

Collective Agreement

between

Canadian Blood Services Manitoba

and

Manitoba Government and General Employees' Union

Local 200 & 400

April 1, 2017 to March 31, 2022

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*All Changes appear in **bold**.

Preamble

WITNESSETH THAT WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations, to promote cooperation and understanding between the Employer and its employees, to recognize the value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, to promote the well-being of all the employees of the Employer, and to promote the efficient operation of the Centre.

NOW, THEREFORE, the Employer and the Union mutually covenant and agree as follows:

Article 1 Scope of Recognition

1:01 The Employer recognizes the “Manitoba Government and General Employees Union” as the sole bargaining agent for all employees of the Employer as defined in the Manitoba Labour Board Certificate No.MLB-5819 issued on July 31, 2001.

For clarification, bargaining unit scope is limited to those employed in classifications outlined in Schedule “A” attached to and forming part of this Agreement.

1:02 Classifications may be added to or deleted from Article 1:01 above by written agreement between the Employer and the Union. In case of failure to reach agreement on wages and/or conditions of a new classification, the matter shall be decided by the grievance and arbitration provisions of this Agreement. In case of a dispute as to whether a classification should or should not come under the Collective Agreement, the matter shall be referred to the Manitoba Labour Board for a ruling.

1:03 (a) It is agreed that there shall be no discrimination against any employee by the Employer or the Union because of race, creed, colour, political beliefs, age, sex, nationality, ancestry, place of origin, physical or emotional handicap, sexual orientation, family status, conviction for an offense for which a pardon has been received or union activity. The Employer and the Union further agree that there shall be no

discrimination against any blood donor, recipient and/or other Canadian Blood Services volunteers.

- (b) In accordance with the Canadian Blood Services Harassment Policy as amended from time to time, the Employer shall:
- (i) Provide a work environment free of harassment; and
 - (ii) Inform all employees of this policy, including their rights and responsibilities; and
 - (iii) Establish a procedure for receiving and investigating complaints of harassment based on the principles of confidentiality and natural justice.

1:04 The Employer and the Union agree to reasonably accommodate the special needs of individuals where these needs stem from the group factors specified in the Manitoba Human Rights Code.

1:05 The Employer recognizes that every employee within the scope of this Agreement shall have the right to be admitted as a member of the Union and to participate in the lawful activities thereof.

Article 2 Management Rights

2:01 The parties hereto agree that the operations of the Employer entail working methods, hours and processes which are peculiar to it. The parties hereto further recognize that the function of the Employer is that of a **biologics manufacturer**.

2:02 The Union further acknowledges that it is the exclusive function of the Employer to manage and control the Canadian Blood Services operations, subject to the express provisions of this Agreement, and without limiting the generality of the foregoing to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, transfer, promote, classify, demote, discipline, suspend, layoff, transfer and assign work to employees, and introduce new

methods or facilities, provided that a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- (c) Manage, control, continue, discontinue in whole or in part the Employer's operations, and without restricting the generality of the foregoing, to determine the number of employees, schedules of production, kinds and locations of machines and processes to be used and the scheduling and conducting of clinics and deliveries and the determination of their locations, in accordance with the function of the Employer as a **biologics manufacturer**.

2:03 The Union further recognizes that all employees who form part of a clinic team must help each other.

2:04 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 3 Representation

3:01 The parties to this Agreement hereby agree to notify each other in writing of their respective representatives authorized to function on any committee or proceeding covered by the terms of this Agreement.

3:02 Union representatives shall be granted necessary time off with regular pay to meet with the Employer for the purpose of processing grievances, conducting negotiations, and while serving on any joint committee established by this Agreement, subject to a maximum cost to the Employer of maintaining regular salaries for up to four (4) employees so engaged. Operational requirements permitting one (1) additional employee may be granted necessary time off without pay, in accordance with Article 5:08, for the purpose of conducting negotiations only.

Union activities other than those provided for in this article shall not be conducted during the hours of duty of any employee without prior

authorization by the employee's supervisor, and such authorization shall not be unreasonably withheld.

- 3:03** The Employer agrees to provide space on the employees' notice board, for the Union to post thereon notices relating to Union affairs which bear the signature of an authorized Union representative. The Employer reserves the right to remove posted material if considered damaging to the Employer.
- 3:04** The Local President and the Union Representative shall be ex-officio members of any committee within the scope of this Agreement.
- 3:05** One copy of this Agreement shall be provided by the Union to each Union member. On request, the Union will provide free of charge to the Employer a copy of this Agreement for each supervisor and designate.

Article 4 Duration

- 4:01** This Agreement, shall take effect, except as otherwise specifically indicated hereunder, from April 1, **2017** and shall remain in full force until March 31, **2022**. All changes in the Collective Agreement as a result of negotiations are effective the date of signing of this renewal Agreement, unless otherwise stated herein.
- 4:02** Should either party to this Agreement desire to amend or terminate this Agreement, or to negotiate a new Agreement, such party shall notify the other party in writing of its intention, not less than ninety (90) days prior to the expiration date hereof.
- 4:03** If notice is given under Article 4:02, negotiations shall commence not earlier than thirty (30) calendar days prior to the expiration date hereof, unless otherwise mutually agreed upon by the parties to this Agreement.
- 4:04** If notice is not given under Article 4:02, this Agreement shall be renewed without change for a further period of one (1) year.

4:05 The provisions of this Agreement shall continue in effect following the expiry date until replaced by a new Agreement or until the declaration of a strike or lockout, whichever occurs first.

Article 5 Union Security and Dues Check-Off

5:01 The Employer shall deduct from each employee in the bargaining unit the current dues as directed in writing by the Union.

5:02 Dues shall be deducted from all employees in the bargaining unit who are receiving remuneration from the Employer. The Union shall save the Employer harmless from any claims or demands from employees covered by this Agreement as a result of dues having been collected under and by virtue of this Article.

5:03 The Employer will remit to the Manitoba Government Employees Union, 601-275 Broadway, on or before the fifteenth (15) day of the month following that in which deductions were made, the amount of dues deducted, accompanied by a list showing the name of each employee from whom deductions have been made.

5:04 The Union shall notify the **Business Partner, People, Culture and Performance**, in writing of any change in the amount of dues at least one (1) month prior to the effective date of such change.

5:05 The Employer agrees to advise the Union of all newly hired employees (showing employee name, date of hire, home address), terminated employees and employee status change.

5:06 Employees will be required to submit to the Employer written notification within three (3) days of any change of address and/or telephone number. The Employer will forward such changes in address to the Union.

5:07 All employees hired subsequent to January 1, 1978, shall, on the date of hire, apply for membership in the Union.

- 5:08** (a) Upon written request **to the Manager** at least fourteen (14) calendar days in advance where possible, employees appointed or elected to attend to Union affairs shall be granted leave of absence subject to the staffing requirements of the Employer. Such leave shall not be unreasonably withheld.

Such leave shall be without loss of salary provided that the Union will reimburse the Employer for the cost of salary and benefits.

- (b) Employees on extended leave of absence for Union business, of up to one (1) year will be retained on the Employer's payroll and the Union will reimburse the Employer on a cost-plus basis for the wages and benefits involved. This provision will not apply to employees who are employed by the Union on a permanent basis.
- 5:09** Every employee within the scope of this Agreement who is a voluntary member of the Union or who hereafter becomes a member of the Union shall maintain her membership in the Union as a condition of her employment.
- 5:10** The Employer agrees to a new employee having a fifteen (15) minute orientation to the Union and its officers during the first month of employment.

Article 6 Definitions

- 6:01** The word "employee" shall mean a person covered by this Agreement.
- 6:02** A "full-time employee" is one who regularly works the full prescribed biweekly hours as specified in Article 13.
- 6:03** A "regular part-time employee" shall mean a person who regularly works less than the full prescribed biweekly hours as specified in Article 13.
- 6:04** (a) A "casual employee" shall mean a person who is called on an occasional or intermittent basis. The terms of this Agreement shall not apply to a casual employee, unless otherwise specified. The Employer agrees to pay

a casual employee no less than the starting rate of the classification to which she is assigned.

- (b) (i) The Employer and the Union agree that a casual employee will have the right to appeal her status to the Manager, Human Resources, based on her number and schedule of hours.
- (ii) The Manager, Human Resources will have the right to change her status from casual to part-time and the Union agrees for those situations to waive the job posting provisions of the Agreement.
- (iii) It is understood that the Manager, Human Resources' decision is final.
- (iv) It is further agreed that casual employees are limited to two (2) appeals in any calendar year.

- 6:05** A “temporary/term employee” shall mean a person who is employed to fill a full-time or regular part-time position which is vacant due to the absence of an employee(s) through illness, accident, vacation, maternity leave or approved leave of absence.
- 6:06** The words “probationary employee” shall mean any person who has not completed the probationary period as defined by Article 12.
- 6:07** A “regular workday” shall mean a shift of seven and one-half (7½) or eight (8) hours as applicable, excluding meal periods, but including rest periods.
- 6:08** A “biweekly” period shall mean two (2) consecutive weeks constituting the regular pay period.
- 6:09** Where the context so requires, feminine and masculine genders and singular and plural numbers shall be interchangeable.
- 6:10** A “grievance” shall mean any dispute between an employee, group of employees, the Employer and the Union, regarding the interpretation, application or alleged violation of this Agreement.

6:11 Continuous Service

- (a) Continuous service for full-time employees shall be defined as the length of continuous uninterrupted service with the Employer.
- (b) Continuous service for part-time employees shall be defined as the total accumulated regular paid hours, exclusive of overtime, calculated from the last date of hire with the Employer.

When a part-time employee changes status to full-time, continuous service shall be calculated as the total accumulated paid regular hours of service, divided by 1,950 or 2,080 as applicable to the classification, to equate to years of service. The employee's employment shall be adjusted to reflect this calculation.

Article 7 Grievance Procedure

- 7:01** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood, however, that the interested parties will attempt to verbally resolve their differences before proceeding to the grievance procedure, as hereinafter outlined.
- 7:02** No grievance shall be considered where the circumstances giving rise to it occurred or originated more than seven (7) full working days before the filing of the grievance.
- 7:03** Subject to Article 7:02 above, where a difference arises between the parties relative to the interpretation, application or administration of this Agreement, or where an allegation is made that this Agreement has been violated, the following grievance procedure will be adhered to.

Step 1

The aggrieved employee or her union representative shall present her grievance in writing to her Supervisor or, in the latter's absence, to the duly authorized designate. The aggrieved employee shall have the assistance of her union representative if she so desires. If a settlement satisfactory to the

employee concerned is not reached within five (5) working days (or any longer period which may mutually be agreed upon), the grievance may be presented as follows at any time within five (5) working days thereafter.

Step 2

The aggrieved employee may, with or without her representative, present her written grievance to the Manager, or in the absence of said Manager, to his designated representative, who shall consider the grievance and render his decision in writing within five (5) working days. If a final settlement of the grievance is not reached within the said five (5) working days (or any longer period which may be mutually agreed upon), the grievance may be referred in writing by either party to a Board of Arbitration as provided in Article 8 below, at any time within ten (10) working days thereafter, but not later.

7:04 Policy grievances and grievances filed as a result of suspension or dismissal shall be submitted at Step 2 of the grievance procedure.

Article 8 Arbitration Procedure

- 8:01** (a) Within five (5) working days after receipt of written notice of intention to refer a matter to arbitration, each party shall notify the other of its nominee to an Arbitration Board (herein called the Board).
- (b) By mutual agreement between the Union and the Employer, the parties may proceed with a single arbitrator rather than an Arbitration Board as described above. If there is failure to agree on a sole arbitrator within ten (10) working days after the decision to proceed to arbitration, the Minister of Labour for the Province of Manitoba shall appoint an arbitrator.
- 8:02** Within ten (10) working days following their nomination, the nominees to the Board shall select a mutually acceptable appointee as chairperson.
- 8:03** If either party fails to name its nominee to the Board, or if the nominees cannot agree on a chairperson, the Minister of Labour for the Province of Manitoba shall be requested to make the necessary appointment(s).

- 8:04** It is mutually agreed by both parties to this Agreement that the majority decision of the Board shall be final and binding upon the Employer, the Union and the grievor.
- 8:05** The Board shall not be empowered to modify this Agreement, or to impose any settlement which is inconsistent with the provisions hereof.
- 8:06** Any costs incurred by either party relative to an arbitration procedure shall be borne by that party, except that the costs of the Chairperson of the Board shall be shared equally by the Employer and the Union.
- 8:07** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement between the Employer and the Union, in any manner whatsoever, or voluntary written extension of stipulated time limits.

Article 9 Continuance of Operations

- 9:01** It is agreed that while this Agreement is in force, there shall be no strikes, stoppages of work, slowdowns or lockouts and that all disputes and grievances shall be settled in accordance with the procedures set forth in Articles 7 and 8 hereof.

Article 10 Seniority

- 10:01** Seniority shall be defined as the total accumulated regular hours of service (paid time) calculated from the last date of hire.
- 10:02** Seniority shall continue to accrue while an employee is on short term paid union leave, paid vacation, on paid leave due to personal illness or injury, on maternity leave, on paternity leave, on adoption leave, **while receiving Long Term Disability benefits up to a maximum of two (2) calendar years from date of the first absence from work related to the injury or illness,** while receiving Workers Compensation to a maximum of two (2) calendar years, while receiving Manitoba Public Insurance replacement income benefits to a maximum of two (2) calendar years or while on unpaid leave of absence of less than thirty (30) days.

- 10:03** Seniority will govern the order of layoffs and recalls provided those who remain at work possess the required qualifications.
- 10:04** Seniority and employment will terminate if an employee:
- (a) Resigns;
 - (b) Is discharged and not reinstated under the grievance or arbitration procedure;
 - (c) Is laid off for more than twelve (12) consecutive months;
 - (d) Is laid off and within twelve (12) consecutive months' period after layoff fails to report for duty within fourteen (14) calendar days after notification to do so, where the fourteen (14) days are necessary as notice to terminate the alternate employment that the employee has engaged in during the period of layoff;
 - (e) Fails to report for work as scheduled at the end of a leave of absence, vacation or suspension, without a reasonable explanation to the Employer;
 - (f) Retires.
- 10:05** Should an employee be temporarily promoted or transferred to a position outside of the bargaining unit and she is returned to the bargaining unit within six (6) months from the date of promotion or transfer, she will be credited with the seniority she would have earned upon re-entry to the bargaining unit.
- 10:06** Seniority will be retained but will not accrue if an employee is laid off for less than twelve (12) consecutive months.
- 10:07** The Employer shall furnish to the Union in January and July, a seniority list showing in each classification and pay grade, the name, seniority, date of current employment and adjusted date of current employment (if any) of each employee.

Article 11 Job Posting

- 11:01** Should a vacancy occur or a new position be created within the scope of the bargaining unit, the vacancy and/or new position shall be posted on the Canadian Blood Service intranet for a minimum of seven (7) working days. The job posting shall state the date of posting, job description of the classification, qualifications, rate of pay, and the pattern of the hours of work. All applications for posted positions shall be made electronically as determined by the Employer, and shall be kept on file for not less than six (6) calendar months. A copy of each job posting shall be furnished to the Local President if she so requests. The Union shall, on request, be informed in writing of the names and seniority of all bargaining unit applicants as well as the total number of non-bargaining unit applicants.
- 11:02** (a) An employee who is away from work (on official business for the Employer or on authorized leave) when a vacancy is posted within the bargaining unit shall be considered an applicant for such vacancy, provided;
- (i) Prior to her departure, she has submitted an application for such vacancy; or
 - (ii) During her absence, the employee notifies the Human Resources Department of her application for the vacancy, by telephone during normal business hours, and the employee provides an application within twenty-four (24) hours; or
 - (iii) On the first day of her return to work, she submits an application for such vacancy. Applications shall be considered at the discretion of the Employer if submitted later than ninety-six (96) hours following the cessation of posting period for such vacancy.
- (b) It is understood that applications occurring pursuant to 11:02(a)(i) and (ii) above must occur prior to the cessation of the posting period for such vacancy.
- 11:03** Article 11:01 shall not preclude the Employer from simultaneously advertising the job vacancy outside the Employer's premises.

11:04 Senior employees shall be given preference over junior employees in connection with promotions and transfers to positions within the bargaining unit (to either newly established or already existing positions), if it is determined that applicants possess relatively equal experience, skill, qualifications and possess satisfactory records of employment with Canadian Blood Services. In the case of part-time employees applying for a full-time position, in the same classification - and they meet the qualifications - seniority shall be the deciding factor.

Article 12 Probation and Trial Periods

12:01 Probation Period

- (a) The probation period shall be the first nine hundred and seventy-five (975) hours worked following either an employee's initial employment, or employment following a break in service, with Canadian Blood Services.
- (b) Any approved absence from scheduled hours of work will extend the probation period by the amount of those same scheduled hours.
- (c) In the case of any other extension, the Employer shall notify the employee in writing of the reasons for the extension and a copy of the same shall be sent to the Union. In any event, the probationary period shall not exceed twelve (12) months.
- (d) During the probationary period, the Employer may dismiss, suspend, discipline or demote any probationary employee provided such action is not for reasons which are discriminatory, arbitrary or in bad faith.
- (e) A probationary employee shall not be required to receive or give notice of termination.

12:02 Trial Period

An employee who is selected to fill a posted position will be on a trial period of three (3) months in which to demonstrate her ability to perform the new tasks to the satisfaction of the Employer. If the employee is found to be unable to perform the duties of the position or if she wishes to revert

voluntarily to her former position during the trial period, the employee shall be returned to her former position, at the current rate of pay for that former position, and with no loss of seniority.

Article 13 Hours of Work

- 13:01** Regular hours of work for all full-time employees will be:
- (a) Seven and one-half (7½) hours per day, excluding any meal period; or
 - (b) A total of seventy-five (75) hours averaged over a two (2) week period.
 - (c) In the case of Facilities Assistants, regular hours will be no more than eight (8) consecutive hours in a day or a total of eighty (80) hours averaged over a two (2) week period.
- 13:02** Regular hours of work shall be deemed to:
- (a) Include a rest period of fifteen (15) minutes away from the immediate work area to be scheduled by the Employer during each half of a regular workday; and
 - (b) Exclude an uninterrupted meal period of at least thirty (30) minutes and not more than ninety (90) minutes in duration to be scheduled by the Employer during each regular workday; and
 - (c) In the case of Facilities Assistants, where their presence at work is required over the meal and rest periods, they will get straight time for such periods, provided the resulting total hours is not in excess as those outlined in Article 14:01(b)(ii).
- 13:03** Should an employee work in excess of ten (10) consecutive hours (exclusive of unpaid meal breaks), such employee shall be entitled to an additional unpaid meal break of thirty (30) minutes to be scheduled by the Employer.
- 13:04** It is understood that if due to unavailability of work, any full-time employees should work less than seventy-five (75) scheduled hours during each two (2) week averaging period, said full-time employee shall be paid her full biweekly salary for the two (2) week averaging period. This guarantee should be

reduced by the hour(s) of any paid holiday(s) that occur during the seventy-five (75) hour two (2) week averaging period.

- 13:05** (a) Employees shall receive a scheduled rest period of at least ten (10) hours between the cessation of work on one workday and the commencement of work in the next workday.

In the case of Drivers, upon return from an overnight mobile every effort will be exercised to schedule a rest period of at least twelve (12) hours before commencement of work on the next workday.

- (b) Facilities Assistants shall receive a scheduled rest period of at least eight (8) hours between the cessation of work on one workday and the commencement of work on the next scheduled workday.

Failure to allow the required rest time, as noted above in Article 13:05(a) and (b) above, shall result in the payment of one and one half times (1½ x) the employee's regular hourly rate for all hours worked during the rest period.

- (c) There shall be no split shifts.

- 13:06** (a) (i) Workday schedules for a period of not less than six (6) weeks, first four (4) weeks confirmed, and the last two (2) weeks tentative, shall be posted. **It is understood that there shall be four (4) weeks of confirmed schedules posted at all times.** Except in cases of emergency where the operation would be jeopardized, the schedules shall not be changed without the consent of the employee concerned.
- (ii) Scheduling will include a minimum of four (4) days off every fourteen (14) days, two (2) of which shall be consecutive.
- (b) (i) Clerical employees will not be scheduled in excess of five (5) consecutive days, unless by mutual agreement between the Union and the Employer.

- (ii) All other employees will not be scheduled in excess of six (6) consecutive days, unless by mutual agreement between Union and the Employer.

13:07 The Employer shall not implement regularly scheduled shifts of less than four (4) hours.

Article 14 Overtime

14:01 An overtime premium of one and one-half times ($1\frac{1}{2}x$) her basic hourly rate will be paid when an employee, who is so authorized,

- (a) (i) Is an employee (excluding a Facilities Assistant) and works in excess of seventy-five (75) hours in a two (2) week pay period; or
- (ii) Is a Facilities Assistant and works in excess of eighty (80) hours in a two (2) week pay period; or
- (b) (i) Is an employee working a set shift (excluding a Facilities Assistant) and works in excess of seven and one-half ($7\frac{1}{2}$) hours in a day, whichever is greater; or
- (ii) Is a Facilities Assistant working a set shift and works in excess of eight (8) hours in a day, whichever is greater.
- (c) An overtime premium of double time ($2x$) her basic hourly rate will be paid when an employee, who is so authorized,
 - (i) Is full-time and works on any day of rest; or
 - (ii) Works in excess of three (3) hours beyond her posted and confirmed biweekly schedule.

14:02 (a) By mutual agreement between the Employer and the employee overtime may be compensated by time off calculated at overtime rates.

- (b) When overtime is worked, the employee shall have the option of banking up to a maximum of thirty-seven and one-half hours ($37\frac{1}{2}$) (calculated at the applicable overtime rates) or receiving pay. Any overtime work that would exceed this maximum accumulation shall be

paid out at the applicable overtime rate. Note: Facilities Assistants may bank up to a maximum of forty (40) hours.

- 14:03** Operational requirements permitting an employee may be permitted to add compensating time off to her annual vacation.
- 14:04** Notwithstanding the above, compensating time off not approved/assigned by February 28 each year shall be paid to the employee.
- 14:05** There shall be no pyramiding of overtime or premiums for the same hours worked. Overtime or premium payments shall be calculated under one provision of this Agreement only, unless specifically provided otherwise. In the case of conflict, the highest overtime or premium shall apply.
- 14:06** Overtime is not payable where two (2) or more employees among them have agreed to exchange shifts for their convenience. Such exchanges must be approved by the employees' supervisor.

Article 15 Standby and Call-Back

15:01 **Standby**

- (a) Standby shall refer to any period of time duly authorized by the Employer during which an employee is required to be available to return to work without undue delay.
- (b) An employee may be required by the Employer to be available for duty for a period of not more than twelve (12) hours consecutively unless otherwise agreed to between the employee and the Employer. In the case of Facilities Assistants however, they will not be required to remain available for a period of time in excess of sixteen (16) hours.
- (c) Assignment of standby shall be distributed as equitably as possible amongst those qualified and available for the assignment.
- 15:02** (a) Employees designated by the Employer to be on standby shall be paid twelve and one-half percent (12½%), of the employees regular hourly rate, for each hour assigned as standby duty. The Employer shall

continue with the present practice of providing a pager to any employee assigned to standby duty.

- (b) Employees designated for standby duty, who are unable to perform such duties because of illness, etc. shall immediately notify the Employer. Failure to immediately notify the Employer may disqualify the employee from receiving a standby allowance for the entire assignment.
- (c) Standby allowance shall not be paid for time in which an employee is actually called back to work or minimum three (3) hours whichever is greater.

15:03 Call Back

- (a) A full-time employee called back to work after leaving the premises of the Employer and prior to the commencement of her next regularly scheduled workday shall be paid overtime rates for all hours worked with a minimum of three (3) hours at one and one-half times ($1\frac{1}{2}x$) her basic hourly rate for each call back. Should an employee be called back within three (3) hours prior to the commencement of her next regularly scheduled workday the minimum three (3) hours will not apply and the employee shall be paid overtime rates of one and one-half times ($1\frac{1}{2}x$) for hours actually worked. It is not the intent of this article that the starting time of a workday can be advanced by three (3) hours. This premium shall be paid over and above the employee's averaging period.
- (b) A part-time employee called back to work within eight (8) hours after leaving the premises of the Employer shall be paid at the rate of one and one-half times ($1\frac{1}{2}x$) her basic hourly rate for all hours worked which infringe on this eight (8) hour period and at straight time ($1x$) thereafter.
- (c) By mutual agreement between the Employer and the employee, call back worked may be compensated by time off.

Article 16 Transportation and Meal Allowance

- 16:01** An employee directed to report to duty on call-back shall be reimbursed return taxi fare to her residence within the city limits of Winnipeg or shall

receive a mileage allowance at the prevailing Corporate rate per kilometre subject to a minimum of five dollars and twenty cents (\$5.20) and a maximum of ten dollars and eighty cents (\$10.80), for the use of her personal motor vehicle.

16:02 The Employer shall provide taxi fare from the Centre to the residence of any employee, within the city limits of Winnipeg, who does not have private transportation, under the following conditions:

- (a) An employee has worked any overnight mobile, or
- (b) An employee's assigned workday is extended past 21:30 hours **between April 1 and October 31.**
- (c) **An employee's assigned workday is extended past 21:00 hours between November 1 and March 31..**

16:03 Effective on the date of this Agreement, an employee shall be provided with a meal allowance at the following rates:

<u>Breakfast</u>	<u>Snack</u>	<u>Lunch</u>	<u>Dinner</u>
\$8.00	\$9.00	\$11.50	\$17.50

If an employee works five (5) hours beyond his/her meal break, while on extended mobile, the Employer agrees to pay the employee for a fourth meal allowance at the snack rate of **nine dollars(\$9.00)** and provide a fifteen (15) minutes paid break or pay in lieu of the break.

The breakfast allowance shall be paid to an employee who is traveling outside the city limits for a mobile clinic or a shuttle run and departs at or before 6:30 a.m.

16:04 The Employer agrees to continue the practice of providing shared accommodation with employees, of the same sex only, for the duration of a clinic involving overnight accommodation.

Single accommodation will be provided, where available, to those employees who request it at a shared cost fifty-fifty (50/50) between the Employer and

the Employee. The Employer reserves the right to recover the amount associated with this article through payroll deduction.

16:05 In the event staff are required to remain on an out-of-town mobile due to weather conditions, the Employer agrees to pay a minimum of four (4) hours up to a maximum of seven and one-half (7½) hours waiting time. This payment will be based on a start time of 09:00, or earlier as designated.

It is agreed that this time will not be considered work time, and will, therefore, be paid at straight time and not be included in the biweekly averaging of hours, unless such waiting time is part of an employee's regularly scheduled hours and/or range of hours.

Employees shall not suffer any loss of pay and/or benefits as a result of missing any portion of scheduled shift(s) resulting from storm stay or vehicle breakdown. This provision shall be applicable except in the case where the employee derives a greater benefit pursuant to the above.

Article 17 Annual Vacation

17:01 Every employee who has completed less than one (1) year's continuous employment as of March 31 will be granted paid vacation calculated at one and one-quarter (1¼) days for each completed calendar month worked.

17:02 An employee who has completed one (1) year of continuous service will be granted paid vacation calculated at one and one-quarter (1¼) days for each completed calendar month worked.

17:03 An employee who has completed three (3) years of continuous service will be granted paid vacation calculated at one and two-thirds (1⅔) days for each completed calendar month worked.

17:04 (a) An employee who has completed ten (10) years of continuous service shall qualify for annual vacation of five (5) weeks.

(b) An employee who has completed twenty (20) years of continuous service shall qualify for annual vacation of six (6) weeks.

N.B. Vacation entitlement will be established on a pro-rata basis for those employees whose anniversary occurs during the vacation year.

- (c) In recognition of length of service, each employee shall receive an additional five (5) days of vacation on completion of twenty (20) years of continuous service, and on each subsequent fifth anniversary of employment (i.e. 25, 30, 35, 40, etc.). Such days shall be provided and taken during the vacation year in which the twentieth or subsequent fifth anniversary occurs.
- 17:05**
- (a) Eligible employees may take vacation any time during the vacation year (April 1 to March 31).
 - (b) Any employee desiring to take annual vacation after May 31 of the vacation year (April 1 to March 31) shall submit her vacation application no later than April 1 of that year. The vacation schedule shall be posted by May 15. The allocation of vacation dates shall be decided by seniority within each classification. Any changes in the vacation scheduled after posting shall require written consent of the Employer and all employees affected. Employees requesting to take vacation between April 1 and May **31** will submit such requests by February 1. Approval of such vacation will be given by February 15.
 - (c) Employees who have not requested vacation by October 1 of the current vacation year may have unused vacation scheduled or assigned within the current vacation year.
 - (d) Notwithstanding the April 1 submission date in Article 17:05(b) above, starting February 1 of each vacation year, the Employer may approach the most senior person in each classification and request that they submit their vacation request within **forty-eight (48)** hours. Once the vacation is submitted or the **forty-eight (48)** hours has elapsed, whichever occurs first, the Employer may approach the next senior person. An employee may submit her vacation preferences in writing in advance of her selection window if she may not be available during such window.

- 17:06** No employee shall be required to take a split vacation.
- 17:07** It is understood that the Employer may defer vacation in situations where an employee is still on probation as of February 1 of the vacation year in which the employee was initially employed. Such deferred vacation must be used prior to June 30 of the following vacation year.
- 17:08** Upon request, an employee shall be permitted to retain up to three (3) days of her regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion, as long as adequate notice is given in order to accommodate scheduling and such time is taken in the year earned.
- 17:09** Upon submission of a medical certificate, an employee may be granted sick leave where the employee was confined for a duration of more than three (3) days, while on vacation, due to accident or illness. If sick leave is granted, the displaced vacation may be re-credited to the employee.
- 17:10** An employee who is authorized by the Employer to work during her scheduled vacation shall have those scheduled vacation days worked reinstated.

Article 18 Recognized Holidays

- 18:01** The following shall be paid as recognized holidays for the purpose of this Agreement:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	½ Day for Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Terry Fox Day	½ Day for New Year's Eve

and any other day or days proclaimed as a general holiday by the Federal or Provincial authorities.

The one-half ($\frac{1}{2}$) days of Christmas Eve and New Year's Eve may be combined by mutual agreement between the Employer and an employee.

- 18:02** (a) When an employee works on any of the holidays as defined in Article 18:01 above, she shall be paid in addition to the day (seven and one-half [$7\frac{1}{2}$] hours) or one-half ($\frac{1}{2}$) day (three and three quarter [$3\frac{3}{4}$] hours) he/she receives for such holiday a premium consisting of one and one-half ($1\frac{1}{2}$) times of her basic hourly rate multiplied by each hour worked, with a minimum guarantee of three (3) hours multiplied by one and one-half ($1\frac{1}{2}$) times of her basic hourly rate. On Good Friday, Christmas and New Year's Day, however, such premium will be two times (2x) her basic hourly rate.
- (b) The employee who works on any of the above-mentioned holidays may elect to receive compensatory time off with pay (at straight time [1x] rate) instead of the premium pay she is entitled to under the preceding paragraphs. Conversion to compensatory time off with pay (at straight time rate) shall be computed at time and one-half the number of hours worked during the holiday, unless the holiday worked is either Good Friday, Christmas Day, or New Year's Day, in which case the compensatory time off with pay shall be computed at two times (2x) the number of hours worked during any of such three (3) holidays. The minimum guaranteed three (3) hours of work shall apply in both cases, such that the compensatory time off with pay shall in no case be less than four and one-half ($4\frac{1}{2}$) hours (or six [6] hours in case the holiday worked is either Good Friday, Christmas Day, or New Year's Day).
- 18:03** When a recognized holiday falls on an employee's day off or during an employee's vacation, she shall be granted the substitute day off in lieu of the holiday consecutively. By mutual agreement between the Employer and the employee, such a holiday falling on an employee's day off or during her vacation may be utilized as provided in Article 18:06.

- 18:04** If a recognized holiday falls on a day on which an employee is receiving sick leave benefits, she shall be paid for the holiday and such pay shall not be deducted from her sick leave credits.
- 18:05** In order to qualify for any of the above recognized holidays not worked, an employee must have been on a paid status the scheduled workday immediately preceding and the scheduled workday immediately following such holiday.
- 18:06** By mutual agreement between the Employer and the employee, up to five (5) days may be saved from recognized holidays worked (i.e. day off in lieu of recognized holiday worked) and, with the agreement of the Employer, be taken in conjunction with either regularly scheduled days off or vacations during the same year. The employee must indicate to the Employer prior to the working on a recognized holiday her intention to utilize the days as described above.
- 18:07** Notwithstanding the above, compensating time off not approved/assigned by February 28 of each year shall be paid to the employee.
- 18:08** Effective April 1, 2007 full-time employees shall also receive one (1) float holiday with pay per year which shall be taken, at the employee's written request, between April 1 and March 31 of the following year, subject to operational requirements and the following:
- (a) The float holiday can be attached to any other paid holiday noted above or their scheduled vacation;
 - (b) Employees hired or transferred into a full-time position after September 30 shall not receive the float holiday until the next fiscal year;
 - (c) Employees whose employment terminates and who have not taken the float holiday are not entitled to payment in lieu of this float holiday.

Article 19 Sick Leave

- 19:01** An employee having accumulated an entitlement to sick leave credits may claim basic pay or such income protection against such accumulation with respect to periods during which:
- (a) He/she was unable to work because of an incapacitation due to bona fide illness or accident; or
 - (b) In the opinion of the Employer, his/her presence constituted a health hazard for donors, recipients and/or other employees and he/she was instructed by the Employer to leave his/her place of duty; or
 - (c) He/she attends an appointment related to a medical/dental examination and/or treatment subject to Article 19:09.

- 19:02** Employees on staff as of February 1, 2004 will retain their accumulated sick leave for their future use and commence to accrue sick leave in accordance with the provisions listed below.

An employee hired on or after February 2, 2004 will be covered under the following Sick Leave Program:

- (a) Eligibility
All employees shall be entitled to sick leave benefits based on their regular hourly rate of pay due to illness or accident in accordance with the plan as set forth herein. Benefits are paid based on the employee's regular scheduled hours of work excluding overtime.
- (b) Sick Leave Accumulation
The amount of credit an employee has at a particular date is based on the employee's length of continuous service in completed years to date, less any benefits that the employee has received in the previous five (5) year period.
- (c) Sick Leave Accumulation Table
Based on continuous service, sick leave credits will accrue to each employee as listed below:

<u>Length of Service</u>	<u>100% Salary</u>	<u>75% Salary</u>	<u>66$\frac{2}{3}$% Salary</u>
On the first calendar day after three (3) months continuous service has been completed	5 days	5 days	65days
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	

(d) Less than Seventy-five (75) Working Days

Where an employee, who through earlier use of sick leave, has less than seventy-five (75) days of credits available, additional sick leave will be made available if required due to illness in order to bring the total period of sick leave to seventy-five (75) days of sick leave at sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) pay.

- (e) When an employee returns to active employment (i.e. the employee assumes the full responsibilities of their regular position at their regular

hours of work) following a period of sick leave, credit to a maximum of seventy-five (75) days at sixty-six and two-thirds percent ($66\frac{2}{3}\%$) pay will be reinstated after the following intervals:

- (i) One (1) month after return to full employment in the case of a new disability, and
- (ii) Three (3) months after return to full employment in the case of a recurrence of the same disability.

19:03 Nothing in this Article shall be construed as providing in any instance anything less than the minimum benefit necessary to meet EI requirements, nor shall it be construed other than as outlined above as providing benefits in excess of EI basic requirements of a sick leave plan.

19:04 Upon termination of employment all sick leave shall be cancelled and no payment shall be due therefore.

19:05 An employee who will be absent from work shall inform her immediate Supervisor or in accordance with operational protocol, by telephone on the first day of absence as follows:

- | <u>Workday to Commence</u> | <u>Notice to be received as soon as possible but</u> |
|--|--|
| (a) 00:30 – 10:29 hours | No later than one and one-half ($1\frac{1}{2}$) hours prior to commencement of the workday |
| (b) 10:30 – 00:29 hours | No later than four (4) hours prior to commencement of the workday |
| (c) Failure to give notice as specified in Article 19:05(a) or (b) without a reason satisfactory to the supervisor may result in the non-payment of wages for the entire workday, and/or all other workdays until adequate notice is received. | |

19:06 An employee returning to work following one or more days of absence shall inform her immediate supervisor by telephone of her intent to return to work, or in accordance with operational protocol, as follows:

	<u>Workday to Commence</u>	<u>Notice to be received as soon as possible but</u>
(a)	00:35 – 11:34 hours	No later than 16:00 hours the day prior return to work.
(b)	11:35 – 18:04 hours	No later than 09:00 hours the day returning to work.
(c)	18:05 – 00:34 hours	No later than 14:00 hours the day returning to work.

If no call has been received by the above specified times, and the employee shows for work, she may be sent home without pay and a replacement will remain at work.

- 19:07** (a) The Employer reserves the right to require a medical examination and/or medical certificate or report to determine an employee's eligibility for sick leave benefits and fitness to resume her normal duties. Failure to comply with such request may result in non-payment of sick leave benefits, and/or refusal to allow the employee to continue or resume her duties. Such request shall not be unreasonably made.
- (b) The Employer agrees to pay for the cost of any medical forms as provided by the Employer specific to return to work situations requiring modified work/work restrictions or medical certifications as required before a return to work.
- (i) For clarity, this does not cover short-term sick certificates.
- (ii) Up to one hundred dollars (\$100) will be reimbursed to Drivers for the purpose of obtaining a medical certificate for the renewal of a required class two (2) driver's license. This reimbursement will be provided upon submission of a receipt.
- 19:08** Any employee who has given notice of termination of employment as specified in Article 22:02 shall not receive sick leave benefits during the period of notice, unless illness is the cause of such termination.
- 19:09** An employee who is unable to make the necessary arrangements for medical and dental examinations outside of scheduled work time shall be granted time

off with pay. Such time will be deducted from the employee's sick leave accumulation and shall not exceed fifteen (15) working hours per **fiscal year (April 1 to March 31)** except in extenuating circumstances. Requests in writing for such time off shall be made at least two (2) weeks in advance, where possible. On request, employees will be required to show proof of such care.

19:10 Occupational Accident

If a full-time or regular part-time employee is prevented by injury or illness from performing his/her regular work with the Employer due to an occupational accident associated with his/her employment and such absence is recognized as compensable, under the Workers Compensation Act, the Employer shall supplement the award given the employee by the Workers Compensation Board as follows:

An employee who has accumulated sufficient sick leave credits may elect to submit an application to the Employer requesting that the Employer supplement the WCB payments. The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary is defined as basic salary less the employee's usual income tax deductions, Canada Pension Plan contributions and Employment Insurance contributions. The Employer's supplement shall be charged to the employee's sick leave credits and shall be paid until such credits are exhausted.

An employee who has been on workers compensation and who is fit to return to work and who is capable of performing the duties of her/his former position, shall provide the Employer with twenty-four (24) hours written notice of readiness to return to work. The Employer shall return the employee to her/his former position.

An employee who is incapable of performing the duties of her/his former position but who, nonetheless, is deemed ready for work with medical restrictions, will provide the Employer with as much notice as possible and full particulars. The parties will then endeavour to make every reasonable

accommodation to provide modified/alternative work within such medical restrictions.

Pending a settlement of the compensable claim, the employee shall continue to receive the full basic pay subject to available sick leave credits. The employee shall reimburse the Employer by assigning sufficient Workers Compensation Board payments to be paid directly to the Employer to offset the appropriate amount of sick leave credits.

Where the Workers Compensation Board recommends a work assessment or a modified return to work period, the Employer shall make every reasonable effort to arrange for such assessment/return subject to the Workers Compensation Board covering all related costs.

Article 20 Health and Welfare Benefits

20:01 Dental Plan

- (a) Full-time employees must join the Dental Plan on the first of the month following three (3) months of employment. Employees may opt out of this plan only if his/her spouse has equal or better coverage through his/her Employer.
- (b) The Employer shall pay sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the premium cost for each participating employee with the employee paying the remaining thirty-three and one-third percent ($33\frac{1}{3}\%$).

20:02 Extended Health Care Plan

- (a) Full-time employees must join the Extended Health Care Plan, including vision care (\$200/twenty-four [24] months), on the first of the month following three (3) months of employment. Employees may opt out of this plan only if his/her spouse has equal or better coverage through his/her Employer.
- (b) The Employer shall pay one hundred percent (100%) of the premium cost for each participating employee.

20:03 Plan Coverage and Substitution of Carrier

- (a) Details of the Extended Health Care Plan and the Dental Plan are as outlined in the Employee Benefits Handbook as distributed by the Employer from time to time.
- (b) Provided that the benefits of either the Extended Health Care Plan or the Dental Plan are not reduced, the Employer may at any time substitute another carrier or other carriers to underwrite such plan(s).

20:04 Other Insured Benefits

Canadian Blood Services shall continue to sponsor Life Insurance, Accidental Death and Dismemberment and Long term disability coverage. Employee participation shall be subject to the rules and regulations of the plans.

20:05 Canadian Blood Services employees represented by MGEU, who become eligible for pension plan participation and who are required or elect to participate in a pension plan, may participate in either the Canadian Blood Services Defined Benefit Pension Plan or the Canadian Blood Services Defined Contribution Pension Plan, in accordance with the provisions of the plan selected by the employee.

Article 21 Leaves of Absence

21:01 Except as otherwise expressly provided herein, a leave of absence with or without pay will be granted at the discretion of the Employer.

21:02 Bereavement Leave

- (a) In the event of death of a spouse (common-law, same gender partnerships included), child, stepchild, parent, step-parent, grandparent, great grandparent, grandparent-in-law, brother, sister, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, former legal guardian, fiancé or one who is known to have a similar relationship, grandchild, uncle, aunt, nephew, niece or any other relative who has been residing in the same household, an employee shall be granted, where necessary up to four (4) consecutive working days bereavement leave without loss of pay. An additional two (2) days bereavement leave

with pay may be added if travel is required (outside the Province of Manitoba or north of the 53rd parallel if within Manitoba) to attend the funeral.

- (b) Necessary time off of up to one (1) day, with pay, shall be granted to an employee to attend a funeral as a pallbearer or mourner.
- (c) If bereaved while on scheduled vacation, an employee may utilize his/her bereavement entitlement. The displaced vacation shall be rescheduled.

21:03 Court Leave

Any employee subpoenaed to attend any court of law shall receive leave of absence without loss of pay and remit to the Employer any payment received except reimbursement of expenses.

21:04 Pregnancy Leave

A pregnant employee:

- (a) Who has completed seven (7) consecutive months of employment for the Employer; and
- (b) Who submits to the Employer an application in writing for maternity leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) Who provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery; shall be granted maternity leave consisting of:
 - (i) A period of at least seventeen (17) weeks; and
 - (ii) If requested by the employee, unpaid maternity leave of longer duration may be granted at the discretion of the Employer.

21:05 Paternity Leave

Paternity leave of absence with pay of up to three (3) days shall be granted, if requested, to a male employee at the time of adoption or during the childbirth

and postpartum period of his spouse. Such leave with pay will be deducted from the employees accumulated sick leave credits.

21:06 Parental Leave

- (a) Every employee who has completed seven (7) consecutive months of employment for the Employer who:
 - (i) In the case of female employee, becomes the natural mother of a child,
 - (ii) In the case of a male employee, becomes the natural father of a child or assumes care and custody of his new-born child, or
 - (iii) Adopts a child under the law of a province; and
- (b) Who submits to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave; is entitled to, and shall be granted parental leave consisting of a continuous period of up to thirty seven (37) weeks.
- (c) Subject to Article 21:06(b), parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee.
- (d) Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave.

21:07 Maternity/Parental/Adoption Supplemental Employment Benefit (SEB)

The Employer will implement a Supplemental Employment Benefit Plan (SEB) effective date of ratification. Employees commencing maternity or parental/adoption leave on or after date of ratification will receive the SEB if they meet eligibility requirements.

Maternity/Parental/Adoption SEB shall only apply to regular full-time and regular part-time/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 benefits the employee is eligible to receive and seventy-five percent (75%) of the employee's regular weekly rate of pay. This SEB payment shall commence following completion of the **one (1)** week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the employee is in receipt of EI maternity benefits for a maximum of **sixteen (16)** weeks.

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

Parental/Adoption Supplemental Employment Benefit

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 regular weekly rate of pay. This SEB payment shall commence following completion of any required **one (1)** 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 **one (1)** week waiting period is required for parental benefits under the Employment Insurance Act, CBS will pay seventy-five percent (75%) of the employee's regular weekly rate of pay for this waiting period.

In instances where two (2) employees share the parental/adoption leave and both are in receipt of EI parental benefits, both employees shall be eligible for the SEB to a maximum of ten (10) weeks each.

SEB Payment Calculation

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

The regular weekly rate of pay shall be determined by multiplying the employee's regular weekly work hours by the regular hourly rate on the last day worked prior to the commencement of the leave and excludes overtime, premiums and allowances.

Regular weekly work hours for regular part-time/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.

21:08 An employee shall, on the last pay cheque issued prior to the commencement of a leave of absence under Articles 21:04, and 21:06, receive an amount equal to twenty-two and one-half (22½) hour's basic salary. Such amount is to be prorated for part-time employees. Such basic pay shall be deducted from the employees accumulated sick leave credits.

21:09 Education Leave

An employee may be granted education leave without pay to attend a recognized institution for studies provided that such a leave of absence without pay may only be granted subject to the availability of relief staff and three (3) months advance application in writing.

21:10 Wedding Leave

Up to three (3) consecutive days of leave with pay shall be granted to an employee at the time of her wedding. **The leave may be taken immediately prior to, immediately after or so as to include the wedding day.**

21:11 Failure to return to duty as scheduled following a leave of absence without an explanation being submitted to the Employer within five (5) working days of the date that she was scheduled to return to duty, which explanation is satisfactory to the Employer, may be deemed to constitute a voluntary resignation.

21:12 Except in emergency circumstances, all requests for leave of absence must be made in writing four (4) weeks in advance, unless otherwise specified, specifying the reason for the requested leave and the proposed dates of departure and return.

21:13 Contributions of the Employer and the Employee to the Canadian Blood Services Pension Plan will cease during any period of leave of absence without pay.

21:14 During any period of leave of absence without pay of more than one (1) month's duration, all benefit plans will be cancelled unless the employee makes prior arrangements with the Employer for the payment of the employee's and the Employer's share of premiums. During the first thirty (30) days of any leave of absence, the normal cost sharing of premiums will continue.

The employee's anniversary date shall be adjusted by any leave of absence of more than one (1) month's duration.

21:15 Employees will not be entitled to Recognized Holidays with pay which may fall during any period of leave of absence without pay.

21:16 Citizenship Leave

Employees shall be granted one (1) day off with pay to attend citizenship court to become a Canadian Citizen.

21:17 Personal Leave

Upon request, an employee may access up to a maximum of thirty seven and one-half (37½) hours with pay, per fiscal year shall be allowed, where necessary, to care for an ill member of the employee's immediate family (i.e. spouse, children or parents). Documentation may be required by the Employer in substantiation thereof.

21:18 Compassionate Care

An employee will be entitled to Compassionate Care Leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totaling no more than **twenty-eight (28)** weeks, which must end no later than **fifty-two (52)** weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) The day the certificate is issued; or
 - (B) If the leave was begun before the certificate was issued, the day the leave began; and
 - (ii) The family member requires the care or support of one (1) or more family members.

The employee must give the Employer a copy of the physician's certificate as soon as possible.

- (e) A family member for the purpose of this Article shall be defined as:
 - (i) A spouse or common-law partner of the employee;
 - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) A parent of the employee or a spouse or common-law partner of the parent;
 - (iv) Or any other person described as family in the applicable regulations of the Employment Standards Legislation.
- (f) Unless otherwise mutually agreed, an employee may end her/his Compassionate Care Leave earlier than **twenty-eight (28)** weeks by giving the Employer at least forty-eight (48) hours' notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave Shifts - subject to forty-eight (48) hours' notice of cancellation."
- (g) Seniority shall be retained/accrued as per Article 10:01.
- (h) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 21:02.

Article 22 Suspension, Termination of Employment

22:01 Suspension and Termination

Any employee who has completed her probationary period shall not be suspended without her regular pay, or have her employment terminated except for just and reasonable cause.

22:02 Termination of Employment

- (a) Any employee may terminate her employment by giving to the Employer a written notice of intention to terminate two (2) calendar weeks prior to the date of termination.
- (b) Employment may be terminated with lesser notice by mutual agreement between the Employer and an employee.

- (c) On termination, an employee shall return to the Employer all property of the Employer in the employee's possession, or be liable for replacement cost of same.
- (d) **Provided that two (2) calendar weeks' notice has been given by an employee, the Employer shall make available all amounts due to a terminated employee including unpaid earnings and pay in lieu of unused vacation entitlements, within ten (10) calendar days after the end of the pay period.**

Article 23 Discipline

- 23:01** Each formal discipline given to any employee shall be in writing, dated, signed and delivered by the department Supervisor to the affected employee. Should such discipline become subject to a grievance, then the employee is entitled to have the source of complaint known at the second step of the grievance procedure.
- 23:02** An employee shall not be required to indicate in writing acceptance of any allegation contained in a formal discipline but will be required to indicate in writing that she has been so advised.
- 23:03** The Union shall be notified of all such formal disciplines. A copy of the discipline itself furnished to the Union shall constitute compliance of the aforesaid notice requirement.
- 23:04** A formal discipline shall be removed from an employee's file after twelve (12) months following such discipline, provided there has not been a reoccurrence of the issue that gave rise to the discipline. It is agreed that the twelve (12) months above does not include any periods of leave greater than two (2) weeks.
- 23:05** In accordance with the Labour Relations Act, as amended from time to time, the Employer shall not discipline or dismiss any employee bound by this Agreement except for just cause.

Article 24 Job Descriptions

- 24:01** The Employer shall make available to each employee a standard job description outlining the normal duties to which she is assigned. Each job description shall state the qualifications required for each job.
- 24:02** The Employer shall make available to the Union, a copy of each job description outlining the duties of each job title in each level contained in Schedule "A".
- 24:03** Any change in the required qualifications originated by the Employer shall not adversely affect any present incumbent.
- 24:04** Should there be any change in the required qualification originated by a licensing or other external agency, the Employer agrees to provide all reasonable support required for any affected incumbent to meet the new qualifications.

Article 25 Wages - Increments, Pay Days and Premiums

- 25:01** Employees shall be paid biweekly in accordance with the Salary Schedule of this Collective Agreement.
- 25:02** Entitlement to salary increments shall be based on the employee's individual employment date or as adjusted by reason of leaves of absence without pay (e.g., maternity leave) greater than thirty (30) days, as outlined in Article 21:14.
- Regular part-time and temporary employees shall receive one increment step in accordance with the Salary Schedule following either;
- (a) The completion of two (2) calendar years' service, or;
 - (b) The completion of either 1,950 or 2,080 hours actually worked, exclusive of overtime, as applicable,
- Whichever occurs first since her last having received an increment.
- 25:03** Any employee, who for the convenience of the Employer is temporarily transferred to another job 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:

- (a) 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;
- (b) If an employee is temporarily assigned to a job of greater pay than their own for less than five (5) consecutive days, they will be paid seventy cents (\$0.70) per hour extra.
- (c) If an employee is temporarily assigned to a job of greater pay than their own for greater than or equal to five (5) consecutive days, they will be paid the hourly wage of that position, which is at least the equivalent to one (1) increment above their current hourly rate of pay or the maximum of the pay scale of the job to which they are assigned, whichever is less.
- (d) In the absence of the manager/supervisor, an employee may be designated to assume some or all of the duties of the manager/supervisor. Any employee so assigned, except when on standby, shall receive a premium of one dollar (\$1.00) per hour. Employees so assigned on standby will be paid in accordance with Article 15:02.

25:04 All employees shall be paid every other Friday

- 25:05**
- (a) An employee, upon commencement in a position for which the pay grade is higher than her current job, shall be placed on the first step of the salary scale of the new position that represents an increase in pay of at least one increment higher than the next step on her former scale. The date of commencement in the new position shall be the employee's new employment date for the purposes of salary increments, subject to Article 25:02.
 - (b) An employee, upon commencement in a regular position for which the pay grade is lower than her current job, shall be placed on the same step of the lower salary scale as that for her current job. (i.e. an employee

who is on Step 2 of the scale for her current job shall be placed on Step 2 of the scale for the new position). The date of commencement in the new position shall be the employee's new employment date for the purposes of salary increments, subject to Article 25:02.

- (c) It is understood that the provisions of Article 25:04(a) and (b) above shall apply only for situations not contemplated by Article 25:02 above.

25:06 (a) Donor Care Associates, Donor Services Representatives, and Drivers shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked after 16:00 hours.

- (b) Drivers working on Centre based assignments and all other employees shall be paid a shift premium of one dollar (\$1.00) per hour for the entire shift worked on an evening shift, or **two dollars and five cents (\$2.05)** per hour on a night shift. The evening or night shift are defined as any shift in which the majority of hours occurs between 4:00 p.m. (16:00 hours) and midnight (24:00 hours), or midnight (00:00 hours) and 8:00 a.m. (08:00 hours).

- (c) Any employee who works any period of time between 00:00 hours Saturday and 24:00 hours Sunday shall receive a weekend premium of **one dollar and sixty-five cents (\$1.65)** per hour for each hour worked during that time.

- (d) All employees will be eligible to be paid the applicable shift and evening premium for the same hours so worked.

- (e) When an employee is on standby, shift and weekend premiums are only payable for hours actually worked on a call-back.

25:07 Employees assigned to conduct training on SOPs and COPs, specifically for the purpose of certification of new hires, retraining or re-certification, or other classroom type training, including On The Job Training as assigned, shall receive a premium of **one dollar and twenty-five cents (\$1.25)** per hour for each hour or part thereof spent training. This premium is effective on the date of ratification of the Agreement.

Article 26 Other Than Full-time Employees

26:01 Applicability of Agreement

Except as modified by this Article, all provisions of this Collective Agreement shall apply to regular part-time and temporary (full-time and part-time) employees on a pro-rata basis when applicable.

26:02 Salaries

Persons employed as regular part-time or temporary employees shall receive the wage rates as shown in the Salary Schedule.

26:03 Seniority

- (a) Regular part-time and temporary employees shall accrue seniority from their commencement date for each day or part thereof worked. Seniority can only be used against another part-time or temporary employee in case of layoff, recall, promotion, choice of vacation period or filling of full-time vacancies and temporary positions.
- (b) A regular or part-time employee changing her status to full-time or vice versa shall continue to earn seniority.

26:04 Hours of Work and Overtime

- (a) Articles 13:01 and 13:04 shall not apply to regular part-time and temporary employees.
- (b) Regular part-time, temporary part-time and casual employees shall not work in excess of six (6) consecutive calendar days without a day off.
- (c) Regular part-time or casual employees shall be entitled to compensation at the rate of time and one-half (1½) for overtime worked in excess of the posted and confirmed schedule or seven and one-half (7½) hours, whichever is greater.
- (d) If any other than full-time employee works the equivalent of full-time hours (seventy-five [75] hours or eighty [80] hours for a Facilities Assistant) in a two (2) week period he/she shall be compensated at one and one-half times (1 ½ x) his/her basic rate of pay for the first three (3) hours and at two times (2x) his/her basic rate of pay for any such hours

in excess of seventy-eight (78) hours (eighty-three [83] hours for a Facilities Assistant).

- (e) A casual employee who reports for work as requested shall receive pay at the employee's regular rate of pay for the hours actually worked or four (4) hours pay at the employee's regular rate of pay, whichever is greater.
- (f) A regular part-time employee who is advised to not report for scheduled work or commences a scheduled shift and is sent home early, for any reason, shall receive pay for the scheduled hours not worked.
- (g) Scheduling will include a minimum of four (4) days off every fourteen (14) days, two (2) of which shall be consecutive.

26:05 Filling of Full-time Vacancies

On appointment to a full-time position all benefits of this Agreement that were not previously applicable will apply and commence to accrue from the date of appointment to the full-time position subject to the regulations and eligibility requirements applicable to full-time employees. The employees' future anniversary date for purpose of annual increments shall be the date of appointment to the full-time position.

- (a) In the case of promotion, the employees' future anniversary date for purpose of annual increments shall be the date of appointment to the full-time position. In the case of appointment to a full-time position in the same classification, the employee will continue to accrue hours toward their next increment step.
- (b) Further to Article 26:05(a) above, the employee will retain her accumulated service credits for the purpose of calculating vacation entitlement in the full-time position.

26:06 Additional Available Hours

- (a) Regular part-time employees shall be given first opportunity to work additional available hours. The employment status of such employee will not be changed. Employees called in to work on an unscheduled work day will be paid their regular straight time hourly rate for all hours

worked subject to Article 26:04(c) above. Should an employee not be able to work such additional hours due to illness sick leave shall not apply.

- (b) The Employer and the Union agree that additional available hours will be allocated in accordance with the following:
 - (i) On the day of the occurrence
 - Step 1: Approach staff already at work, or scheduled, in order of seniority.
 - Step 2: Use the call sheet for the day, in order of seniority.
 - Step 3: If overtime cannot be avoided, go to the most senior employee already at work.
 - (ii) In advance of the day
 - Use the call sheet for the day in order of seniority, providing the shift equals or exceeds three (3) hours.
- (c) Notwithstanding the provision of Article 26:06(a) and 26:06(b), the Employer shall not be compelled to schedule an Employee for overtime if a less senior Employee is available to work at straight time. If overtime cannot be avoided, the Employer will call Employees in order of seniority.

26:07 Bereavement Leave, Court Leave and Wedding Leave

In accordance with Article 21:01, 21:02, 21:03 and 21:10 the pay entitlement of regular part-time and temporary employees for authorized bereavement leave, court leave and wedding leave shall be limited to their posted scheduled hours of work.

26:08 Health and Welfare Benefits

- (a) Regular part-time employees who are hired to work a minimum of forty (40) hours averaged over a biweekly pay period shall be required to participate in the Health and Welfare Benefit Plans and Pension plan subject to the regulations and requirements of these plans.

- (b) All other part-time employees shall be required to participate in the insured benefits applicable to regular full-time employees, subject to meeting the eligibility requirements of working an average of twenty (20) hours a week over the period of either January 1 to June 30 or July 1 to December 31. In the case of the Pension Plan, entitlement shall be governed by the rules and/or legislation affecting any such plan.

26:09 Paid Holidays

- (a) On each pay cheque regular part-time, temporary, and casual employees shall be paid in addition to their regular rate of pay, **five percent (5%)** of their gross earnings in lieu of Paid Holidays.
- (b) Regular part-time, temporary and casual employees required to work on a paid holiday shall be paid in addition to Article 26:09(a) above at one and one-half times (1½x) their regular rate of pay for all hours worked on the paid holiday.

26:10 Annual Vacation

- (a) Regular part-time employees' vacation shall be calculated as follows:

$$\frac{\text{Hours paid at regular rate of pay} \\ \text{(during vacation year)}}{\text{Regular full-time hours}} \times \text{Entitlement of full-time*}$$

*Entitlement of vacation will be based on years of service with the Employer.

- (b) After twelve (12) months of service, a regular part-time employee may apply for entitled vacation leave without pay over a period of time equivalent to the vacation earned for a regular full-time employee, unless otherwise mutually agreed between the Employer and the employee.

Unless otherwise mutually agreed between the employee and the Employer, regular part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a

regular full-time employee and shall be paid her/his earned vacation pay proportionately during each week of scheduled vacation.

- (c) Temporary and casual employees, in addition to receiving the appropriate salary of their classification, shall receive vacation pay at the rate of six percent (6%) on each paycheque in lieu of vacation.

26:11 Sick Leave

- (a) As per Article 19:02, regular part-time and temporary employees on staff as of February 1, 2004 will retain their accumulated sick leave for their future use and commence to accrue sick leave in accordance with the provisions for full-time employees, on a pro-rata basis.

Regular part-time and temporary employees hired on or after February 1, 2004 will be covered under the sick leave provisions for full-time employees on a pro-rata basis.

- (b) Employees must observe the regulations outlined in Article 19 of this Agreement to be entitled to available sick leave benefits.
- (c) Payments from the sick leave banks will be made based on posted scheduled hours of work only for days on which employees are required to work but cannot attend due to illness. If the employee's illness continues beyond her posted scheduled hours of work (i.e. no further work is scheduled for her because of her illness), payment from the sick leave banks will be based on the weekly average number of hours worked by the employee in the two (2) calendar week period immediately preceding her sick absence.
- (d) A full-time employee who transfers to a regular part-time position or vice versa, shall retain her unused sick leave credits.
- (e) Upon termination of employment, all accumulated sick leave benefits shall be cancelled and no payment shall be due therefore.
- (f) Any employee who has given notice of termination of employment as specified in Article 22:02 shall not receive sick leave benefits during the period of notice, unless illness is the cause of such termination.

Article 27 Temporary/Term Assignments

- 27:01** (a) In the case of added staff complement, or in the case of special projects, any term position shall not exceed eighteen (18) months. The Employer shall provide written confirmation of the start, and where possible, the estimated expiry dates of such a position prior to a temporary employee's commencement in the position.
- (b) Regular employees shall be given the opportunity to work in temporary/term positions. In such a case, the employment status of the employee will not be changed to temporary or term and their existing terms and conditions of employment, as outlined in this Collective Agreement will not be changed.
- (c) On expiry of the position, the temporary employee who was employed by Canadian Blood Services immediately prior to working as a temporary employee shall return to her former position, unless otherwise mutually agreed between the Union and the Employer.
- (d) A temporary employee shall not have the right to grieve the termination of her employment on the expiry of the term for which she was hired.

Article 28 Uniforms

- 28:01** (a) The Employer shall supply and maintain protective clothing for all employees who are required by the Employer to wear protective clothing.
- (b) Where uniforms are required by the Employer, the Employer shall supply such uniforms or provide an annual allowance in accordance with its policy regarding this issue. **Effective date of ratification, the uniform allowance shall be \$200.00 per fiscal year inclusive of taxes and paid upon receipt of original receipts demonstrating proof of purchase.**
- (c) The Employer reserves the right to reclaim the cost of uniforms not bearing the CBS logo via a payroll reduction for employees who do not

successfully complete their probationary period. Such employees shall return CBS branded uniforms to the Employer

- 28:02** (a) Where “boots” and “gloves” are required for the work and not provided by the Employer, the annual allowance for “Boots” and “Gloves” (to supplement the cost thereof) to drivers, dispatchers shipper receivers, facilities assistants and power engineers shall be one hundred and thirty-five dollars (\$135). **Effective date of ratification, the “boots” and “glove” allowance will be one hundred and fifty dollars (\$150.00) per fiscal year inclusive of taxes and be paid upon receipt of original receipts demonstrating proof of purchase.**
- (b) Employees who are hired within the term of this Agreement shall not be paid their annual Boot and Glove allowance for the contract year until they have successfully completed their probationary period.
- 28:03** Lockers shall continue to be made available to all employees in accordance with the Employer’s past practice.

Article 29 Joint Committees

29:01 Labour Management Committee

- (a) It is agreed by both parties that it is important to review current and/or new methods of operations, to provide effective communications of information, ideas, and to discuss/study/make recommendations on matters of mutual concern as may arise from time to time in the operation of the Centre.
- (b) The Employer and the Union agree to cooperate in the operation of a joint Labour Management Committee. This Committee shall be composed of up to four (4) officers of the Union and a minimum of two (2) officers of management.
- (c) The party requesting a meeting shall notify a representative of the other party of its desire to meet. Such notice will be in writing and will include the agenda of the item(s) to be discussed. Within five (5) working days

the parties will set a meeting date and time, such meeting date to be within a further five (5) working days unless otherwise mutually agreed.

29:02 Safety and Health Committee

The Employer will continue the operation of its Workplace Safety and Health Committee in accordance with Section 40 of the Workplace Safety and Health Act as amended from time to time.

29:03 Basic pay shall be granted to employees appointed by the Union to attend these Committees or to any other committee to which the Union is required to appoint a representative.

Article 30 Contracting Out

30:01 The Employer agrees that no employee shall be laid off or shall suffer any reduction in her rate of pay by reason of the commercial contracting out of any duty or duties being performed by such employee.

Article 31 Technological Change

31:01 Before the introduction of any technological change or new method of operation which affects the rights of employees, conditions of employment or wage rates, the Employer shall notify the Union ninety (90) days in advance of the intended change.

31:02 The Employer and the Union will meet, within twenty (20) days of the Employer's notification to the Union, to negotiate reasonable provisions to protect the interests of the employees so affected.

31:03 Failing agreement such matters may be referred to Arbitration subject to Article 8 herein.

Article 32 Retroactivity

32:01 (a) Employees on staff at the signing of this Agreement will receive full retroactivity, on increase to salary, in accordance with the Salary Schedule.

- (b) Employees who have terminated their employment with the Employer prior to the signing date of this Collective Agreement, shall be entitled to full retroactive pay to their salary for the period that they were employed between the effective date of the new Salary Schedule and the employee's termination date, provided that application for such retroactive pay is made in writing to the Manager, Human Resources by the employee within three (3) months of the date of the signing of this Agreement.

Article 33 Retirement Allowance

- 33:01** An employee who has fifteen (15) or more years of continuous service in the employ of the Employer who retires in accordance with the Canadian Blood Services Pension Plan is entitled to be paid, upon retirement, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his/her weekly salary to a maximum of twenty (20) weeks of pay.

This provision shall apply to all employees in the Pension Plan as at June 24, 1997.

Article 34 Layoff and Recall

- 34:01** (a) For the purpose of this Agreement, a layoff shall mean a reduction of staff complement either at the Blood Centre.
- (b) The Employer reserves the right to layoff either full-time or part-time employees in accordance with the provisions of this Article.
- 34:02** In the event of a layoff of a permanent or long term nature, the Employer will:
- (a) Provide the Union with ninety (90) calendar days' notice of such layoff, and
- (b) During the notice period meet with the Union to review the following:
- (i) The areas of cut-back and the employees to be laid off; and

- (ii) Alternatives that might be resorted to in order to minimize the number of employees to be laid off.
 - (c) Provide notice of layoff or pay in lieu of notice to employees as follows:
 - (i) Employees with less than one (1) year of service two (2) weeks;
 - (ii) Employees with more than one (1) year of service four (4) weeks.
- 34:03** In the event of a layoff, the Employer shall reduce staff in the reverse order of seniority, from the classification, department and location where the layoff is to occur.
- 34:04**
- (a) Any permanent employee who is subject to layoff may bump the most junior employee from any classification in an equivalent or lower pay grade for which he possesses the minimum requirements and the ability to perform the job. Permanent employees who are bumped may in turn exercise their seniority to bump other employees. No employee shall bump an employee possessing equal or greater seniority.
 - (b) An employee who is bumped under this Article will be given a layoff notice and the provisions of this Article shall apply.
 - (c) An employee who receives a layoff notice may within seven (7) calendar days of receipt of such notice, exercise her right to displace another junior employee or choose to terminate her employment and accept a severance as contemplated by Article 34:11 by providing written notification to the Employer of such intent.
 - (d) An employee who fails to exercise her right within the time limits stated above, shall be laid off and placed on the recall list.
 - (e) An employee who is recalled to work shall be credited with the seniority she had at the time of layoff.
 - (f) Employees who are laid off or bumped shall retain recall rights to their previous positions for a period of twelve (12) months from the date of the layoff or bump.

- (g) Full-time employees who are laid off may bump a part-time employee in their same job classification. On transfer to part-time status, such employees will be credited with their accumulated full-time seniority.
- 34:05** (a) An employee shall be recalled to another available vacancy, in an equal or lower paying grade in order of bargaining unit seniority, provided that she has the qualification and ability to perform the work to the satisfaction of the Employer, after an orientation period of two (2) weeks in duration.
- (b) An employee who in the opinion of the Employer, after the orientation period, is found to lack the ability to perform the work, shall return to layoff status for the remainder of their twelve (12) month recall period.
- (c) An employee who accepts a recall to an alternate job classification shall be placed on the closest step on the salary scale as in her former job classification.
- (d) An employee who was recalled to an alternate classification or who has bumped shall not be considered to be on layoff. However, such an employee shall be entitled to return to the position she held prior to the layoff should there be a vacancy, within twelve (12) months of the date of the original layoff. After twelve (12) months in the displaced or alternate job classification, the employee shall be considered to be regular in that classification provided that such classification was permanent in nature.
- (e) An employee who bumps into a lower paying classification shall be entitled to over range salary protection at point of layoff for twelve (12) months. At the end of twelve (12) months, they will revert to the closest level of the new pay scale.
- 34:06** Employees who accept the lower level classification under this Article shall have the right to reinstatement in their former classification, if such become available within one (1) year from the date of accepting the lower level classification. The job, in such instances, will not be posted. The employee shall be reinstated at the step he had attained in his former classification.

- 34:07** 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 Employer, (not to exceed ten [10] days from the date on which the registered letter was sent), the notification shall state 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.
- 34:08** Laid off employees will not accrue or be entitled to any benefits under this Agreement with the exception of recall rights and continuation of insured benefits the employee was participating in immediately prior to the layoff, excluding LTD, for a period of six (6) policy months following the layoff. The employee must make arrangements with the Employer for the prepayment of the cost of premiums (Employer's and employee's share) to ensure continuing coverage.
- 34:09** An employee who refuses a recall to their former position will be removed from the recall list and shall be considered to have terminated her employment.
- 34:10**
- (a) A regular full-time employee who chooses to terminate her employment pursuant to Article 34:04 shall receive a severance payment equal to two (2) week's pay for each year of service to a maximum of twenty-six (26) weeks, such payment to be prorated with respect to regular part-time employees.
 - (b) For the purpose of calculating Article 34:04(a) above, partial years of service shall be prorated based on completed months of service (i.e.: yearly entitlements [exclusive of overtime]/12 x completed months of employment). Such amount shall be calculated at the rate of pay the employee is in receipt of at the time of severance.
 - (c) It is expressly understood that acceptance of a severance payment under this provision constitutes a termination of employment and is a waiver of recall rights.

Article 35 General Provisions**35:01 Performance Appraisals**

Where a formal assessment of an employee's performance is made, the employee shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. The employee shall have the right to place his/her comments on the form or to append his/her comments to the form. The employee shall, upon request, receive a copy of the assessment at the time of signing.

35:02 An employee may make a request to the Manager, Human Resources, or delegate to see her employee file for the purpose of reviewing the contents thereof. Such request shall be allowed once per calendar year or as otherwise agreed by the Employer.

Due to the COVID-19 pandemic, the parties agree that faxed, scanned or electronic signatures shall be of equal force and effect as original signatures, and that this Collective Agreement may be signed in counterparts.

In witness whereof the parties have executed this Agreement by affixing hereto the signature of their proper officers in that behalf:

Signed this 25th day of March, 2021.

Andrew Pateman

On behalf of Canadian Blood Services

David Krol

On behalf of Canadian Blood Services

Tracy Smith

On behalf of Canadian Blood Services

Spence

On behalf of Canadian Blood Services

Jason Lakey

On behalf of Canadian Blood Services

[Signature]

On behalf of Canadian Blood Services

[Signature]

On behalf of Manitoba Government and General Employees' Union

[Signature]

On behalf of Manitoba Government and General Employees' Union

[Signature]

On behalf of Manitoba Government and General Employees' Union

[Signature]

On behalf of Manitoba Government and General Employees' Union

Letter of Understanding

between

Canadian Blood Services

and

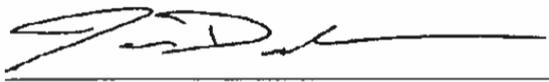
Manitoba Government and General Employees' Union

Re: Domestic Violence Leave and General Changes to *Employment Standards Code*

The parties agree that situations involving domestic violence can occur and impact employees covered under this Collective Agreement. Furthermore, the Employer is committed to assisting its employees and recognizes its obligations in accordance with the *Employment Standards Code*.

Additionally, should any significant changes be made to the *Employment Standards Code* in the future, the parties will endeavor to meet, within a reasonable timeframe, to review and discuss such changes as they relate to the current provisions of the Collective Agreement (April 1, 2017 to March 31, 2022).

Signed this 25th day of March, 2021.



On behalf of Canadian Blood Services



On behalf of Manitoba Government
and General Employees' Union

Letter of Understanding

between

Canadian Blood Services

and

Manitoba Government and General Employees' Union

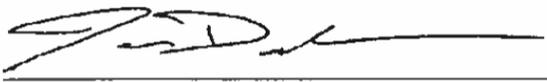
Re: Maintenance Personnel

The Employer and the Union agree that the MGEU is the properly recognized bargaining agent for maintenance personnel, as per MLB-5484, employed by the Canadian Blood Services.

It is understood that currently the work has been contracted out with no loss of jobs to the bargaining unit.

It is understood between the parties, that if the Employer in the future cancels their contract and brings that work back in house, the bargaining rights for those jobs is covered and recognized by the MLB-5484.

Signed this 25th day of March, 2021.



On behalf of Canadian Blood Services



On behalf of Manitoba Government
and General Employees' Union

Letter of Understanding

between

Canadian Blood Services

and

Manitoba Government and General Employees' Union

Re: Twelve (12) Hour Shift - Facilities Assistants (Winnipeg)

The parties hereto agree to vary the terms and conditions of the Collective Agreement between the Manitoba Government and General Employees' Union (MGEU) and the Canadian Blood Services for full-time and part-time employees employed as Facilities Assistants as follows:

Shift Schedules and Hours of Work

Within a biweekly period of eighty (80) regular hours, a full-time employee will work a combination of twelve (12) and eight (8) hour shifts, based on operational requirements. A part-time employee will work either an eight (8) or twelve (12) hour shift, as required. The entire schedule will be rotated, as required, so that more undesirable shifts, such as Statutory Holiday Mondays, are shared by all employees.

When working twelve (12) hours shifts, the terms and conditions of this Letter of Understanding will apply.

Notwithstanding the above, shift schedule revisions reflecting different hours per shift and/or different combinations of days worked may only be implemented with mutual agreement of the parties.

Overtime

Daily overtime shall be earned after the normal scheduled daily hours (e.g. hours worked in excess of eight [8] or twelve [12] hours as per posted schedules). On an employee's days of rest, overtime shall be earned at the rate of two times (2x) for all time worked.

Vacation, Holiday and Sick Leave

Where an employee is absent, on Vacation, Paid Holiday, or Sick Leave, appropriate payment shall be based on the posted scheduled hours of work (i.e. eight [8] or twelve [12] hours).

Other Leaves

All other authorized leaves with pay shall be converted to hours and shall be paid according to the total number of hours they would have been scheduled to work (i.e. eight [8] hours pay or twelve [12] hours pay) depending upon hours scheduled to work. Where an employee is eligible for one (1) day leave with pay per the Agreement, then the employee shall be eligible for a minimum of eight (8) hours pay to a maximum of twelve (12) hours pay depending upon the hours scheduled to work. Any additional time off required to provide the employee with a full shift off, beyond the leave with pay entitlement shall be at no cost to the Employer (e.g. options to include leave without pay or charge to vacation leave or banked time).

Other

Any other term or condition not specifically mentioned in this Letter of Understanding shall continue to be applied in accordance with the provisions of the current Collective Agreement.

Termination Date

Either party may terminate this Letter of Understanding by serving the other party with written notice of termination at least six (6) weeks prior to the date on which the Letter is to be terminated. Furthermore, if safety is hampered, operational requirements is jeopardized in any way, or costs of operations become greater than costs for eight (8) hour shifts, a meeting will be held with the parties concerned to either resolve the issues or return to the eight (8) hour shift schedule with the required six (6) week notice.

Signed this 25th day of March, 2021.



On behalf of Canadian Blood Services



On behalf of Manitoba Government
and General Employees' Union

Letter of Understanding

between

Canadian Blood Services

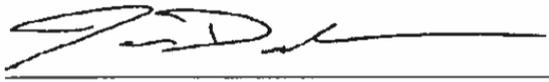
and

Manitoba Government and General Employees' Union

Re: Pre-Authorized Payment for Pension and Benefits

The parties agree that, notwithstanding the provisions set out in the Collective Agreement, Employees continuing benefits coverage or pension contributions during a leave of absence shall make payment by authorizing the Employer to make the required deductions from the employee's bank account.

Signed this 25th day of March, 2021.



On behalf of Canadian Blood Services



On behalf of Manitoba Government
and General Employees' Union

Letter of Understanding

between

Canadian Blood Services

and

Manitoba Government and General Employees' Union

Re: Wage Tier Progression for Donor Care Associates

The parties hereby agree to the following:

A Donor Care Associate who has completed neither Phlebotomy nor Donor Screening training shall be placed on tier 2 of the Donor Care Associate wage scale upon commencement of either Phlebotomy or Donor Screening training.

A Donor Care Associate who has completed either Phlebotomy or Donor Screening training shall be placed on tier 3 of the Donor Care Associate wage scale upon commencement of either Phlebotomy or Donor Screening training, whichever she did not first complete. Such Donor Care Associate shall be placed on the same level of tier 3 equal to that Level she was previously on for tier 2 (i.e.: a Donor Care Associate on level 2 of tier 2 of the Donor Care Associate wage scale shall be placed on level 2 of tier 3 of the Donor Care Associate wage scale). A Donor Care Associate's placement on tier 3 shall not affect her date or qualifying hours for eligibility for anniversary increments.

Signed this 25th day of March, 2021.



On behalf of Canadian Blood Services



On behalf of Manitoba Government
and General Employees' Union

Letter of Agreement*between***Canadian Blood Services***and***Manitoba Government and General Employees' Union****Re: Acute Care Negotiations**

Any general wage increase negotiated between the **Canadian Union of Public Employees, Local 204** (Health Care Support Services) and the Victoria General Hospital applicable during the period April 1, **2021** to March 31, **2022** shall be implemented for the classifications included in Schedule "A", including retroactivity, where applicable.

Any change to the amount of the shift premium or weekend premium negotiated between the **Canadian Union of Public Employees, Local 204** (Health Care Support Services) and the Victoria General Hospital applicable during the period April 1, **2017** to March 31, **2022** shall be implemented for the classification eligible to receive such premiums, including retroactivity, where applicable.

Any "twenty (20) year step" negotiated between the **Canadian Union of Public Employees, Local 204** (Health Care Support Services) and the Victoria General Hospital during the period April 1, **2017** to March 31, **2022**, shall be implemented for the classifications included in Schedule "A" by applying a two percent (2%) long service step to those with twenty (20) years of part-time or full-time service who have been at the top of their pay scale for a minimum of one (1) year. Thereafter, members will move on to this step as soon as they meet these criteria.

Any "twenty (20) year step" negotiated between the **Canadian Union of Public Employees, Local 204** (Health Care Support Services) and the Victoria General Hospital created in a manner differing from the foregoing shall be discussed between the parties via labour management to determine the implementation, if any, of a "twenty-year step" for the classifications included in Schedule "A".

Signed this 25th day of March, 2021.



On behalf of Canadian Blood Services



On behalf of Manitoba Government
and General Employees' Union

Letter of Understanding*between***Canadian Blood Services***and***Manitoba Government and General Employees' 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, and

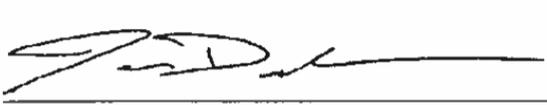
- (a) The universal benefits plan, as described in the attached plan summary, shall replace the benefit entitlements as described in Articles 20:01, 20:02 and 20:04 of the Collective Agreement. Eligibility to participate in the benefits plan shall continue to be in accordance with the Collective Agreement.
- (b) 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.
- (c) The levels of coverage of the universal benefits plan shall not be reduced from those levels in effect as of the date of signing this Letter of Understanding.
- (d) The Employer shall make any future enhancements to the universal benefits plan at its sole discretion.
- (e) 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 4:02. The parties would then be free to negotiate levels of benefit coverage after which time this Letter 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 Letter of Understanding:

- (a) “The Parties” shall mean the Employer and the Union.
- (b) “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 this Letter of Understanding.
- (c) An “Eligible Employee” shall mean an employee who is entitled to participate in the universal benefits plan, subject to the rules and regulations of the plan.
- (d) An “Other-than-Full-time Employee” shall mean a regular part-time, part-time, temporary or casual employee.
- (e) “Collective Agreement” shall mean the Collective Agreement between Canadian Blood Services and the Manitoba Government and General Employees’ Union.

Signed this 25th day of March, 2021.



On behalf of Canadian Blood Services



On behalf of Manitoba Government
and General Employees’ Union

Universal Benefits Plan

PLAN FEATURES	
Retirement Division	<ul style="list-style-type: none"> ▪ As per the current retirement division.
Major Medical (Extended Health Care)	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ As per the Collective Agreement.
Waiting Period	<ul style="list-style-type: none"> ▪ Full-time: 1st of the month following date of hire. ▪ Part-time: as per the Collective Agreement.
Participation Basis	<ul style="list-style-type: none"> ▪ Employee coverage: compulsory (except for opting out provisions as set out in the benefits contract). ▪ Dependent coverage: not compulsory.
Required Number of Hours	<ul style="list-style-type: none"> ▪ As per the Collective Agreement.
Deductible	<ul style="list-style-type: none"> ▪ \$15 single / \$25 family for drug expenses. ▪ Nil for all other expenses.
Combined Maximum	<ul style="list-style-type: none"> ▪ Unlimited.
Coinsurance: <ul style="list-style-type: none"> ▪ Drugs ▪ Hospital ▪ Vision ▪ Other Eligible Expenses 	<ul style="list-style-type: none"> ▪ 100%. ▪ 100%. ▪ 100%. ▪ 80% professional and paramedical services, 100% for all other expenses.
<ul style="list-style-type: none"> ▪ Drug Features 	<ul style="list-style-type: none"> ▪ Drugs available only by prescription (plus certain life-sustaining drugs that do not legally require a subscription). ▪ Pay direct drug card. ▪ Includes claims management features such as dynamic maintenance, generic drug substitution and reasonable and customary pharmacy mark-up and dispensing fee maximums by province.
<ul style="list-style-type: none"> ▪ Hospital Room 	<ul style="list-style-type: none"> ▪ Private or semi-private.
<ul style="list-style-type: none"> ▪ Nursing Care 	<ul style="list-style-type: none"> ▪ Max \$25,000 per person every 3 years.
<ul style="list-style-type: none"> ▪ Paramedical: <ul style="list-style-type: none"> ↳ Psychologist/Social Worker/Psychotherapist ↳ Chiropractor ↳ Osteopath ↳ Naturopath ↳ Podiatrist ↳ Speech Therapist ↳ Massage Therapist ↳ Acupuncture ↳ Physiotherapist 	<ul style="list-style-type: none"> - 80% paramedical services to applicable maximum ▪ Max \$1,500 per person per year. ▪ Max \$500 per person per year. ▪ Max \$500 per person per year.* ▪ Max \$500 per person per year.* ▪ Max \$500 per person per year.* ▪ Max \$500 per person per year.

Major Medical, cont'd...	
<ul style="list-style-type: none"> Vision Care 	<ul style="list-style-type: none"> Max \$250 per person in any 24 consecutive months (frames, lenses, laser). 1 eye exam every 2 calendar years (reasonable and customary costs).
<ul style="list-style-type: none"> Hearing Aids Other 	<ul style="list-style-type: none"> Max \$300 per person in any 5 consecutive calendar years. Nursing home accommodation: max \$20 per day. Ambulance services to and from the nearest appropriate medical care. Medical supplies and services to specified maximums. Accidental dental treatment within 6 months of the accident. Extra care (wigs or hairpieces up to \$500 lifetime per person).
<ul style="list-style-type: none"> Emergency Out-of-Country 	<ul style="list-style-type: none"> Emergency medical services. Referral treatment. Max of \$5 million lifetime per person.
<ul style="list-style-type: none"> Travel Assistance 	<ul style="list-style-type: none"> Mondial assistance plan.
*Less any amount paid by the government plan.	
Dental	
Premium Cost Sharing	<ul style="list-style-type: none"> As per the Collective Agreement.
Waiting Period	<ul style="list-style-type: none"> Same as Major Medical.
Participation Basis	<ul style="list-style-type: none"> Same as Major Medical.
Required Number of Hours	<ul style="list-style-type: none"> Same as Major Medical.
Dental Fee Guide	<ul style="list-style-type: none"> Current in province of residence.
Deductibles	<ul style="list-style-type: none"> Single: nil. Family: 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% (Eligible Dependent Children Only).
Orthodontic Dependent Children Age Basis	<ul style="list-style-type: none"> Under 19 years old.
Benefit Maximum	<ul style="list-style-type: none"> Part I: unlimited. Part II: \$1,500 per 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. Dependant coverage: not applicable.

Required Number of Hours	<ul style="list-style-type: none"> Same as Major Medical.
Long Term Disability, cont'd...	
Benefit Formula	<ul style="list-style-type: none"> Less than 4 years of service: 66⅔% of pre-disability earnings. 4 years of service or more: 75% of pre-disability earnings.
Maximum Benefit	<ul style="list-style-type: none"> \$15,000 per month without Evidence of Insurability, \$23,000 per month with satisfactory Evidence of Insurability as per Manulife.
Qualifying Period	<ul style="list-style-type: none"> 15 weeks or expiration of sick leave credits, whichever is greater.
All Source Maximum	<ul style="list-style-type: none"> 80% of gross pre-disability earnings.
Definition of Disability	<ul style="list-style-type: none"> 2 years own occupation.
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. Dependant coverage: no applicable.
Required Number of Hours	<ul style="list-style-type: none"> Same as Major Medical.
Benefit Formula	<ul style="list-style-type: none"> 1½x 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 and on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> ↳ 85% at age 65; ↳ 70% at age 66; ↳ 55% at age 67; ↳ 40% at age 68; ↳ 25% at age 69.
Maximum Benefit	<ul style="list-style-type: none"> Without evidence: \$600,000. With evidence: \$1,000,000. Combined maximums with Optional Life.
Optional Life Insurance	
Premium Cost Sharing	<ul style="list-style-type: none"> As per the Collective Agreement.
Waiting Period	<ul style="list-style-type: none"> Same as Major Medical.
Participation Basis	<ul style="list-style-type: none"> Employee coverage: not compulsory. Dependent coverage: not applicable.
Required Number of Hours	<ul style="list-style-type: none"> Same as Major Medical.
Benefit Formula	<ul style="list-style-type: none"> 1x or 2x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000.
Maximum Benefit	<ul style="list-style-type: none"> Without evidence: \$600,000. With evidence: \$1,000,000.

	<ul style="list-style-type: none"> • Combined maximums with Basic Life.
Dependent Life	
Premium Cost Sharing	<ul style="list-style-type: none"> • As per the Collective Agreement.
Waiting Period	<ul style="list-style-type: none"> • Same as major medical.
Participation Basis	<ul style="list-style-type: none"> • Employee coverage: not applicable. • Dependent coverage: not compulsory.
Required Number of Hours	<ul style="list-style-type: none"> • Same as Major Medical.
Benefit Formula	<ul style="list-style-type: none"> • Spouse: \$10,000. • Each Eligible Child: \$5,000.
Basic Accidental Death & Dismemberment (AD&D)	
Premium Cost Sharing	<ul style="list-style-type: none"> • As per the Collective Agreement.
Waiting Period	<ul style="list-style-type: none"> • Same as Major Medical.
Participation Basis	<ul style="list-style-type: none"> • Employee coverage: compulsory. • Dependent coverage: not applicable.
Required Number of Hours	<ul style="list-style-type: none"> • Same as Major Medical.
Benefit Formula	<ul style="list-style-type: none"> • 1½x basic annual salary, rounded to the 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 and on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> ↳ 85% at age 65; ↳ 70% at age 66; ↳ 55% at age 67; ↳ 40% at age 68; ↳ 25% at age 69.
Voluntary AD&D	
Premium Cost Sharing	<ul style="list-style-type: none"> • As per the Collective Agreement.
Waiting Period	<ul style="list-style-type: none"> • Same as Major Medical.
Participation Basis	<ul style="list-style-type: none"> • Employee coverage: not compulsory. • Dependent coverage: not compulsory.
Required Number of Hours	<ul style="list-style-type: none"> • Same as Major Medical.
Benefit Formula	<ul style="list-style-type: none"> • Personal Coverage: <ul style="list-style-type: none"> ↳ Units of \$10,000 to maximum of \$500,000. • Family Coverage: <ul style="list-style-type: none"> ↳ Spouse, no children: 50% of employee coverage; ↳ Spouse and eligible children: 40% of employee coverage for spouse and 10% for each child; ↳ Eligible children only: 15% of employee coverage for each eligible child.

This is a summary of your benefits. While every effort has been made to ensure the accuracy of this information, complete information on your benefits can be

found in the policy contract on the CBS Intranet. Should any difference occur between this information and the contract, the contract will prevail.

Effective October 1, 2018.

Schedule "A"

Grade	Job Title
A	Receptionist/Clerk Typist
B	Program Clerk – Speciality Services Medical Services Clerk DSR Clerk Typist – Laboratory Program Clerk – General Facilities Assistant
C	Shipper Receiver Administrative Assistant Driver I
D	Supply Technician Driver II Technical Support Analyst Dispatcher Scheduler/Timekeeper Material Handler
E	DCA II
F	Power Engineer DCA III

Salary Schedule

April 1, 2017	1	2	3	4	5	Long Step
A	18.13	18.58	19.04	19.51	20.00	20.40
B	18.88	19.35	19.84	20.33	20.83	21.25
C	19.69	20.17	20.66	21.18	21.70	22.13
D	20.47	20.97	21.49	22.02	22.57	23.02
E	21.56	22.10	22.64	23.20	23.77	24.24
F	23.72	24.30	24.90	25.52	26.15	26.67

April 1, 2018	1	2	3	4	5	Long Step
A	18.13	18.58	19.04	19.51	20.00	20.40
B	18.88	19.35	19.84	20.33	20.83	21.25
C	19.69	20.17	20.66	21.18	21.70	22.13
D	20.47	20.97	21.49	22.02	22.57	23.02
E	21.56	22.10	22.64	23.20	23.77	24.24
F	23.72	24.30	24.90	25.52	26.15	26.67

April 1, 2019	1	2	3	4	5	Long Step
A	18.27	18.72	19.18	19.66	20.15	20.55
B	19.02	19.50	19.99	20.48	20.99	21.41
C	19.84	20.32	20.81	21.34	21.86	22.30
D	20.62	21.13	21.65	22.19	22.74	23.19
E	21.72	22.27	22.81	23.37	23.95	24.42
F	23.90	24.48	25.09	25.71	26.35	26.87

April 1, 2020	1	2	3	4	5	Long Step
A	18.45	18.91	19.37	19.86	20.35	20.76
B	19.21	19.70	20.19	20.68	21.20	21.62
C	20.04	20.52	21.02	21.55	22.08	22.52
D	20.83	21.34	21.87	22.41	22.97	23.42
E	21.94	22.49	23.04	23.60	24.19	24.66
F	24.14	24.72	25.34	25.97	26.61	27.14