

COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN BLOOD SERVICES

SUDBURY CENTRE

(Hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

-AND-

**United Steelworkers Local 1-2010**

(Hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

**April 1, 2012 to March 31, 2015**

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PREAMBLE

WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations, to promote co-operation and understanding between the Employer and its employees, to recognize the value of joint discussions and negotiations in matters pertaining to working conditions, health and safety, hours of work, and wages, and

WHEREAS the parties hereto agree that the operations of the Employer entail working methods, hours and processes which are peculiar to it, and

WHEREAS the parties hereto recognize that the function of the Employer is that of a public service with a humanitarian purpose.

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

ARTICLE 1 - SCOPE OF RECOGNITION

1.01 The Employer recognizes the United Steelworkers, Local 1-2010 as the sole bargaining agent for all employees of Canadian Blood Services (CBS), hired as clinical assistants and phlebotomists, employed in and out of the Sudbury Blood Centre in the City of Greater Sudbury, save and except supervisors and persons above the rank of supervisor.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The parties further acknowledge that it is the exclusive function of the Employer to manage and control the Employer's operations, and without limiting the generality of the foregoing to:

- (a) maintain order, discipline, and efficiency,
- (b) hire, discharge, transfer, promote, classify, demote, discipline, suspend, layoff, and assign work to employees, and to introduce new and improved methods, or facilities, provided that a claim that an employee has been discharged, suspended, or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, implement, uphold, and alter from time to time, reasonable rules and regulations to be observed by employees.

2.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Collective Agreement.

ARTICLE 3 - NO STRIKES OR LOCKOUTS

3.01 The Union agrees there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of operation of this Agreement. The meaning of the word "strike" and the word "lockout" shall be defined in *The Ontario Labour Relations Act, R.S.O. 1995*, as amended from time to time.

ARTICLE 4 - UNION SECURITY AND DUES CHECK-OFF

- 4.01 a) The Employer shall deduct from each employee in the bargaining unit the dues and remit the dues to the Union office as directed in writing by the Union.
  - b) Accompanying the dues remitted to the Union office shall be a list of the names, status, position held, date of hire, and dues deducted for each employee from whose wages dues were deducted.
  - c) Upon successful completion of an employee's probationary period, the Employer shall deduct from that employee Union initiation fees as directed in writing by the Union.
- 4.02 The Union shall indemnify and 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.
- 4.03 Remittance of all deductions shall be sent to the Union not later than the 15th day of the following month.
- 4.04 During her orientation with the Employer, a new employee will be advised that a Collective Agreement exists between the Employer and the Union and shall be introduced to the Steward and the new employee shall attend a thirty (30) minute orientation meeting with the Steward or designate, within her scheduled working hours. Where more than one Employee is to receive orientation, the Employer may schedule these Employees as a group. Such meeting shall be arranged by the employee's Supervisor during the first ten (10) working days of employment.
- 4.05 Each new employee shall, as a condition of employment, acquire and maintain membership in the Union. Each present employee who is currently a member of the Union shall, maintain membership in the Union.

ARTICLE 5 - DEFINITIONS

- 5.01 The word "employee" shall mean a person covered by this Agreement.
- 5.02 A "regular full-time employee" is one who works full-time on a regularly scheduled basis as specified in Article 14.

- 5.03 A "regular part-time employee" shall mean a person who works less than full-time on a regularly scheduled basis.
- 5.04 A "casual employee" shall mean a person who is called in to work on an occasional or intermittent basis.
- 5.05 A "temporary employee" shall mean a person who is employed for a fixed duration of time. Prior to a temporary employee's commencement in the position, the Employer shall provide written confirmation of the start, and where possible, the estimated expiry date of such a position - subject to change with two (2) weeks written notice.
- 5.06 "Service" shall mean an employee's length of continuous employment with the Employer, calculated from the most recent date of hire.
- 5.07 The feminine gender shall mean and include the masculine and similarly the singular shall include the plural and vice versa as applicable**

ARTICLE 6 - APPLICABILITY OF AGREEMENT

- 6.01 Regular part-time, temporary and casual employees shall be covered by all the provisions of this Agreement unless otherwise stated, amended, or where reference is made in Articles as to that Article's applicability to certain employee group or groups.
- 6.02 Where the context so requires, feminine and masculine genders and singular and plural numbers shall be interchangeable.

ARTICLE 7 - REPRESENTATION

- 7.01 The parties to this Agreement shall notify each other in writing of their respective representatives authorized to function on any committee or proceeding covered by the terms of this Agreement.
- 7.02 a) The Steward and/or Committee Members shall not attend meetings with the Employer arising from the administration of this Collective Agreement without prior authorization by the Steward's and/or Committee Member's Supervisor, and such authorization shall be subject to operational requirements.
- b) Employees shall suffer no loss of regular pay for attendance at meetings with the Employer, when so authorized by their Supervisor, subject to operational requirements.
- 7.03 The Employer shall recognize one (1) employee representative elected or appointed by the Union as a Steward, and two (2) employee representatives elected or appointed by the Union as a Grievance Committee member.
- 7.04 The Employer shall recognize a Negotiating Committee of up to two (2) employees who have completed their probationary period for the purpose of negotiating renewal

Collective Agreements with the Employer. Employees will be paid for their posted, scheduled hours of work for each day of negotiations, exclusive of conciliation. The Union will be billed by the Employer for such time paid to employees.

- 7.05 It is agreed that there shall be no discrimination, interference, or coercion against any employee on account of grounds prohibited under the *Human Rights Code R.S. O. 1990*.
- 7.06 Should the Union business representative wish to visit the Sudbury Centre in connection with Union business, he shall require the permission of the Manager, Human Resources, or designate. Such permission shall not be unreasonably withheld.

#### ARTICLE 8 - JOINT COMMITTEES

##### 8.01 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 co-operate in a joint Labour Management Committee to be held twice a year, unless otherwise agreed by the parties. This Committee shall be composed of the union representative, union steward and one (1) employee elected or appointed by the union and three (3) representatives of Management. Issues arising from the meeting shall normally be addressed within thirty (30) calendar days from the meeting. With advance notification at the time the meeting is arranged, a representative of the Union and/or an Employee Relations Consultant or designate may attend the meeting.
- 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 seven (7) calendar days the parties will set a meeting date and time, such meeting date to be within a further seven (7) calendar days unless otherwise mutually agreed.

##### 8.02 Health and Safety Committee

- a) The Employer will continue the operation of its Workplace Safety and Health Committee in accordance with the Workplace Safety and Health Act as amended from time to time.
- b) The Employer shall recognize one (1) employee elected or appointed by the Union to participate in the Workplace Safety and Health Committee.

- 8.03 The Employer shall continue its practice of providing first aid kits on all vehicles used by employees, and first aid kits and eye wash stations at or near all worksites.

8.04 Employees shall be paid for actual hours spent at Joint Committee meetings with the Employer on matters arising from the functioning of the above mentioned Committees.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 a) Where a difference arises between the parties related to the interpretation, application or administration of this Agreement, or where an allegation is made that the Agreement has been violated, the following procedures will be adhered to.
- b) It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first advised the Manager, Clinic Services or designate of the details of the complaint and give her the opportunity of adjusting the complaint. Such complaint shall be discussed with the Manager, Clinic Services or designate within ten (10) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the knowledge of the employee. Failing settlement within ten (10) working days following the discussion with the Manager, Clinic Operation or designate, it shall then be taken up as a formal grievance in the following manner and sequence:

STEP 1

An employee(s) may present a grievance in writing to the Manager, Clinic Services or **designate**. The written grievance shall contain reference to the article and/or clauses in the Contract which are alleged to have been violated and the redress sought.

The Manager, Clinic Services or **designate** shall render a decision in writing within ten (10) working days following the day on which the grievance was received. If this decision is unsatisfactory, Step 2 may be followed within five (5) working days.

STEP 2

The written grievance shall be referred to the Manager, Human Resources, or **designate**. A meeting will be held among the Manager, or **designate**, and the grievor(s) within ten (10) working days following submission of the grievance to the Manager. Other representatives of the Employer and, if requested by the grievor(s), a Union Steward may be present at such meeting. The decision of the Manager shall be delivered within ten (10) working days of the meeting and if the decision is unsatisfactory, it may be referred to arbitration.

- 9.02 If a difference relative to the interpretation, application, administration, or alleged violation of the terms of the Collective Agreement arises between the Union and the Employer, it may be presented in writing in the form of a policy grievance at Step 2 of the grievance procedure within five (5) working days following the circumstances giving rise to it. However, it is expressly understood that the provisions of this Article shall not

be used to institute a grievance directly affecting an employee (or group of employees) where such employee could herself institute a grievance.

- 9.03 Notwithstanding any other provision in this Article, should the Employer discharge, suspend or discipline an employee, it will so notify her in writing, indicating the reason(s) for the discharge, suspension or discipline with a copy to the Union Steward. In any meeting where an employee is to be informed by the Employer's representative that a discharge, suspension or any other form of disciplinary action shall be imposed on her, she shall be advised prior to the discussion itself that she may have a Union Steward present during such meeting. Should the employee wish to file a grievance alleging that a discharge or suspension or discipline is contrary to the terms of this Agreement it shall be reduced to writing and filed within ten (10) working days under Step 2 of the grievance procedure. In the event that an employee is found by an Arbitration Board to have been unfairly discharged or suspended by the Employer, the Employer agrees to abide by the decision of the Arbitration Board.
- 9.04 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee who is grieving, to the Manager, Clinic Services or designate within fifteen (15) working days following the circumstances giving rise to it. The grievance shall be initiated at Step No. 1.
- 9.05 Probationary Employees
- An employee may not grieve the termination of her employment during her probationary period as defined in Article 12.03, provided the termination is not made in bad faith.
- 9.06 Temporary Employees
- A temporary employee may not grieve the termination of her employment prior to the expiry of the term for which she was hired, provided the termination is not made in bad faith.
- 9.07 Regular Employees Acting in a Temporary Position
- A regular employee acting in a temporary position may not grieve the cancellation of the temporary position prior to the term for which she was selected to act in the temporary position.
- 9.08 The time limits set out in the grievance procedure shall be adhered to, but may be extended or shortened by mutual agreement in writing between the parties.

#### ARTICLE 10- ARBITRATION PROCEDURE

- 10.01 a) After exhausting the Grievance Procedure established by this Agreement, either party may, within ten (10) working days, notify the other party in writing of its desire to submit the grievance to arbitration, and the notice shall contain the name



of the first party's nominee to the Arbitration Board.

- b) The parties may mutually agree in writing, at the time a grievance is to be forwarded to Arbitration, to substitute a single Arbitrator for the Arbitration Board referred to in this article. All other provisions referring to an Arbitration Board shall appropriately apply.

- 10.02 The recipient of the notice shall, within ten (10) working days, inform the other party of the name of its nominee to the Arbitration Board. The two nominees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the grievance and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. Except where the Arbitration Board determines a rate of pay only in accordance with Article 12.07, it shall deal only with the specific questions as submitted and shall have no power to alter, add to, or amend this Agreement. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.
- 10.03 Each party shall pay the costs and expenses of its nominees and the costs and expenses of the Chairperson shall be borne equally by the parties.
- 10.04 The time limits set out in the arbitration procedure shall be adhered to, but may be extended or shortened by mutual agreement in writing between the parties.
- 10.05 Notwithstanding the foregoing, the parties may mutually agree to refer a grievance that has been properly processed under Article 9 to mediation.

#### ARTICLE 11 - SENIORITY

- 11.01 a) Seniority for regular full-time and regular part-time employees, as referred to in this Agreement, shall be calculated **based on all hours** worked in the bargaining unit and in the continuous service of the Employer from the last date of hire.
- b) A probationary employee will have no seniority rights during the probationary period as defined in Article 12.03. Upon successful completion of probation, seniority shall date back to the most current date of hire.
  - c) Seniority shall only be applicable for the purpose of scheduling annual vacations, the filling of vacancies (subject to Article 12.02), transfers, layoffs and recall.
- 11.02 An employee shall lose her seniority and her employment shall be deemed to have been terminated if she:
- a) resigns or retires;

- b) is discharged for cause and is not reinstated through the grievance procedure;
- c) is absent from **scheduled** work for a period of three (3) or more consecutive working days without notifying her Supervisor or such absence and providing a satisfactory reason to her Supervisor; or
- d) fails to return to work after an unauthorized absence of three (3) working days without providing a **satisfactory reason** to her Supervisor.
- e) has been laid off for a period of twenty-four (24) months
- f) fails to report for duty from layoff in accordance with 13.02 c).

11.03 The Employer shall post a seniority list of all employees quarterly, it will be posted prior to the fifteenth (15th) of the following month, identifying the Employees' seniority and position. A copy of the list shall also be sent to the Union business representative.

11.04 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:

- a) when on leave with pay;
- b) when a regular employee is in receipt of paid sick leave;
- c) when a regular full time or regular part time employee in receipt of WSIB compensation, subject to Article 19.01, or is in receipt of LTD benefits (until declared unfit to perform the essential duties of her regular job or is certified to return to work but fails to do so)
- d) when on pregnancy or parental leave, to a maximum of fifty-two (52) weeks subject to Article 22.

11.05 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:

- (a) when on an approved leave of absence without pay;
- (b) when absent on account of accident or illness and not in receipt of sick leave credits;
- c) when on layoff up to twenty-four (24) months.

## ARTICLE 12 - JOB POSTING, TRANSFERS

### 12.01 Job Posting

Should the Employer declare a vacancy for a regular full-time or regular part-time position within the scope of the bargaining unit, the vacancy shall be posted on the **Employer's intranet and internet sites** for a period of five (5) working days, and a copy will be provided to the Steward or her designate.

Application shall be made **using the Employer's online application process** within the five (5) working day posting period. Selection shall be made based on the criteria outlined in Article 12.02 below.

Nothing shall preclude the Employer from simultaneously advertising the job vacancy outside the Employer's premises. However, the Employer shall not consider external applicants until employees who have applied for the job vacancy as outlined above have been considered for such vacancy.

12.02 Selection shall be based on a combination of the candidate's skill, ability, experience, efficiency and required qualifications. Where these factors are equal, then seniority shall be the determining factor.

### 12.03 Probationary Period

Employment of any new employee shall be considered probationary until that employee has either worked eight hundred and sixty seven (867) regular hours from their last date of hire or has completed eight (8) calendar month's service, whichever occurs first (provided that each leave of absence of one (1) working day or longer shall extend the eight (8) calendar month period by the amount of leave taken). At the end of this period, an employee's seniority will be established and such employee shall be placed on the seniority list in order of regular hours paid in the bargaining unit and in the continuous service of the Employer from the last date of hire. The Parties may, in writing, mutually agree to extend the probationary period.

### 12.04 Trial Period

When an employee is selected to fill a different position from that which they currently hold, (either a promotion or a transfer), she must undergo a trial period of either four hundred and eighty seven and one-half (487.5) hours or three (3) calendar month's service in the new position in order to demonstrate her ability to perform the new tasks to the satisfaction of the Employer (provided that each leave of absence of one (1) working day or longer shall extend the three (3) calendar month period by the amount of leave taken). Should the employee fail to succeed during the trial period, she shall be reinstated to her former position and salary, without loss of seniority.

During an employee's trial period, anyone occupying the employee's previous position shall understand that the position is temporarily held in reserve pending the employee's

successful completion of her trial period.

#### 12.05 Temporary Transfer

Any employee who, for the convenience of the Employer, is temporarily transferred to another position within the bargaining unit for one (1) working day, or longer, for which the rate of pay is different from that in effect for that employee's regular position shall be paid while so transferred as follows:

- i) if the rate of pay for the position to which the employee is transferred is less than the rate of pay for the employee's regular position, the employee shall continue to receive her regular rate of pay;
- ii) if the rate of pay for the position to which the employee is transferred is greater than the rate of pay for the employee's regular position, the employee shall receive a premium of 6% of her regular hourly rate for each hour worked in addition to her regular rate of pay.

12.06 When the Employer creates a new classification in the Union or substantially changes the duties of an existing classification, the Employer shall so notify the Union including the new rate of pay. Within twenty-five (25) working days of such notice, at the Union's written request, the parties shall meet to discuss the new rate of pay. If the parties cannot agree on the appropriateness of the new rate of pay within ten (10) working days of such meeting, the determination of the rate of pay only may be referred to Arbitration in accordance with Article 10.

Such meeting and/or arbitration shall not delay the implementation of the new or substantially changed classification.

#### ARTICLE 13 - LAYOFF AND RECALL

- 13.01 a) In the event of a layoff of a permanent or long term nature, the Employer shall layoff employees in reverse order of seniority within their section and classification, provided that those employees who remain on the job have the qualifications and ability to perform the work.
- b) The Employer will provide notice to affected employees in accordance with *the Employment Standards Act* and shall advise the Union of employees so notified.
- c) Employees in receipt of a layoff notice shall have the option of either accepting recall rights in accordance with Article 13.02 below, or accepting a severance payment in accordance with Article 13.03 below. Employees shall indicate their choice to the Employer in writing within ten (10) working days of receiving a layoff notice.

13.02 Recall

- a) Employees, in order of seniority, may accept a recall from layoff to an available position in an equal or lower paying classification, provided they have the qualifications and ability to perform the work, before such position is filled in accordance with Article 12.
- b) No new employee shall be hired until all those laid off and have not been terminated in accordance with Article 11.02 have been given an opportunity to return to work and have failed to do so or the Employer determines the employee to not have the ability and/or qualifications to perform the work available.
- c) The Employer shall notify employees of a recall opportunity by registered mail to the last address on record with the Employer no later than ten (10) working days prior to the date that the employee is to return to work. The notification shall state the position to which the employee is eligible to be recalled and the date and time that the employee shall report for work. The employee is solely responsible for her proper address being on record with the Employer.

13.03 Severance

Employees with greater than one (1) year's service who do not accept recall rights in accordance with Article 13.01 above, shall receive a severance payment equal to one (1) week's pay for each year of service to a maximum of twenty-six (26) weeks.

ARTICLE 14 - HOURS OF WORK

14.01 Hours of work for regular full-time employees will be a total of seventy-five (75) hours to be scheduled over a two (2) week period.

Hours of work for regular part-time and casual employees will be less than regular full time employees.

Hours of work for regular full-time/part-time employees will be subject to the following:

- a) There shall be a maximum of six (6) consecutive days of work between day(s) off.
- b) There shall be no fewer than four (4) days off in any bi-weekly period, two (2) days of which shall be consecutive.

14.02 Hours of work shall be deemed to:

- a) include a paid rest period of fifteen (15) minutes during each block of four (4) hours worked.
  - i. **Should the employee not receive her rest period as a result of**

**operational requirements, such employee will be credited with fifteen (15) minutes in lieu and in addition shall be paid a premium of one half (0.5) times her regular rate outside the averaging period**

b) exclude an unpaid meal period of thirty (30) minutes during each block of more than five (5) consecutive hours worked.

i. **Should the employee not receive her meal period as a result of operational requirements, such employee will be paid a premium of 1.5 times her regular rate for the missed portion of the meal period. Such paid time shall be outside of the averaging period.**

14.03 If an employee attends a staff meeting on a scheduled work day prior to their scheduled starting time the employer shall provide them work so they may continue to work from the end of the staff meeting until their scheduled shift starts. Should the employer have insufficient work, the employee shall have the option of leaving the work site until their shift starts without pay or may remain at the work site and be paid their hourly rate until their scheduled shift starts.

14.04 Turnaround Time

Employees shall receive a scheduled rest period of at least eleven (11) hours between the cessation of work on one work day and the commencement of work in the next workday. Hours encroaching upon the rest period shall constitute overtime and shall not count towards the employee's averaging period.

ARTICLE 15 - OVERTIME

15.01 A regular full-time employee shall be paid one and one-half (1.5) times her regular hourly rate for all hours authorized and worked in excess of seventy-five (75) hours in a two (2) week averaging period.

A regular part-time employee shall be paid one and one-half (1.5) times her regular hourly rate for all hours authorized and worked either in excess of the posted confirmed scheduled hours of work on any working day, or in excess of seven and one half (7.5) hours on any working day, whichever is greater.

There shall be no pyramiding of overtime for the same hours worked.

15.02 By mutual agreement between the Employer and a regular full-time employee, overtime may be compensated by banked time off, calculated at overtime rates, to a maximum accumulation of thirty seven and one-half (37.5) hours. Any overtime worked which exceeds this maximum accumulation shall be paid out at the overtime rate.

Notwithstanding the above, compensating time off not approved/assigned by the Employer by February 28th of each year shall be paid to the employee by fiscal year end.

ARTICLE 16 - ANNUAL VACATION

16.01 The vacation year coincides with the fiscal year (April 1 - March 31). Full-time employees will be eligible for paid vacation based on the following:

- a) employees with less than one (1) year's service during the vacation year shall be entitled to a pro-rata vacation calculated on the basis of 1 ¼ days for each completed calendar month of employment;
- b) 15 working days (3 weeks), calculated as 1-1/4 days for each completed month of continuous service;
- c) Following four (4) years of service, 20 working days (4 weeks), calculated as 1-2/3 days for each completed month of continuous service;
- d) Following ten (10) years of service, 25 working days (5 weeks), calculated as 2-1/12 days for each completed month of continuous service;
- e) Following twenty-five (25) years of service, 30 working days (6 weeks), calculated as 2-1/2 days for each completed month of continuous service.

For the purpose of calculating vacation entitlement, months or years of service shall exclude leaves of absences of one month's duration or longer, exclusive of pregnancy leave and/or parental leave.

- 16.02 a) Employees who have completed their probationary period, subject to Article 12.03, may take vacation any time during the vacation year (April 1st to March 31st) subject to b) below.
- b) Employees shall submit vacation requests no later than March 15th. The vacation schedule shall be posted by April 15th. The approval of vacation dates shall be decided by seniority, subject to operational requirements.

Any changes in the vacation schedule after posting shall require written consent of the Employer and employees affected. Except for reasons beyond the Employee's control, Employees shall not be permitted to change or cancel approved vacation times. Employees requesting to take vacation between April 1<sup>st</sup> and April 30<sup>th</sup> will submit such requests by February 1st. Approval of such vacation will be given by February 15<sup>th</sup>.

- c) Prior to March 15th, employees may request no more than three (3) weeks to be taken during prime time. Prime time is defined as the months of June, July, August, December 15<sup>th</sup> – 31<sup>st</sup> and March Break. Vacation requests submitted after March 15th will be dealt with on a first come first serve basis.

d) All regular full-time employees are expected to schedule and take vacation earned in each vacation year. Regular full-time employees who have not requested vacation by October 1st of the current vacation year will have any unused vacation assigned by the Employer within the current vacation year.

16.03 It is understood that the Employer may defer vacation in situations where an employee is still on probation as of February 1st of the vacation year in which the employee was initially employed. Such deferred vacation must be used prior to June 30th of the following vacation year and may not be combined with other vacation entitlements.

16.04 Vacation requests in blocks of less than one week will be allowed, however, preference will be given to requests of at least one week in duration. Unused vacation shall not be carried forward into the next vacation year.

16.05 Regular part-time employees shall be paid on each pay cheque either six percent, eight percent, ten percent, or twelve percent (6%, 8%, 10%, or 12%) of gross regular earnings in lieu of paid vacation, based on the following:

Effective April 1st, 2007

From 0 to 6 900 regular hours worked from last date of hire	6%
From 6 901 to 17 250 regular hours worked from last date of hire	8%
From 17 251 to 37 500 regular hours worked from last date of hire	10%
After 37 501 regular hours worked from last date of hire	12%

In addition to receiving a percentage of regular hourly earnings in lieu of vacation as outlined above, regular part-time employees may apply for annual vacation without pay, during the vacation year, according to the following schedule

Up to 6 900 regular hours worked	-	3 calendar weeks
From 6 901 to 17 250 regular hours worked	-	4 calendar weeks
From 17 251 to 37 500 regular hours worked	-	5 calendar weeks
Beyond 37 501 regular hours worked	-	6 calendar weeks

Vacation must be administered in a minimum of one (1) week blocks. Unused vacation shall not be carried forward into the next vacation year.

16.06 Temporary full-time/part-time and casual employees shall be paid on each pay cheque six percent (6%) of gross regular earnings in lieu of paid vacation.

Following one (1) year of continuous service, temporary full-time employees will be governed by Article 16.01 and temporary part-time employees will be governed by Article 16.05.



16.07 Upon termination of employment, any vacation taken, but not earned as at the date of termination, will be deducted from the employee's final pay.

ARTICLE 17 - RECOGNIZED HOLIDAYS

17.01 The following shall be paid as recognized holidays for the purpose of this Agreement:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	either Christmas Eve
August Civic Holiday	-or
	New Year's Eve

The Employer may substitute one of these days for any other day or days proclaimed as a general holiday by the Federal or Provincial authorities.

- 17.02 In order to qualify for payment for a recognized holiday other than the float holiday referred to in Article 17.06, a regular full-time employee must work her last scheduled working day immediately prior to the paid holiday and her first scheduled working day immediately following the paid holiday, unless the employee's absence is due to vacation, sick leave, authorized leave of absence with pay or is scheduled off by the Employer.
- 17.03 a) When a regular full-time employee works on any of the holidays as defined in 17.01 above, in addition to holiday pay, she shall be paid the overtime rate for each hour worked.
- b) A regular full-time employee who works on any of the above-mentioned holidays may elect to receive compensatory time off in lieu of payment under 17.02 (a) above and in accordance with Article 15.02. Such time off shall be taken within sixty (60) days of when it is earned, subject to operational requirements. Conversion to compensatory time off shall be computed at the overtime rate for hours worked during the holiday.
- c) A regular part-time, temporary or casual employee who is required to work on a paid holiday shall be paid at the overtime rate for hours worked and shall not receive a substitute day off.
- 17.04 If a recognized holiday falls on a day on which a regular full-time employee is absent due to illness, she shall be paid for the holiday and such pay shall not be deducted from her sick leave credits.

- 17.05 Regular part-time, temporary and casual employees shall be paid, on each pay cheque, four and eighty eight one hundredths percent (4.88%) of their gross regular hourly earnings in lieu of payment for holidays.
- 17.06 If any of the above mentioned holidays falls during a regular full-time employee's vacation, such holiday shall not be deducted from her vacation entitlement for that vacation year.
- 17.07 Regular full-time employees who have completed their probationary period shall be granted one (1) floating holiday which shall be requested by the employee, five (5) weeks in advance, and no later than December 31st of any one year. If the request is not received by December 31st, the Employer shall have the right to schedule such float holiday or pay the employee in lieu.

**ARTICLE 18 – SICK LEAVE**

- 18.01 Based on continuous service, sick leave credits will accrue for regular full-time employees' as listed below:

Regular part-time employees shall be paid two percent (2%) of their regular hourly earnings in lieu of sick leave.

<u>Length of Service</u>	<u>100% Salary</u>	<u>75% Salary</u>	<u>66-2/3% Salary</u>
On the first calendar day	5 days	5 days	65 days
after 3 months of continuous service has been completed			
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 day	160 days
20 years	105 day	155 days

<u>Length of Service</u>	<u>100% Salary</u>	<u>75% Salary</u>	<u>66-2/3% Salary</u>
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	

If the employee has less than 75 days of credits at the time sick leave commences, additional sick leave will be provided, if required, to bring the total period of sick leave available to a maximum of 75 days at 66 2/3% pay.

When an employee returns to active employment following a period of sick leave, and the employee assumes the regular duties of their position at their regular hours of work, credits up to a maximum of 75 days at 66 2/3% will again be made available after the following intervals:

- a) one (1) month after return to active employment in the case of a new disability; or
- b) three (3) months after return to active employment in the case of a recurrence of the same disability.

18.02 An employee who will be absent from work shall contact her immediate Supervisor or designate, in accordance with operational protocol, by telephone on or before the first (1st) day of absence and prior to the commencement of her next scheduled shift. Failure to give notice without a reason satisfactory to the Supervisor may result in the nonpayment of wages for the entire workday, and/or all other workdays and shall be deemed absent without leave.

18.03 An employee returning to work following one or more days of absence shall inform her immediate Supervisor or designate, at least one work day prior to her intended return to work.

If no notice of intent to return to work has been received, and the employee reports for work, she shall be sent home without pay if a replacement had been scheduled to work.

18.04 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.

18.05 Any employee who has given notice of resignation of employment shall not receive sick

leave benefits during the period of notice.

- 18.06 Upon termination of employment all sick leave shall be cancelled and no payment shall be due therefore.

ARTICLE 19 - WORKPLACE ACCIDENT

- 19.01 a) Employees included in this Agreement shall be governed by the provisions of the Ontario Workplace Safety and Insurance Act and shall be subject to its rules and regulations.
- b) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness.
- c) i) An employee who is unable to work as a result of an accident, injury or illness sustained while on duty in the service of the Employer within the meaning of the Workplace Safety and Insurance Act, shall continue to receive her regular salary and benefits from the Employer, less regular deductions, provided she assigns over to the Employer her compensation payments due from the Board for time lost as a result of the accident. The difference between the compensation payments from the Board and the employee's regular salary shall be deducted from that employee's sick bank on a pro rata basis.
- ii) An employee who elects not to assign her compensation payments to the Employer and wishes to continue coverage of her insured benefits and pension must make prior arrangements for the prepayment of the full premium of any contributory insured benefit plans and her share of pension contributions.
- d) Should the employee's claim be disallowed by the Workplace Safety and Insurance Board, then any monies paid by the Employer shall be either charged against the employee's accumulated sick leave credits or if the employee has no sick leave credits, the amount so paid shall be recovered from the employee.
- e) An employee who has been on staff for more than one (1) year, and is declared unfit to perform the essential duties of her regular job shall lose her seniority and employment two (2) years after the date of the accident or one (1) year after the Notice of Fitness of Essential Duties from the Workplace Safety and Insurance Board has been received when all attempts to accommodate the worker or to provide alternate work have failed. Seniority and employment shall also be lost on the date as of which the employee is certified fit to return to work and she fails to do so or in the case of employees who are hired for a definite term of employment, upon expiration of such term.

- f) All accidents must be reported as soon as reasonably possible by the employee, in writing, to her Supervisor who will complete an accident report. The employee will be provided with a copy of the report.
- g) Employees are required to provide the Employer, as far in advance as possible, with a written notice of readiness to return to work.

ARTICLE 20 - INSURED BENEFITS & PENSION

20.01 Insured Benefits

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

On the first day of the month following three calendar month's service, employees must join the Dental Plan. An employee may opt out of this plan only if his/her spouse has equal or better coverage through his/her Employer.

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

- d) The Employer may at any time substitute another carrier or carriers to underwrite the insured benefits, provided that none of the benefits in such plans are reduced. The Employer shall advise the Union of a change in carrier(s).
- e) The Employer agrees to provide eligible employees with an explanatory booklet(s) on all of the above insured benefit plans.
- f) Continued eligibility will be reviewed in January of each year. Employees who do not meet eligibility will be advised in writing.

- g) Regular part time employees who do not meet the eligibility requirements for enrolment in the CBS insured benefits plan, and temporary and casual employees, shall receive 6.5% of their regular hourly earnings in lieu of insured benefits, beginning the first of the month following three (3) calendar month's of service.

20.02 Pension

The Employer shall provide retirement benefits for employees by way of participation under the Canadian Blood Services Pension Plans subject to the eligibility requirements for membership under such plan.

Should an other than regular full-time employee be eligible, and choose not to participate in the CBS Pension Plans, such employee shall be paid on each pay cheque, four percent (4%) of her regular hourly earnings.

ARTICLE 21 - LEAVES OF ABSENCE

21.01 Union Leave

- a) Any member of the bargaining unit who is attending Union activities, exclusive of negotiations, shall, upon making the request in writing four (4) weeks in advance and subject to operational requirements, be granted a leave of absence with pay. The maximum time off for Union activities shall not exceed a total of twenty-five (25) working days per calendar year. It is expressly understood that only two (2) employees may be absent under this Article at anyone time. The Union shall be billed by the Employer for time spent attending Union activities under this Article.

An employee who is employed on a full time basis by the Union shall be granted an unpaid leave of absence for a period of up to eighteen (18) months.

21.02 Jury/Court Duty Leave

If a regular full-time employee is required to serve as a juror in any court of law or coroner's inquest proceeding or required by subpoena or summons to attend a court of law, or coroner's inquest proceeding, she shall not lose her regular pay because of such attendance provided that she:

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

Pay for regular part-time or temporary employees shall be limited to such employee's posted scheduled hours of work up to a maximum of seven and one-half (7.5) hours per working day scheduled, provided such employee complies with 21.02 (a), (b), and (c) above.

#### 21.03 Bereavement Leave

Bereavement leave of absence without loss of regular pay shall be granted to an employee upon request in accordance with the following:

- a) At the time of death or funeral of an employee's spouse (which includes common-law or same gender relationship maintained for a period of at least one year), child, **stepchild**, parent, or sibling, mother-in-law, father-in-law, grandparent, grandchild, son-in law, daughter-in-law, a maximum of five (5) consecutive working days.
- b) At the time of death or funeral of an employee's aunt, uncle, niece, nephew, brother in-law or sister-in-law, up to one (1) working day to attend the funeral.
- c) In addition to the above, a maximum of two (2) consecutive working days with pay may be granted if overnight travel (in excess of a 200 kilometre radius of the city in which the employee resides) is required to attend the funeral.
- d) Additional time off without pay may be granted at the Employer's discretion under extenuating circumstances. Such extra leave shall not be unreasonably withheld.

#### 21.04 Wedding Leave

The Employer shall grant a full-time / part-time employee three (3) consecutive working days off with pay during the week immediately prior to her marriage or thereafter, subject to advance written notice. The three (3) working days leave with pay may be added to any period of annual leave or may be taken separately at the Employee's option by no later than the subsequent year or it will be lost.

#### 21.05 Compassionate Leave

- a) For the purpose of attending to a serious illness of an immediate family member, namely spouse (including common law or same gender relationship of one year or longer), child or parent, a maximum of five (5) working days without loss of regular pay per fiscal year may be granted. Serious illness shall mean illness involving hospitalization or any illness that a medical doctor certifies to be critical. The employee shall provide proof of such illness upon request by the Employer.
- b) For the purpose of attending to the care of a child who is sick but not seriously ill,

a regular full-time employee may, at the Employer's discretion, be granted a maximum of fifteen (15) hours paid leave per fiscal year.

- c) Additional time off without pay may be granted at the Employer's discretion under extenuating circumstances. Such extra leave shall not be unreasonably withheld.

#### 21.06 Medical/Dental Leave

The Employer shall allow regular full-time employees leave with pay to attend medical and dental appointments where such appointments cannot be arranged outside of working hours. Employees shall endeavour to provide the Employer with notice in writing four (4) weeks in advance of such appointment, and approval of such leave shall be subject to operational requirements.

- 21.07 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.
- 21.08 Unless otherwise provided, contributions of the Employer and the Employee to the Canadian Blood Services Pension Plan during leaves of absence will be in accordance with the rules and regulations of the plan.
- 21.09 During any period of leave of absence without pay of more than one month's duration, subject to 22.04 below:
  - a) 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. Regardless, L TD coverage will not continue under any circumstances beyond the first thirty (30) calendar days of unpaid leave of absence.
  - b) A regular full-time employee's anniversary date, for the purpose of annual increment, shall be adjusted by any leave of absence of more than one month's duration.
  - c) the employee will cease to accrue sick leave and vacation for the duration of the absence
- 21.10 Subject to the provisions of *The Employment Standards Act of Ontario*, regular fulltime employees will not be entitled to Recognized Holidays with pay that may fall during any period of leave of absence without pay.
- 21.11 In accordance with Article 21.01, 21.03, and 21.04 a) the pay entitlement of regular part-time and temporary employees for authorized leave shall be limited to their posted



scheduled hours of work.

**ARTICLE 22 – PREGNANCY, PARENTAL LEAVE**

22.01 Pregnancy and Parental leave, as herein stated, are in accordance with *The Employment Standards Act of Ontario* and as such are subject to any changes in *the Act* that may occur in the future.

22.02 Pregnancy Leave

A pregnant employee:

- a) who has completed thirteen (13) consecutive weeks of employment for the Employer; and
  - i) who submits to the Employer an application in writing for maternity leave at least two (2) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
  - ii) 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.

22.03 Parental Leave

- a) Every employee who has completed thirteen (13) consecutive weeks 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 (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 of thirty-five (35) weeks immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave.

22.04 During the employee's pregnancy and/or parental leave, the employee shall continue to participate in the Pension Plan and insured benefit plans she is enrolled in immediately prior to commencing her leave unless she gives the Employer four (4) weeks advance written notice before her leave is to commence that she does not intend to do so.

When an employee continues to participate in the insured benefit plans and/or Pension Plan the Employer shall continue to pay its share of premiums for insured benefit plans and/or pension contributions on behalf of the employee provided that the employee continues to pay her share of premiums applicable to insured benefit plans and/or pension contributions. The employee shall either prepay her share of premiums and/or pension contributions or provide the Employer with post dated cheques prior to the commencement of the leave.

22.05 When applying for leave as contemplated by Article 22.02 a) i) and/or 22.03 b) above, the employee shall advise the Employer of her anticipated return to work date. Should the employee wish to return to work at an earlier date, she shall advise the Employer in writing of such earlier date at least two (2) weeks in advance.

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

The employer will implement a Supplemental Employment Benefits Plan effective February 1, 2007. Employees commencing maternity or parental/adoption leave on or after February 1, 2007 will receive the Supplementary Employment Benefits if they meet eligibility requirements.

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

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

Maternity Supplemental Employment Benefits

An employee, who is in receipt of Employment Insurance (EI) maternity benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent

to the difference between the gross weekly EI benefit the employee is eligible to receive and seventy-five percent (75%) of the employee's regular weekly rate of pay. This SEB payment shall commence following completion of the two (2) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the employee is in receipt of EI maternity benefits for a maximum of fifteen (15) weeks.

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

#### Parental/Adoption Supplemental Employment Benefits

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

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

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

#### SEB Payment Calculation

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

ARTICLE 23 - PREMIUMS

23.01 Evening Premium

Should an employee work scheduled hours between 17:00 and 06:00 of the following day, that employee shall receive a \$1.10 premium per hour for those hours so worked.

23.02 Weekend Premium

Should an employee work scheduled hours between 00:01 Saturday and 23:59 Sunday, that employee shall receive a \$1.70 premium for all hours so worked.

23.03 Training Premium

A premium of \$1.00 per hour shall be paid to employees assigned as On-the-Job Trainers (excluding preceptors).

23.04 No Pyramiding

Payment of overtime hours and for premiums shall be calculated and paid under on provision of this Agreement only.

23.05 The above-noted premiums shall not form part of an employee's regular hourly rate of pay.

**23.06 Any increase to the evening, weekend and training premiums in the collective agreement between Ontario Public Sector Employees' Union Locals 210, 200, 160, 477, 5103 and Canadian Blood Services between April 1, 2012 and March 31, 2015 shall be implemented in the agreement, with the same effective date as in the OPSEU collective agreement.**

ARTICLE 24 - TRANSPORTATION

24.01 Should an employee work past 22:30, that employee shall be provided with, or reimbursed for, substantiated taxi fare to her place of residence.

ARTICLE 25 - MEAL ALLOWANCE

25.01 All employee who are officially required to be away form the Sudbury Centre on mobile clinic assignments outside the City of Greater Sudbury shall receive a meal allowance based on the following rates (inclusive of GST):

Breakfast	\$7.50
Lunch	<b>\$11.20</b>
Dinner	\$16.25

Any increase to the meal allowance in the Collective Agreement between the Ontario

Nurses Association and Canadian Blood Services Sudbury Centre between April 1, 2012 and March 31, 2015 shall be implemented in this Agreement, with the same effective date as in the ONA Collective Agreement.

ARTICLE 26 - UNIFORMS

- 26.01 Regular full-time employees required by the Employer to wear a uniform not supplied by the Employer, shall receive an annual allowance of \$210 per fiscal year for the purchase of Uniforms and for cleaning. The Employer will continue the practice of paying the uniform allowance in four (4) quarterly instalments.
- 26.02 Regular full-time employees required by the Employer to load and unload equipment for mobile clinics shall be, upon provision of receipts, reimbursed to a maximum of \$100 every two (2) fiscal years for the purchase of safety shoes.
- 26.03 Regular Part Time, Temporary and Casual employees required by the employer to wear a uniform not supplied by the employer, shall receive an annual allowance of one hundred and fifty dollars (\$150) per fiscal year for the purchase of uniforms and for cleaning. The employer will continue the practice of paying the uniform allowance in four (4) quarterly instalments.**
- 26.04 Regular part-time, temporary, and casual employees shall be entitled to a maximum of sixty-five percent (65%) of the reimbursements contemplated in 26.02 above.

ARTICLE 27 - BULLETIN BOARDS

- 27.01 The Employer shall supply a United Steelworkers Local **1-2010** bulletin board accessible to employees to deal with Union affairs. All notices posted on the bulletin board shall be initialed by the Steward. The Steward or designate shall remove posted items that the Employer finds damaging and requests the Steward to remove.

ARTICLE 28 - W AGES ANNIVERSARY INCREMENTS

- 28.01 The parties agree that all employees within the bargaining unit shall be paid in accordance with the salary rates indicated in Schedule "A" of this Agreement.
- 28.02 For part-time, temporary and casual employees, progression to the next step of the salary grid shall be effected upon completion of each 1500 regular hours worked, in the same position and classification, but no sooner than one (1) year from the date of hire or the last date of progression, up to the maximum step of the salary grid.

ARTICLE 29 - DURATION AND RENEWAL

- 29.01 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.

29.02 The Employer and Union agree that they will abide by the Articles of this Agreement from **April 1, 2012 to March 31, 2015**, inclusive, and from year to year thereafter, unless either party desires to change or terminate the Agreement, in which case the party desiring the change or termination shall notify the other party, in writing, within sixty (60) days prior to the expiry of this Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_.

On Behalf of the Employer

On Behalf of the Union

\_\_\_\_\_

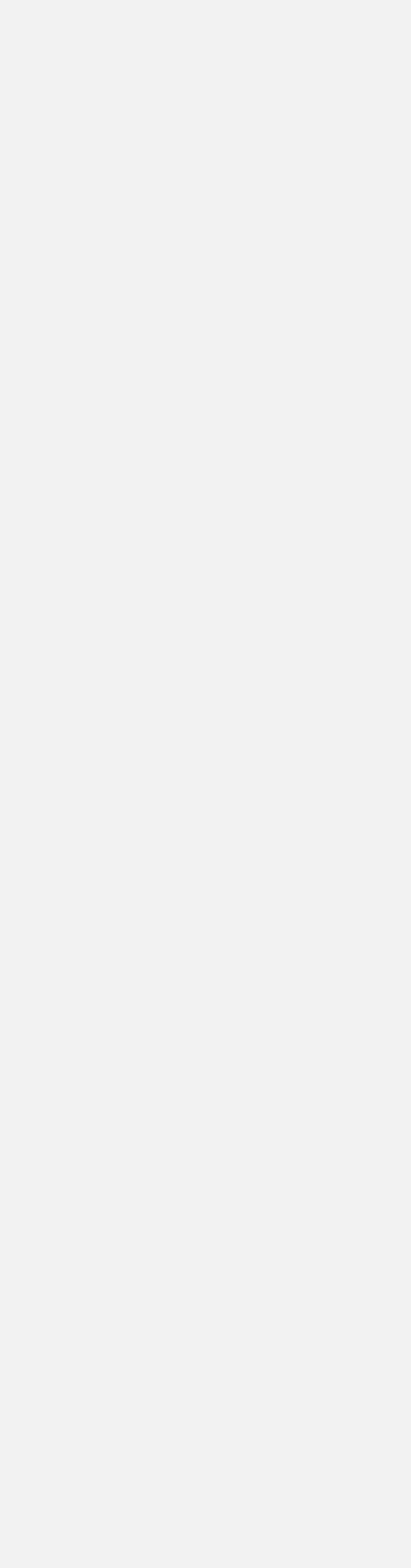
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Schedule "A"

**Clinic Assistant**

2012-04-01	\$17.99	\$18.66	\$19.24	\$19.88	\$20.53	\$21.15	\$21.78
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**Phlebotomist**

2012-04-01	\$21.96	\$22.65	\$23.30	\$23.95	\$24.60	\$25.22	\$25.95
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**A general wage increase to all rates and all ranges equal to that negotiated between Canadian Blood Services and the Ontario Public Service Employees Union Locals 210, 200, 160, 477, 5103 with effective dates between April 1, 2013 and March 31, 2015.**

Signed this, \_\_\_ day of \_\_\_\_\_

On Behalf of Employer

On Behalf of the Union

\_\_\_\_\_

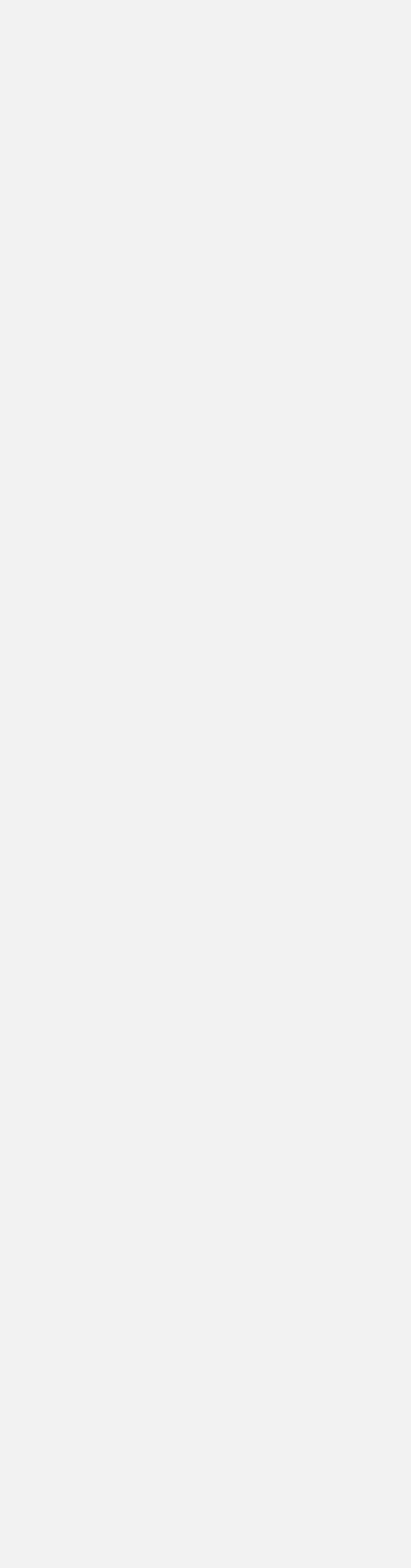
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Letter of Understanding

between

United Steelworkers Local 1-2010

and

Canadian Blood Services

Re: Insured Benefits - Cost Sharing

The parties agree that the cost sharing arrangements currently in existence shall remain unchanged for the term of the Collective Agreement, expiring March 31, 2015.

Signed this, \_\_\_ day of \_\_\_\_\_

On Behalf of the Employer

On Behalf of the Union

\_\_\_\_\_

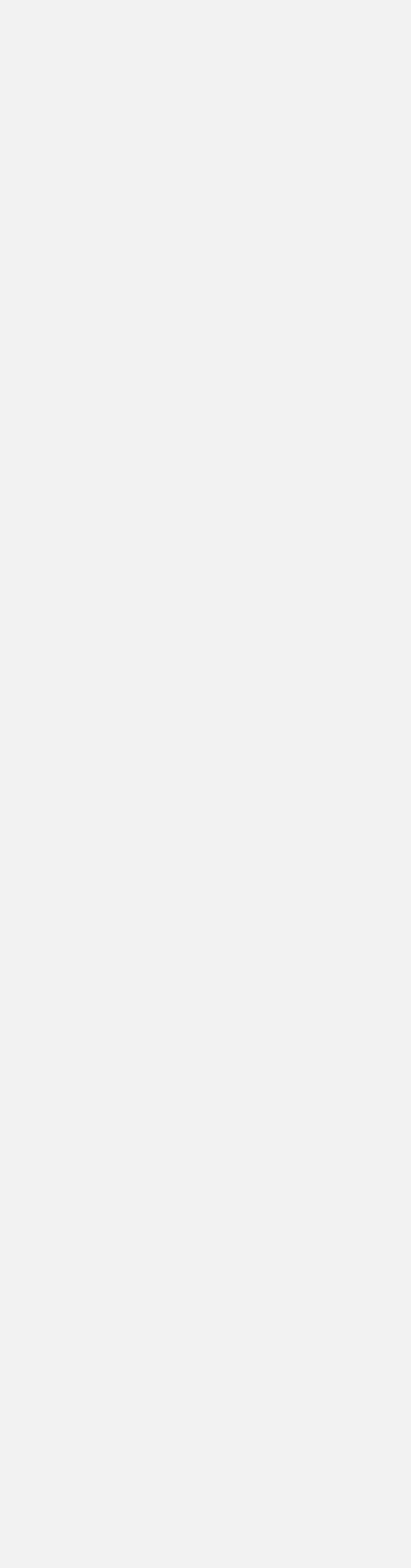
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MEMORANDUM OF UNDERSTANDING Between  
CANADIAN BLOOD SERVICES, SUDBURY CENTRE  
(hereafter referred to as "the Employer")  
and  
UNITED STEELWORKERS LOCAL 1-2010  
(hereafter referred to as "the Union")

Re: Canadian Blood Services Universal Benefits Plan

WITHOUT PREJUDICE OR PRECEDENT

Whereas the parties **have created and maintained** a Universal Benefits Plan which applies to all eligible employees at Canadian Blood Services, the Parties hereby agree that:

- #1 **All eligible** employees represented by the Union shall participate in the Universal Benefits Plan. Eligibility to participate in the benefits plan shall continue to be in accordance with the Collective Agreement.
- #2 **The** Universal Benefits Plan, as described in the attached plan summary, shall replace the benefit entitlements as described in the Article 20.01- Insured Benefits of the Collective Agreement.
- #3 The levels of coverage of the Universal Benefits Plan shall not be reduced from those levels in effect as of the date of signing of this Memorandum of Understanding.
- #4 The Employer shall make any future enhancements to the Universal Benefits Plan at its sole discretion.
- #5 If the Union no longer wishes to participate in the Universal Benefits Plan, it may indicate its intention to withdraw from the Plan concurrent with its notice to bargain as outlined in Article 29.02 of the Collective Agreement. The parties would then be free to negotiate levels of benefit coverage; after which time this Memorandum of Understanding shall be null and void. The level of benefits provided under the Universal Benefits Plan shall remain in effect for the duration of this Collective Agreement, the aforementioned notice period and during the negotiation period for a renewal Collective Agreement.

For the Purposes of this Memorandum of Understanding:

"The Parties" shall mean the Employer and the Union.

"Universal Benefits Plan" shall mean the extended health care, dental, life insurance,

accidental death and dismemberment insurance, long term disability and business travel accident insurance plans provided to non-union employees (and as amended by the attached plan description) as of the date of signing of this Memorandum of Understanding.

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

"Collective Agreement" shall mean the Collective Agreement between Canadian Blood Services, Sudbury Centre and the United Steelworkers Local 1-2010.

Signed this, \_\_\_\_ day of \_\_\_\_\_

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On Behalf of the Employer

On Behalf of the Union

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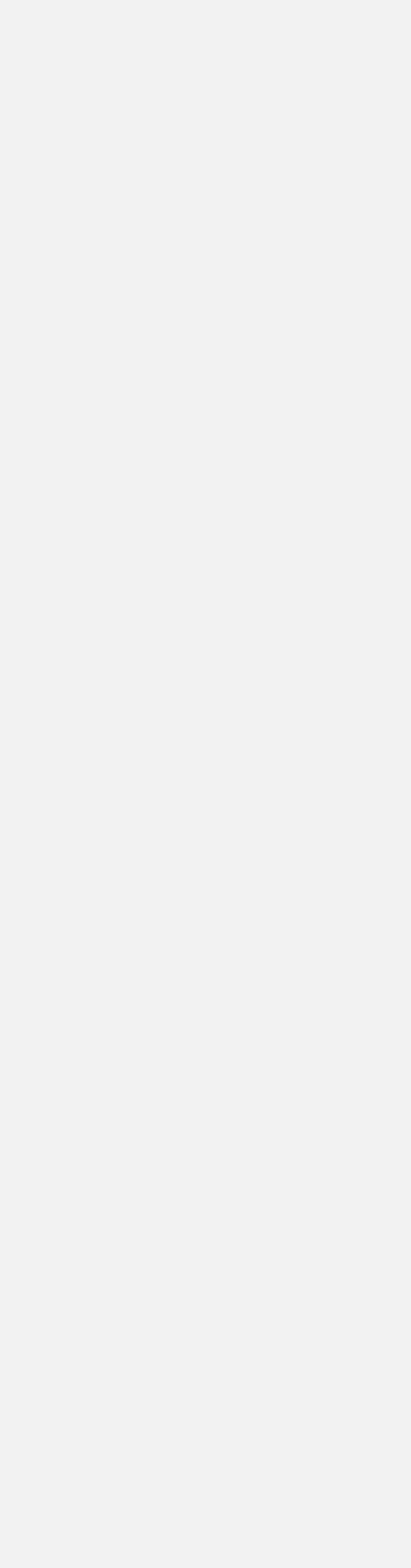
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**Canadian Blood Services  
Universal Benefits Plan**

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

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

<b>PLAN FEATURES</b>	
	65 & on each anniversary thereafter to the following percentage of original amount: 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
<b>Maximum Benefit</b>	<ul style="list-style-type: none"> <li>▪ without evidence: \$600,000</li> <li>▪ with evidence: \$1,000,000</li> <li>▪ combined maximums with Optional Life</li> </ul>
<b>OPTIONAL LIFE INSURANCE</b>	
<b>Premium Cost Sharing</b>	<ul style="list-style-type: none"> <li>▪ as per the Collective Agreement</li> </ul>
<b>Waiting Period</b>	<ul style="list-style-type: none"> <li>▪ same as Major Medical</li> </ul>
<b>Participation Basis</b>	<ul style="list-style-type: none"> <li>▪ employee coverage: not compulsory</li> <li>▪ dependent coverage: not applicable</li> </ul>
<b>Required Number of Hours</b>	<ul style="list-style-type: none"> <li>▪ same as Major Medical</li> </ul>
<b>Benefit Formula</b>	<ul style="list-style-type: none"> <li>▪ 1x or 2x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000</li> </ul>
<b>Maximum Benefit</b>	<ul style="list-style-type: none"> <li>▪ without evidence: \$600,000</li> <li>▪ with evidence: \$1,000,000</li> <li>▪ combined maximums with Basic Life</li> </ul>
<b>DEPENDENT LIFE</b>	
<b>Premium Cost Sharing</b>	<ul style="list-style-type: none"> <li>▪ as per the Collective Agreement</li> </ul>
<b>Waiting Period</b>	<ul style="list-style-type: none"> <li>▪ same as Major Medical</li> </ul>
<b>Participation Basis</b>	<ul style="list-style-type: none"> <li>▪ employee coverage: not applicable</li> <li>▪ dependent coverage: not compulsory</li> </ul>
<b>Required Number of Hours</b>	<ul style="list-style-type: none"> <li>▪ same as Major Medical</li> </ul>
<b>Benefit Formula</b>	<ul style="list-style-type: none"> <li>▪ Spouse</li> <li>▪ Each Eligible Child</li> </ul>
	<ul style="list-style-type: none"> <li>▪ \$10,000</li> <li>▪ \$5,000</li> </ul>
<b>BASIC ACCIDENTAL DEATH &amp; DISMEMBERMENT (AD&amp;D)</b>	
<b>Premium Cost Sharing</b>	<ul style="list-style-type: none"> <li>▪ as per the Collective Agreement</li> </ul>
<b>Waiting Period</b>	<ul style="list-style-type: none"> <li>▪ same as Major Medical</li> </ul>
<b>Participation Basis</b>	<ul style="list-style-type: none"> <li>▪ employee coverage: compulsory</li> <li>▪ dependent coverage: not applicable</li> </ul>
<b>Required Number of Hours</b>	<ul style="list-style-type: none"> <li>▪ same as Major Medical</li> </ul>
<b>Benefit Formula</b>	<ul style="list-style-type: none"> <li>▪ 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000</li> </ul>
<b>REDUCTION FORMULA</b>	<ul style="list-style-type: none"> <li>▪ employee at age 65: coverage immediately reduces at age 65 &amp; on each anniversary thereafter to the following percentage of original amount: 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69</li> </ul>
<b>VOLUNTARY AD&amp;D</b>	
<b>Premium Cost Sharing</b>	<ul style="list-style-type: none"> <li>▪ as per the Collective Agreement</li> </ul>
<b>Waiting Period</b>	<ul style="list-style-type: none"> <li>▪ same as Major Medical</li> </ul>
<b>Participation Basis</b>	<ul style="list-style-type: none"> <li>▪ employee coverage: not compulsory</li> <li>▪ dependent coverage: not compulsory</li> </ul>
<b>Required Number of Hours</b>	<ul style="list-style-type: none"> <li>▪ same as Major Medical</li> </ul>
<b>Benefit Formula</b>	<ul style="list-style-type: none"> <li>▪ Employee Coverage</li> </ul>
	<ul style="list-style-type: none"> <li>▪ units of \$10,000 to maximum of \$500,000</li> </ul>

PLAN FEATURES	
▪ <b>Family Coverage</b>	<ul style="list-style-type: none"><li>▪ spouse, no children: 50% of employee coverage</li><li>▪ spouse and <b>eligible</b> children: 40% of employee coverage for spouse &amp; 10% for each child</li><li>▪ <b>eligible</b> children only: 15% of employee coverage for each <b>eligible</b> child</li></ul>

Effective April 01, 2012

Letter of Understanding

between

Canadian Blood Services Sudbury Centre

and

United Steelworkers Local 1-2010

Re: Scheduling of Regular Employees

For the purposes of this Letter of Understanding, the following definitions shall apply:

The "Employer" shall mean Canadian Blood Services Sudbury Centre.

The "Union" shall mean the United Steelworkers Local 1- 2010.

"Employee" shall mean a regular part-time employee as defined in Article 5 of the Collective Agreement between the Employer and the Union.

"Seniority" shall mean seniority as defined by Article 11.01 of the Collective Agreement between the Employer and the Union.

"Work week" shall mean Monday to Sunday inclusive.

"Pay Period" shall be a two consecutive week period that commences at 0001 hours Monday and ends at 2400 hours on the Sunday occurring fourteen (14) days later.

"Mobile clinic" shall mean any clinic held outside the Sudbury Centre, currently located at 235 Cedar Street, Sudbury, Ontario.

"Permanent Site Clinic" shall mean any clinic held at the Sudbury Centre, currently located at 235 Cedar Street, Sudbury, Ontario.

ARTICLE 1 – SCHEDULING COMMITMENT

1.01 The Employer shall guarantee a minimum of forty (40) hours of pay per pay period to twelve (12) employees. This guarantee shall not apply to pay periods in which a Recognized Holiday occurs or the employee has taken an authorized leave.

**1.02 Any employees not addressed in 1.01 above, shall be guaranteed a minimum of twenty two and one half (22.5) hours of pay, per pay period. This guarantee shall not apply to pay periods in which a Recognized Holiday occurs or the employee has taken an authorized leave.**

- 1.03 After all employees referred to Articles 1.01 and **1.02** above have been scheduled to at least forty five (45) hours in a pay period, any remaining hours shall first be scheduled to employees, that have indicated an interest in working extra hours, on the basis of descending seniority. After which, any remaining hours will then be scheduled in inverse order of seniority, beginning with the least senior employee.
- 1.04 Employees possessing additional, required skills and abilities to perform work required by the employer may be scheduled hours which exceed the number of hours they would otherwise be entitled to under Article 1.03 above.

#### ARTICLE 2 – SCHEDULING REQUESTS

- 2.01 Any two employees, in the same classification, may exchange shifts (this includes “rest days”) with the prior approval of their supervisor, provided that the Employer shall not incur any additional costs over and above those which would have been incurred had the exchange not taken place. Any employee initiated shift exchange, will nullify the guarantee of hours as set out in Articles 1.01 and **1.02** above.
- 2.02 Following ratification the Employer **shall post four (4) Permanent Site Clinic and four (4) Mobile Clinic scheduling assignments.** Existing employees at the time of ratification shall be entitled to indicate their interest in such assignments in writing. The selected employees would then be scheduled exclusively to **Permanent Site Clinics or Mobile Clinics respectively**, except where operational needs require otherwise. The requirement to be scheduled at least forty five (45) hours per pay period under Article 1.03 shall not apply to the four (4) employees with Permanent Site Clinic scheduling assignments referred to in this article.
- 2.03 Employees assigned to Permanent Site Clinic scheduling assignments as defined in Article 2.02 above, shall be entitled to occasionally request to work on Mobile clinics. Such requests must be submitted in writing, at least eight (8) weeks in advance, and shall be subject to managerial approval.
- 2.04 Where Permanent Site Clinic shifts become available as a result of the absence of an employee with a Permanent Clinic Site scheduling assignment, an employee may request to be scheduled to such Permanent Site Clinic shifts. Such requests must be submitted in writing, at least eight (8) weeks in advance, and shall be subject to managerial approval.**

#### ARTICLE 3 – WEEKEND WORK

- 3.01 Saturday clinic shifts shall first be filled on a voluntary basis in descending order of seniority, after which they will be assigned on rotational basis amongst all employees in inverse order of seniority beginning with the least senior employee.



ARTICLE 4 - MODIFICATIONS TO THIS LETTER OF UNDERSTANDING

4.01 Should issues arise with respect to the application of this Letter of Understanding, the parties shall make a good faith effort to resolve such issues through the Labour Management Committee as contemplated by Article 8.01 of the Collective Agreement between the Employer and the Union.

Signed this \_\_\_ day of \_\_\_\_\_, 2010.

On Behalf of the Employer

On Behalf of the Union

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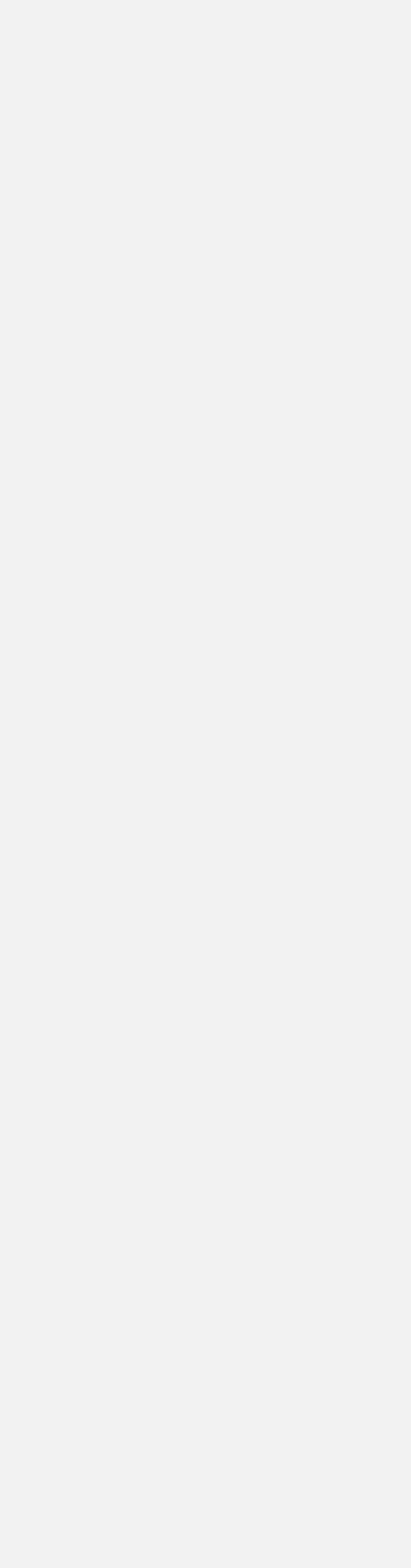
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**Memorandum of Agreement**

**Between**

**Canadian Blood Services**

(the "Employer")

**And**

**United Steelworkers – Local 1-2010**

(the "Union")

**Re: Sick Leave for Regular Part Time Employees**

WHEREAS the Employer and the Union are parties to a Collective Agreement having a term of April 1, 2012 to March 31 2015 and

WHEREAS a grievance dated April 26, 2007 has been filed by the Union and

WHEREAS the parties wish to fully and finally resolve the above named grievance and any related matters on a without precedent or prejudice basis, without admission of liability by either party,

NOW, THEREFORE, the parties agree that

1. For the remainder of the term of the current Collective Agreement, Article 18 – Sick Leave will be superseded by the following language;

**ARTICLE 18 – SICK LEAVE**

18.01 Regular full time and regular part time 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 per this Article.

18.02 The amount of sick leave credits an Employee has at a particular date is based on the Employee's length of continuous service in completed years to that date, less any sick leave that the Employee has taken in the previous five (5) year period.

18.03 Based on continuous service, sick leave credits will accrue for regular full time Employees as listed below:

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

A regular part time employee shall earn sick leave credits on a pro rata basis in a direct relation to her paid hours as compared with that of a full time employee.

18.04 If the employee has less than 75 days of credits at the time sick leave commences, additional sick leave will be provided, if required, to bring the total period of sick leave available to a maximum of 75 days at 66-2/3% pay.

When an employee returns to active employment following a period of sick leave, and the employee assumes the regular duties of the position at their regular hours of work, credits up to a maximum of 75 days at 66 2/3% will again be made available after the following intervals:

- a) one (1) month after return to active employment in the case of a new disability; or
- b) three (3) months after return to active employment in the case of recurrence of the same disability.

- 18.05 Sick days credited or made available under 18.04 above will not be accrued in the Employee's sick bank for future use.
- 18.06 A regular part time employee shall have access to utilize accrued sick leave credits for any shifts scheduled in advance, to a maximum of 7.5 hours per day. A regular part time employee who becomes unavailable for duty due to illness or injury for any time period in excess of a schedule as posted and confirmed shall have access to accrued sick leave credits based on an average number of paid hours in the previous twenty-six (26) weeks until such time as her sick leave credits expire or she is available for work.
- 18.07 An employee who will be absent from work shall contact her immediate Supervisor or designate, in accordance with operational protocol, by telephone on or before the first (1<sup>st</sup>) day of absence and prior to the commencement of her next scheduled shift. Failure to give notice without a reason satisfactory to the Supervisor may result in the non-payment of wages for the entire workday, and/or all other workdays and shall be deemed absent without leave.
- 18.08 An employee returning to work following one or more days absence shall inform her immediate Supervisor or designate, at least one work day prior to her intended return to work.
- If no notice of intent to return to work has been received, and the employee reports for work, she shall be sent home without pay if a replacement had been scheduled to work.
- 18.09 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.
- 18.10 Any employee who has given notice of resignation of employment shall not receive sick leave benefits during the period of notice.
- 18.11 Upon termination of employment all sick leave shall be cancelled and no payment shall be due therefore.

2. Employees Participating in the Three Tier Sick Leave Plan on the Date of Ratification

Employees who were participated in the three tier sick plan in accordance with the "Letter of Understanding Re: Insured Benefits, Dental Plan, Sick Leave and Vacation for Certain Employees" at the time of ratification of the April 1, 2006 to March 30, 2009 Collective Agreement will be credited with sick leave and length

of service as if their participation in the three tier sick leave plan had continued uninterrupted. That is, such Employees will be credited with the sick leave that they held as of the date of ratification, plus any sick leave that accrued from the date of ratification, less any required deductions for sick leave taken, in accordance with the three tier plan per item 1 above.

Such Employees will be require to repay, via payroll deduction, all money received as percentage in lieu of sick leave and the Union's agreement to this Memorandum shall be sufficient authorization for the Employer to make such deduction from the Employees' pay.

3. Employees Not Participating in the Three Tier Sick Leave Plan on the Date of Ratification

Employees who were not participating in the three tier sick plan in accordance with the "Letter of Understanding Re: Insured Benefits, Dental Plan, Sick Leave and Vacation for Certain Employees" at the time of ratification of the April 1, 2006 to March 30, 2009 Collective Agreement shall participate in the three tier sick leave plan as of November 14, 2007. Length of service for the purposes of the plan shall be calculated from November 14, 2007. Such Employees shall not be require to repay money received as a percentage in lieu of sick leave.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2012

For the Employer

For the Union

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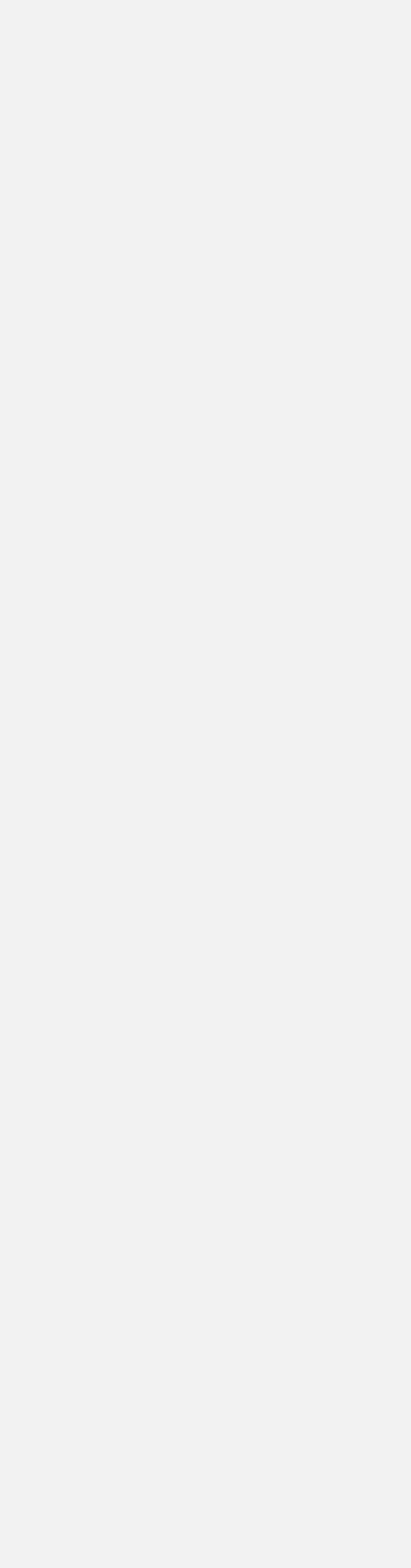
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**Memorandum of Agreement**

**Between**

**Canadian Blood Services**

(the "Employer")

**And**

**United Steelworkers – Local 1-2010**

(the "Union")

Re: Pre-Authorized Payment for Pension and Benefits

The parties agree that, notwithstanding the payment provisions set out in the collective agreement, the Employer may institute a system of automatic bank withdrawal for payment of the Employee's share of pension contributions and benefits premiums. Should such a system be implemented, Employees continuing benefits coverage or pension contributions in accordance with Article 22 – Pregnancy, Parental Leave or 19.01 c i & ii – Workplace Accident shall make payment by authorizing the Employer to make the required deductions from the Employee's bank account.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

For the Employer

For the Union

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