract.

- C) Physical capability to load and unload and carry heavy clinic equipment and supplies.
- D) Fluency in English is required. Fluency in French may be required.
- E) Must have the ability to be certified in defensive driving, transportation of dangerous goods and first aid.

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CANADIAN BLOOD SERVICES
POSITION DESCRIPTION

- I. **TITLE** : **Data Entry Clerk**
- DEPARTMENT** : Centre Department
- TITLE OF IMMEDIATE**
 SUPERVISOR : Coordinator, Computer Services or Designate
-

II. **POSITION SUMMARY**

Performs duties for the processing of data and computer operations as assigned. Adheres to all current operating procedures. Practices good judgement in the performance of job responsibilities and promotes Centre objectives through good interpersonal skills.

III. **DUTIES AND RESPONSIBILITIES**

Incumbent may be assigned to do some or all of the following responsibilities:

1. Enters data daily.
2. Returns any reports or documents with incomplete or identified erroneous information for correction to the appropriate department.
3. Maintains and files all correspondence and reports in department.
4. Processes reports and documents and distributes to appropriate department.
5. Performs computer backup operations and maintains related documentation.
6. Performs system maintenance.
7. May assist with the training of staff.
8. May be assigned to act as resource/service person to other users.
9. Maintains supplies in immediate are.
10. Prepares, scans and microfiches documents.
11. Follows all policies and procedures to maintain a healthy and safe work environment.
12. Performs other data entry related duties as assigned.

IV. SUPERVISION EXERCISED

- A) Number Supervised Directly - Nil
- B) Highest Level Supervised - Nil

V. SUPERVISION RECEIVED

General supervision of Supervisor or designate.

VI. QUALIFICATIONS REQUIRED

- A) Grade 12 or Equivalent Experience
- B) Skills and Abilities - Accurate keyboarding and computer skills, experience in word processing and spreadsheet software and ability to operate office equipment.
- C) Fluency in English is required. Fluency in French may be required.

Note: Any change in qualifications shall become effective on the date of signing of the 1990 Agreement and shall be applicable only to employees hired after that date.

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CANADIAN BLOOD SERVICES
POSITION DESCRIPTION

I. JOB TITLE : Donor Services Representative
DEPARTMENT : Donor Services
TITLE OF IMMEDIATE SUPERVISOR : Donor Services

II. POSITION SUMMARY

At donor clinics, acts as an ambassador to the blood program by providing exceptional customer service while greeting donors, confirming, scheduling and re-booking donor appointments at clinics, and serving potential donors and the general public presenting at donor clinics. Ensures readiness and maintains the work area and equipment. At donor clinics, implements CBS customer service and recruitment initiatives.

III. DUTIES AND SPONSIBILITIES

Incumbent may be assigned to do some or all of the following responsibilities:

1. Ensures preparation and readiness of workstation for commencement of clinic by turning computers on and gathering supplies & promotional materials.
2. Ensures rebooking information is available for each collection event as directed through the Event Scheduling System (ESS)
3. Updates the clinic appointment schedule through the National Contact Centre call pilot and continue to monitor throughout clinic. Confirms or allocates appointments using approved database.
4. Maintains integrity of database by entering appointment information accurately. Where applicable, uploads and downloads all laptops prior to and after each collection event in order to ensure current donor appointment data available
5. Greets, confirms appointments, schedules and re-books blood donors at designated donor clinics in accordance with SOPs, COPs and other defined procedures.
6. Greets all blood donors and the public entering the donor clinic reception area in a customer friendly, professional manner and demonstrating diplomacy when donors present early or late. Provides information regarding availability and schedules into first available slot or offers a future appointment. Consults with Charge Nurse/Clinic Supervisor in the event of fully booked clinics.
7. Provides support and assistance to donors by providing appropriate information and or assistance regarding basic questions regarding the donation process, refers all other concerns to Charge Nurse/Clinic Supervisor.
8. Rebooks appointments for presenting donors, through the utilization of Principal Decisions Systems International (PDSI)
9. Meets national performance standards for rebooking donor appointments which are

established through the performance management process. Follows up with “no-show” donors for possible re-booking options, utilizing standard scripting to encourage future booking.

10. Records donor information and feedback in an accurate, concise and timely manner, according to established guidelines and procedures. Forwards information requiring follow-up by other CBS staff members. Reports any problems or concerns regarding NCC databases or data collection procedures and/or systems.
11. Where required, enables donors to provide feedback to CBS on service delivery, whether positive or negative, through written documentation processes on clinic. Ensures collection, confidentiality, and delivery of cards to the appropriate donor clinic staff.
12. Supports other donor recruitment initiatives as required, such as What's Your Type events.
13. Performs work in accordance with the provisions of the Canadian Blood Services' Corporate Health and Safety Policies and Procedures.
14. Performs other department related duties as assigned.

IV. SUPERVISION EXERCISED

- A) Number supervised directly – Nil
- B) Highest level supervised – Nil

V. SUPERVISION RECEIVED

General Supervisor of assigned supervisor/designate.

VI. QUALIFICATIONS REQUIRED

- a) Grade 12 plus up to one year related experience/training in a hospitality/customer service oriented environment is required.
- b) Previous experience working with volunteers and the ability to work within a team environment is a definite asset.
- c) Prior occupational or academic experience with computers (both network and laptops) is mandatory and the ability to learn new computer programs specific to CBS is essential.
- d) Working knowledge of software applications within a Windows environment, including Microsoft Word, Excel, and Lotus Notes is desirable.
- e) Excellent written and verbal communication skills in English with the ability to provide information in a clear, concise, courteous and professional manner and demonstrate effective listening skills.
- f) The ability to multi-task, pay attention to detail and handle a constant flow of attendees within a hectic, demanding environment.
- g) Demonstrated commitment to customer service in addition to a positive attitude and ability to respond to concerns and handle a diverse client base while in the public forefront.

CANADIAN BLOOD SERVICES
POSITION DESCRIPTION

I. JOB TITLE : **Administrative Assistant**

DEPARTMENT : As assigned

TITLE OF IMMEDIATE
SUPERVISOR : As assigned

II. POSITION SUMMARY

Provides personal secretarial and administrative support to a manager as well as general administrative support to a department.

III. DUTIES AND RESPONSIBILITIES

1. Prepares a variety of correspondence, documents and (which may include) time sheets.
2. Types and proofreads a variety of documents, which may be of a confidential nature.
3. Composes letters and memoranda from verbal or written direction, or from knowledge of Canadian Blood Services policies and procedures.
4. Obtains background information for position papers, information papers, or reports, as directed.
5. Generates a variety of spreadsheets or graphics as required.
6. Photocopies documents for filing and distribution.
7. Monitors and screens incoming telephone calls; determines the nature of the inquiry; provides routine information; redirects calls as necessary to other staff; takes calls for sick leave and replacement of staff; takes messages when Manager is unavailable.
8. Receives, opens and dates mail; reads incoming correspondence to ascertain its nature; identifies and tags items requiring urgent action; distributes to appropriate staff; responds to items of a routine nature.
9. Sends, receives and distributes facsimiles, which may be of a confidential nature.
10. Maintains the daily appointment diary for the Manager; schedules appointments; reviews daily and follows up as necessary to cancel or reschedule meetings.
11. Makes arrangements for meetings and travel. Reserves boardrooms; arranges for equipment and/or catering as required. Books appointments with participants. Prepares and distributes agenda; prepares, copies and distributes meeting materials.
12. May be required to attend meetings; records and produces minutes; follows up on action items for future agendas.
13. Makes travel and accommodation arrangements; arranges travel advances; prepares

travel expense claims.

14. Performs a variety of administrative duties. Establishes and maintains a filing system for the department. Monitors and re-orders office supplies. Reconciles invoices to financial statements; resolves discrepancies.
15. Performs work in accordance with the provisions of the Canadian Blood Services' Corporate Health and Safety Policies and Procedures.
16. Performs additional department related duties as assigned.

IV. SUPERVISION EXERCISED

- C) Number supervised directly – Nil
- D) Highest level supervised – Nil

V. SUPERVISION RECEIVED

General Supervisor of assigned supervisor/designate.

VI. QUALIFICATIONS REQUIRED

- A) Some post secondary level education in a relevant discipline from a recognized academic institution, preferably one year in Office Administration.
- B) At least three to six years of related experience.
- C) Strong communication skills in English are essential.
- D) Computer literacy is essential. Proficiency in the following software packages is desired - MS Word, Excel, PowerPoint.
- E) Ability to take direction from numerous people is required.

CANADIAN BLOOD SERVICES
POSITION DESCRIPTION

I. JOB TITLE : **Technical Support Analyst**

DEPARTMENT : Donor Records & Business Systems

TITLE OF IMMEDIATE
SUPERVISOR : Co-ordinator, Donor Records and Computer Services

II. POSITION SUMMARY

Supports and maintains the day-to-day operations of PC hardware/software, Centre LAN/WAN, voice/data communication systems, and develops software applications to meet Centre needs.

III. DUTIES AND RESPONSIBILITIES

1. Provides PC and Laptops hardware/software support to end-users. This includes supporting and administering network hardware/software, as well as communication systems.
2. Maintenance of infrastructure (cable runs, switches, patch panels, etc.)
3. Supports the users of the office automation applications. Analyzes, troubleshoots and resolves user reported problems.
4. Communicates and assists end-users via telephone or in person on use of computer systems.
5. Monitors network performance, working in conjunction with Head Office optimizes accordingly.
6. Create and maintain hardware/software and cell phone inventory lists.
7. Installs, maintains and upgrades PC hardware/software. This also includes network hardware/software, as well as communication lines and systems.
8. Physically installs hardware at users' work stations and installs software as required and configures PC accordingly.
9. Creates/modifies/tests/implements network menus, software and batch files.
10. Adds new users to network, granting rights and access to network files/software and connects users to network.
11. Provides network and systems training on new or existing applications/systems.
12. Trains users on a one-on-one basis as well as in a classroom setting.
13. Participates in course development including development of any written handouts.
14. Evaluates and reviews and recommends hardware or software as required and

documents accordingly working with Head Office.

15. Performs work in accordance with the provisions of the Canadian Blood Services' Corporate Health and Safety Policies and Procedures.
16. Coordinate planned changes with HO IT, electricians, cabling company and vendors are required.
17. Be available for On Call duties. Be flexible to work weekends and off hours as operations require.
18. Performs other related duties as required.

IV. SUPERVISION EXERCISED

- A) Number supervised directly – Nil
- B) Highest level supervised – Nil

V. SUPERVISION RECEIVED

General Supervisor of assigned supervisor/designate.

VI. QUALIFICATIONS REQUIRED

- A) Post secondary level education in a relevant discipline from a recognized academic institution, preferably a Community College Diploma in Computer Science.
- B) At least one to three years of experience in a technical support role, including help desk, training, course development and some application development.
- C) Good interpersonal skills, with strong communications skills both written and oral and good organizational skills are required.
- D) Knowledge of DOS/Windows, **PBX, XP, LOTUS Notes**, Novell NetWare, LOTUS 123, WordPerfect and dBase would be desirable.
- E) Strong communication skills in English are essential. Fluency in French is a definite asset.

LETTER OF UNDERSTANDING

Re: Leave provisions For Permanent Full-time Employees

Whereas the parties recognize that the current system of averaging hours of work over a weekly or bi-weekly period can create anomalies in the administration of the various paid leave provisions contained in the Collective Agreement and;

Whereas the parties agree that the sole purpose of the sick leave provisions contained within the Collective Agreement is to save the employee from loss of regular income due to illness and;

Whereas the parties agree that the sole purpose of the paid leave provisions contained within the Collective Agreement for such reasons as Bereavement, Court Duty, Compassionate Leave and Special Leave is to save the employee from loss of regular income due to reasons beyond the employee's control and;

Whereas the parties agree that there is a clear difference with regard to the Employer's ability to respond to scheduled as opposed to unscheduled leaves and;

Whereas the parties agree that it is desirable that paid leaves be administered in the most equitable manner;

The parties agree to the following:

- 1) Sick leave banks shall be tracked in hours.
- 2) Sick leave banks shall be reduced by scheduled hours lost due to illness to a maximum of seven and one half (7.5) hours per day.
- 3) Sick leave hours which are deducted from the sick leave bank shall be paid to the employee at her regular hourly rate unless she is in receipt of less than 100% pay for sick leave as is provided in the Collective Agreement.
- 4) For the purpose of calculating payment during a posted averaging period during which the employee takes sick leave, the following rules will be applied:
 - a) Add total hours worked in the averaging period, excluding the hours scheduled on the sick day taken.
 - b) If the hours worked exceed the averaging period, the hours worked in excess of the employee's averaging period shall be paid at one and one-half times the employee's regular hourly rate.
 - c) If the hours worked are less than the averaging period the employee shall be paid at her regular hourly rate for all such hours.
 - d) In addition, all sick leave hours deducted from the sick leave bank (as in (2) above) shall be paid at the Employee's regular hourly rate, subject to point #3 above.
 - e) In the event that the total of the hours worked and the hours deducted from the sick

leave bank are less than the normal hours of the employee's averaging period the employee shall be paid for the full number of hours of her averaging period.

- 5) Where the employee requests a change to the posted schedule for the purpose of taking paid leave, the employee's leave bank shall be reduced by the number of days taken, the posted schedule will not be altered and payment shall be calculated as in point #4 above.
- 6) Pre-scheduled leave shall be credited as hours worked at seven and one half (7.5) hours per day.
- 7) The above provisions shall take effect on August 07, 1995. Any grievance outstanding on the date of signing will be resolved based on the principles herein agreed.

The parties agree that this Letter of Understanding is hereby renewed for the term of this Agreement. The original document was signed by the parties in Toronto on July 20, 1995.

LETTER OF UNDERSTANDING

CANADIAN BLOOD SERVICES (THE EMPLOYER)
AND
THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION (THE UNION)

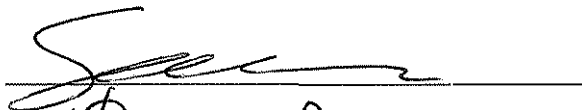
RE: REQUESTING DAYS OFF

The following principles will be applied only to Toronto Centre and its Regions and permanent locations only for requested days off for part-time Clinic Assistants and Phlebotomists:

1. Vacation requests in conformity with Article 13.03 will take precedence over requests for days off.
2. The Employer commits to indicating on each posted schedule the maximum number of part-time Clinic Assistants and Phlebotomists that may be away at one time (including vacation requests, banked overtime, etc.) in each Region.
3. Where two (2) or more employees request the same days off, approval of such days will be granted by seniority within a classification, provided the remaining employees are trained to perform the available work. Notification of approval for such request shall be identified on the posted schedule. Final approval will be subject to vacation requests submitted in accordance with Article 13.03.
4. Employees requesting days off can not exceed one (1) Saturday per schedule as set out in the Collective Agreement.
5. The Employer will assign "X" days to requested days off, to a maximum of four (4) days per pay period (Sundays included).
6. When an employee's request for day(s) off has been granted, the Employer may not be able to guarantee equitable distribution of hours within a pay period.
7. No employee may request days off in excess of two (2) per pay period or four (4) per four (4) week schedule.
8. The parties can mutually agree to add to or modify these principles at any time during the life of the Collective Agreement.

Signed this 22nd day of October, 2015.

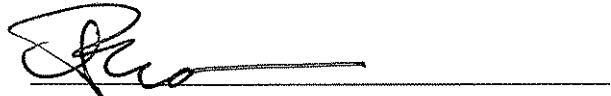
ON BEHALF OF OPSEU



Stephanie Payne L160

Deborah Subit L210

ON BEHALF OF CBS



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LETTER OF UNDERSTANDING

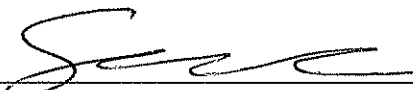
Re: Toronto Centre Scheduling

The parties agree that for the purpose of scheduling work on Saturdays and Sundays, employees working at Metro West and at the Toronto Centre shall be combined for the purpose of equitable rotation on such days.

This combination will in no way deprive any employees of otherwise applicable meal and travel provisions and premiums.

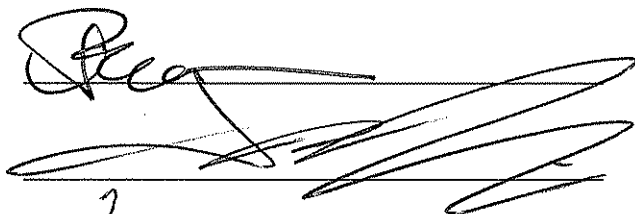
Signed this 22nd day of October, 2015.

ON BEHALF OF OPSEU



Katrice - Page 2160
Lughanne Sukut 2210

ON BEHALF OF CBS



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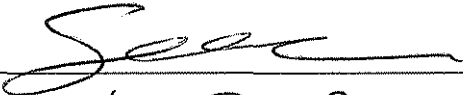
LETTER OF UNDERSTANDING

Re: 1990 Note (grandfathering of qualifications)

The parties hereby agree to establish the interpretation and application of the 1990 grandfathering note applicable to specific Job Descriptions (i.e. Clinic Assistant, Lab Helper, Clerk, Data Entry Clerk, Stores Accountant and Driver).

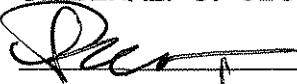
Signed this 22nd day of October, 2015.

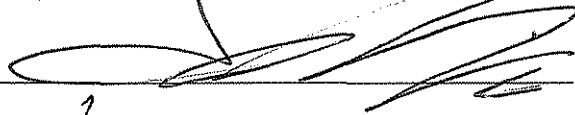
ON BEHALF OF OPSEU

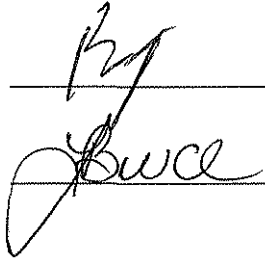


Kathryn Payne L160
Lughanne Subud L210

ON BEHALF OF CBS





By


LETTER OF UNDERSTANDING

Re: Performing of Venipuncture

The parties agree that the performing of venipuncture by existing Clinic Assistants shall be assigned to individuals who have completed the training program provided by CBS. Any employee hired prior to April 1, 1992, shall have the right to refuse to participate in venipuncture training.

Signed this 22nd day of October, 2017.

ON BEHALF OF OPSEU

[Signature]
Hariz - Payne L160
Lynne Subit L210

ON BEHALF OF CBS

[Signature]
[Signature]

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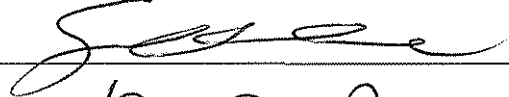
LETTER OF UNDERSTANDING

Re: Future Manufacturing and Production Sites

The Employer recognizes the Union as the sole bargaining agent of all non-professional employees (support staff), as per Article 2.01, at any future Canadian Blood Services consolidated testing or manufacturing site working at or out of the Toronto, London, Brampton, Hamilton or Ottawa Blood Centres.


Signed this 22nd day of October, 2015

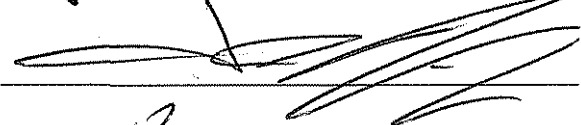
ON BEHALF OF OPSEU

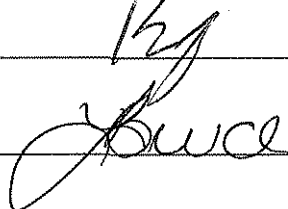


Katrice Payne 4160
Lynne Subit 4210

ON BEHALF OF CBS





By


LETTER OF UNDERSTANDING

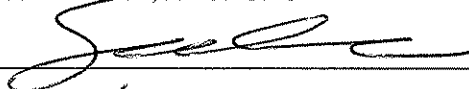
Re: Bloodmobile

It is agreed that the Employer shall schedule staff who volunteer for the Bloodmobile. Where there are insufficient volunteers, the Employer shall schedule employees separately among regular full-time and separately among regular part-time within the classification involved on an equitable distribution basis.

Such rotation shall exclude employees who volunteer to work on the Bloodmobile and such exclusion shall not be considered a violation of this Letter of Understanding.

Signed this 22nd day of October, 2015


ON BEHALF OF OPSEU




Katrina - Pays 4160

Lynne Anne Subert 4210

ON BEHALF OF CBS







Bruce

CANADIAN BLOOD SERVICES
(hereafter referred to as the "Employer")

and

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
And its Locals 160, 200, 210, 477, 5103
(hereafter referred to as "the Union")

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 The Universal Benefits Plan as described in the attached plan summary, shall replace the benefit entitlements as described in the Article 22.01 – Insured Benefits of the Collective Agreement. Eligibility to participate in the benefits plan shall continue to be in accordance with the Collective Agreement.
- #2 Other-than-full-time employees' eligibility for participation in the Universal Benefits Plan shall continue as per their current eligibility for participation under the Collective Agreement.
- #3 The levels of coverage of the Universal Benefits Plan shall not be reduced from those levels in effect as of the date of signing of this Memorandum of Understanding.
- #4 The Employer shall make any future enhancements to the Universal Benefits Plan at its sole discretion.
- #5 If the union no longer wishes to participate in the Universal Benefits Plan, it may indicate its intention to withdraw from the Plan concurrent with its notice to bargain as outlined in Article 35.01. 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 Union.

"Universal Benefits Plan" shall mean the extended health care, dental, life insurance, accidental death and dismemberment insurance, long term disability and business travel accident insurance plans provided to non-union employees (and as amended by the attached plan description) as of the date of signing of this Memorandum of Understanding.

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

An "other-than-full-time employee" shall mean a regular part-time, temporary, or casual employee.

“Collective Agreement” shall mean the Collective Agreement between Canadian Blood Services and the Ontario Public Service Employees Union and its Locals 160, 210, 477, 5103.

**Canadian Blood Services
Universal Benefit Plan**

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

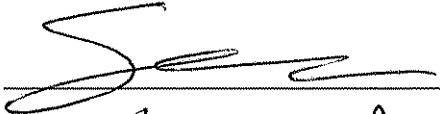
	<ul style="list-style-type: none"> (frames, lenses, laser) one eye exam every 2 calendar years (reasonable and customary cost)
<ul style="list-style-type: none"> Hearing Aids 	<ul style="list-style-type: none"> max of \$300 per person in any 5 consecutive calendar years
<ul style="list-style-type: none"> 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 \$1 million lifetime per person
<ul style="list-style-type: none"> Travel Assistance 	<ul style="list-style-type: none"> ManuAssist plan
Dental	
Premium Cost Sharing	<ul style="list-style-type: none"> as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> same as Major Medical
Participation Basis	<ul style="list-style-type: none"> same as Major Medical
Required Number of Hours	<ul style="list-style-type: none"> same as Major Medical
Dental Fee Guide	<ul style="list-style-type: none"> current in province of residence
Deductibles	
<ul style="list-style-type: none"> Single Family 	<ul style="list-style-type: none"> nil nil
Coinsurance	
<ul style="list-style-type: none"> Part I Preventative Minor Restorative Part II Major Restorative Part III Orthodontic 	<ul style="list-style-type: none"> 100% 100% 50% 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	
Premium Cost Sharing	<ul style="list-style-type: none"> as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> same as Major Medical
Participation Basis	<ul style="list-style-type: none"> employee coverage: compulsory dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> less than 4 years of service: 66 2/3% of pre-disability earnings 4 years of service or more: 75% of pre-disability earnings
Maximum Benefit	<ul style="list-style-type: none"> \$12,000 a month
Qualifying Period	<ul style="list-style-type: none"> 15 weeks or expiration of sick leave credits whichever is greater
All Source Maximum	<ul style="list-style-type: none"> 80% of gross pre-disability earnings

Definition of Disability	<ul style="list-style-type: none"> • 2 years own occupation
Indexation of Benefits	<ul style="list-style-type: none"> • No
Pre-existing Condition Clause	<ul style="list-style-type: none"> • Yes
Basic Life Insurance	
Premium Cost Sharing	<ul style="list-style-type: none"> • as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> • same as Major Medical
Participation Basis	<ul style="list-style-type: none"> • employee coverage: compulsory • dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> • same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> • 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Reduction Formula	<ul style="list-style-type: none"> • employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
Maximum Benefit	<ul style="list-style-type: none"> • without evidence: \$600,000 • with evidence: \$1,000,000 • combined maximums with Optional Life
Optional Life Insurance	
Premium Cost Sharing	<ul style="list-style-type: none"> • as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> • same as Major Medical
Participation Basis	<ul style="list-style-type: none"> • employee coverage: 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: 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"> • Spouse • Each Child • \$5,000 • \$2,000
Basic Accidental Death & Dismemberment (AD&D)	
Premium Cost Sharing	<ul style="list-style-type: none"> • as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> • same as Major Medical
Participation Basis	<ul style="list-style-type: none"> • employee coverage: compulsory • dependent coverage: not applicable

Required Number of Hours	<ul style="list-style-type: none"> • same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> • 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Reduction Formula	<ul style="list-style-type: none"> • employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
Voluntary AD&D	
Premium Cost Sharing	<ul style="list-style-type: none"> • as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> • same as Major Medical
Participation Basis	<ul style="list-style-type: none"> • employee coverage: 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"> • 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
<ul style="list-style-type: none"> • Personal Coverage • Family Coverage 	

Signed this 22nd day of October, 2015.


ON BEHALF OF OPSEU




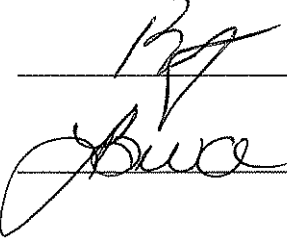
 Adrienne Payne L160

 Lydianne Subit L210

ON BEHALF OF CBS







MEMORANDUM OF UNDERSTANDING

Between

CANADIAN BLOOD SERVICES
(hereafter referred to as the "Employer")

and

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
And its Locals 160, 200, 210, 477, 5103
(hereafter referred to as "the Union")

Whereas Article 12.04 contemplates the provision of a defined Full Time Equivalent (FTE) for regular part-time employees who, heretofore, have had no such provision, the Parties hereby agree to the following:

1. Regular part-time employees on staff at the time of ratification of the current collective agreement (April 1, 2011 – March 31, 2013) shall be assigned a defined FTE of 0.5, averaged over a six (6) week period on the following basis, with the exception of Drivers at the Kingston and Windsor permanent clinics who shall not be assigned a defined FTE:

Classification	Department	Locations(s)
Clerk	All	All
Lab Assistant	All	All
Driver	Logistics	Brampton London Ottawa Barrie Peterborough
Driver II	Logistics	Brampton
Shipper/Receiver	Logistics	Ottawa
Logistics Attendant	Logistics	Kingston Brampton

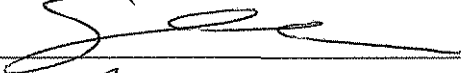
2. Regular part-time employees on staff at the time of ratification in the classifications listed below, shall be assigned a defined FTE of 0.5 or 0.3, averaged over a six (6) week period. Such employees shall indicate their preferred choice of defined FTE in writing within two (2) weeks of the Employer posting "Letters of Interest", and the Employer shall notify such employees on approved leaves of absence of the posting of such "Letters of Interest". Such employees shall be assigned their preferred choice of defined FTE in descending order of seniority, however, no greater than fifty percent (50%) of such employees within each department/section at each Blood Centre, Region, or permanent clinic shall be assigned a 0.5 defined FTE. Notwithstanding the foregoing, regular part-time employees at the Sarnia permanent clinic shall not be assigned a defined FTE.

Classification	Department	Locations(s)
Clinic Assistant	Clinic Services	All except Sarnia
Phlebotomist	Clinic Services	All except Sarnia
Donor Service Representative	Donor Services	All except Sarnia

- Following the implementation of this MOU, all regular part-time employees shall be covered by all provisions of Article 12.04
- This Memorandum of Understanding shall expire on March 30, 2013

Signed this 22nd day of October, 2015


ON BEHALF OF OPSEU

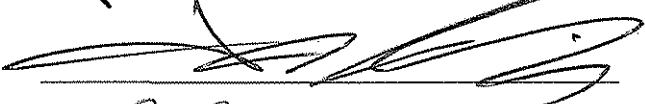


 Karen Page - Page 4160

 Lygh Anne Subit 4210

ON BEHALF OF CBS





 Bruce

