

COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN BLOOD SERVICES, NEW BRUNSWICK CENTRE

SAINT JOHN, NEW BRUNSWICK

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

-AND-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1655

(hereinafter called the "Union")

PARTY OF THE FIRST PART

January 1, 2016 to December 31, 2018

## TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE.....	3
ARTICLE 2 - RECOGNITION AND NEGOTIATIONS .....	3
ARTICLE 3 - MANAGEMENT RIGHTS .....	4
ARTICLE 4 - NO DISCRIMINATION .....	4
ARTICLE 5 - DEFINITION OF TERMS.....	4
ARTICLE 6 - OTHER THAN REGULAR FULL-TIME EMPLOYEES .....	5
ARTICLE 7 - CHECK-OFF.....	9
ARTICLE 8 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES .....	9
ARTICLE 9 - CORRESPONDENCE.....	9
ARTICLE 10 - RIGHT TO UNION REPRESENTATION.....	10
ARTICLE 11 - JOINT LABOUR MANAGEMENT COMMITTEE .....	10
ARTICLE 12 - GRIEVANCE PROCEDURE .....	10
ARTICLE 13 - ARBITRATION .....	13
ARTICLE 14 - HOURS OF WORK, OVERTIME, MEAL AND REST PERIODS, CALL-BACK AND CALL-IN .....	14
ARTICLE 15 - PAID HOLIDAYS.....	20
ARTICLE 16 - ANNUAL VACATION.....	20
ARTICLE 17 - SENIORITY .....	23
ARTICLE 18 - JOB POSTINGS/CLASSIFICATION .....	24
ARTICLE 19 - ADVERSE REPORT .....	26
ARTICLE 20 - LAYOFFS AND RECALLS .....	27
ARTICLE 21 - SICK LEAVE .....	30
ARTICLE 22 - LEAVE OF ABSENCE.....	32
ARTICLE 23 - SAFETY AND HEALTH.....	38
ARTICLE 24 - UNIFORM.....	39
ARTICLE 25 - BENEFITS PROGRAM .....	40
ARTICLE 26 - WAGES, ANNIVERSARY INCREMENTS, RETROACTIVITY, RETIREMENT .....	42
ARTICLE 27 - MEAL ALLOWANCES.....	43
ARTICLE 28 - BULLETIN BOARD .....	44
ARTICLE 29 - LODGINGS AND TRANSPORTATION.....	44
ARTICLE 30 - NO STRIKE AND NO LOCKOUT .....	45
ARTICLE 31 - INCLEMENT WEATHER.....	45
ARTICLE 32 - TECHNOLOGICAL CHANGE .....	45
ARTICLE 33 - DURATION AND TERMINATION OF AGREEMENT.....	46
SALARY SCHEDULE FOR NEW BRUNSWICK CENTRE .....	48
LETTER OF AGREEMENT RE: MONCTON SATELLITE SITE.....	49
MEMORANDUM OF UNDERSTANDING RE: POSITIONS .....	50
CBS DEFINED BENEFIT PENSION PLAN - SAMPLE CONTRIBUTION SCHEDULE.....	57
MEMORANDUM OF AGREEMENT - BENEFIT PREMIUMS DURING LEAVE OF ABSENCE .....	58
MEMORANDUM OF AGREEMENT - JOINT JOB EVALUATION .....	59

## **ARTICLE 1 - PREAMBLE**

- 1.01 The parties hereto agree that the operations of the Employer entail working methods, hours and processes which are peculiar to it. The parties hereto further recognize that the function of the Employer is that of a public service with a humanitarian purpose.
- 1.02 Whereas it is the desire of both parties to this Agreement to maintain and improve harmonious relations and settle conditions of employment between the Employer and the employees, to encourage efficiency in operation and to promote the morale, well-being and security of all employees in the bargaining unit of the Union. Now, therefore, the parties agree as follows:

## **ARTICLE 2 - RECOGNITION AND NEGOTIATIONS**

### **2.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees Local 1655 as the sole and exclusive collective bargaining agency for all of its clinic assistants, phlebotomists and drivers save and except those excluded by the Industrial Relations Act.

### **2.02 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, or when regular employees are not available, and provided that the performing of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employees. Notwithstanding anything in this article, the Supervisor, Field Logistics may perform work in the bargaining unit if all bargaining unit members are not available after the call-in list has been exhausted and call-in duties may be performed by persons outside the bargaining unit.

### **2.03 No Other Agreements**

This Collective Agreement constitutes the entire agreement between the parties and supersedes all previous agreements both written and oral. No employee shall be required to make an agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

### **2.04 Application**

This agreement applies and is binding on the Union, the employees, the Employer and its Agents.



## **2.05 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason sufficient copies of the Collective Agreement shall be printed and issued by the Employer to each employee and the cost of such shall be borne equally by the Employer and the Union.

- 2.06 Where the Collective Agreement provides for greater benefit, privilege, right or obligation than the Employment Standards Act, the Collective Agreement shall prevail.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 All functions, rights, powers and authority which the Employer has not abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

## **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that there shall be no discrimination, restraint or coercion exercised for any reason in violation of the Provincial Human Rights Act.
- 4.02 The Employer and the Union recognize the right of employees to work in an environment free from harassment. This shall not be construed to be a restriction of Management Rights.

## **ARTICLE 5 - DEFINITION OF TERMS**

- 5.01 The Employer agrees to notify every new employee of the "employee status" granted to her.
- 5.02 For the purposes of this Agreement the following definitions are given:
- a) Regular Full Time Employee - A regular full time employee is one who is regularly scheduled to work a minimum of seventy-five (75) hours bi-weekly and has been approved for permanent employment by the Employer after the completion of a probationary period in accordance with 5.02 b) below. An employee moving from regular part-time or temporary status must complete that portion of the probationary period not already completed as a regular part-time or temporary employee.
  - b) Probationary Employee - A probationary employee is one who has not completed the equivalent of seven hundred and thirty one and one-quarter (731.25) regular hours worked with the Employer. This probationary period may be extended for up to an additional four hundred and eighty



seven and a half (487 1/2) regular hours worked with agreement of the union. The employee will be evaluated prior to the end of the initial seven hundred and thirty one and one-quarter (731.25) regular hours worked probationary period and will be advised in writing of the reason for any such extension. Probationary employees will be entitled to all the applicable terms of this Agreement, subject to Article 6 for other-than-regular-full-time employees. If an employee is unsatisfactory in the opinion of the Employer, such employee may be terminated at any time during the probationary period without cause or notice and without recourse to the grievance procedure, provided the reasons for such discharge are not discriminatory or in bad faith.

The Effective date of any termination of employment during the probationary period shall not be a date that falls beyond the expiration of the probationary period.

- c) Regular Part-time Employee - A regular part-time employee is one who is regularly scheduled to work less than the hours of a regular full-time employee on a continuous and recurring basis.
- d) Temporary Employee - A temporary employee is one who has been employed, for a fixed period of time, as a regular employee or regular part-time employee to relieve for vacation, sickness or other reason.
- e) Day - Day shall mean working day unless otherwise specified.
- g) Gender - Wherever the feminine pronoun is used in this Agreement it includes the masculine pronoun where the contents so require and vice versa.

## **ARTICLE 6 - OTHER THAN REGULAR FULL-TIME EMPLOYEES**

### **6.01 Applicability of Agreement**

- a) Except as modified by this Article, all provisions of this collective agreement shall apply to regular part-time employees on a pro-rata basis when applicable.
- b) Temporary employees shall only be entitled to: wages, hours of work and overtime, call-back, call-in, meal and transportation allowance and the provisions of Articles 6.05, 21, 6.06 and 25.03 as specified in this agreement during a period of active employment. No other provisions of the collective agreement will apply; however, a formal discharge will not be made for reasons which are discriminatory or in bad faith.

## 6.02 Seniority

- a) A regular part-time employee changing her status to regular full-time or vice versa shall continue to earn seniority.
- b) Regular part-time employees shall not lose accumulated seniority rights while on approved leave of absence.

## 6.03 Benefits - Pension Plan

- a) Regular part-time employees who meet the eligibility criteria shall be required to participate in the Health benefit plans subject to the regulations and requirements of these plans.
- b) Subject to the regulations and requirements of the plan, regular part-time employees may be entitled to participate in the Pension Plan provided under this agreement contingent upon the employee meeting the eligibility criteria.
- c) Full-time employees who became regular part-time as a result of the July 5th, 1996, downsizing shall have their benefits administered as per the Memorandum of Settlement attached.

## 6.04 Paid Holidays

- a) On each pay cheque, regular part-time and temporary employees shall be paid in addition to their regular rate of pay, four per cent (4%) of their gross earnings in lieu of Paid Holidays.
- b) Regular part-time and temporary employees required to work on a Paid Holiday shall be paid, in addition to a) above, at one and one-half (1.5) times their regular rate of pay for all hours worked on the Paid Holiday.

## 6.05 Annual Vacation

- a) Regular part-time and temporary employees shall be paid in addition to their regular rate of pay, a percentage of their gross earnings in lieu of annual vacation pro rata to regular full-time employees-, pursuant to the following:

Employee's Continuous Service	% Paid in Lieu
Up to 7,800 regular hours paid:	Six percent (6%)
From 7,801 regular hours paid to 31,201 regular hours paid:	Eight percent (8%)



From 31,201 regular hours paid: Ten percent (10%)

- b) Such payment in lieu of vacation shall normally be made on each bi-weekly pay date.
- c) Notwithstanding Article 6.10 b), employees may elect to have their payment in lieu of vacation banked and paid out on the last pay date prior to the end of the fiscal year.

Within thirty (30) days of ratification of this agreement (January 1, 2016 – December 31, 2018) by the Union, each employee shall indicate to the Employer, in writing, whether they wish to have their payment in lieu of vacation paid on each pay date, or banked and paid out in accordance with this Article. Employees who do not submit their preference to the Employer within this thirty (30) day time frame shall be paid their percentage in lieu of vacation on each pay date in accordance with Article 6.10 b). The Employer will implement the employee preferences as soon as reasonably possible after the expiry of this thirty (30) day time frame.

- d) An employee may only alter her preference for payment in lieu of vacation for the subsequent fiscal year by providing written notice to the Employer of her desire to change her preference no later than January 15<sup>th</sup> of each year.
- e) Once an employee has indicated their preference for payment in lieu of vacation, such indication shall remain in place for the fiscal year, and cannot be changed.
- f) An employee may request to have her banked payment in lieu of vacation accrued to date, paid out on her next pay date, provided that such request is made at least ten (10) calendar days in advance of the next pay date. Such request may be made only three (3) times per fiscal year.
- g) After twelve (12) months of continuous service, regular part-time and temporary employees may apply for and receive annual vacation leave without pay up to a maximum of three (3) weeks, after 19,500 completed hours four (4) weeks and after 39,000 hours five (5) weeks (to be taken during the vacation year as defined in Article 16.03, and shall not be carried over beyond the vacation year) to be scheduled in accordance with Article 16.02 of this agreement.

#### 6.06 Regular Part-Time Employees' Defined FTE

Regular part-time employees shall be assigned a defined Full Time Equivalent (FTE) at the time of hire under the following conditions:

- a) The defined FTE shall be averaged over a six (6) week period.

- b) The number of regular part-time positions and the defined FTE's shall be determined by the Employer.
- c) All leaves of absences with or without pay shall count towards the defined FTE.
- d) The defined FTE for regular part-time employees shall be noted in such employees' employment offer letters.
- e) Regular part-time employees must commit to be available to work as scheduled by the Employer except as provided by any other provision of the Collective Agreement.
- f) After all regular part-time employees have been scheduled to their defined FTE, the Employer shall schedule remaining available work amongst regular part-time employees in accordance with Article 14.01 d) and by classification and department separately at each site subject to:
  - i) an employee's availability, training, qualifications, and ability, and;
  - ii) all other regular full time employees remaining current and competent, and;
  - iii) ensuring minimum levels of francophone clinic staff, and;
  - iv) there being no overtime thereby created.

An employee who is scheduled to work hours that conflict with any hours of an available shift as described above shall not be considered available for the purposes of 6.12 (f) (i) above.

- g) Notwithstanding the above, the Employer may reduce a regular part-time employee's defined FTE and such reductions shall be done in the reverse order of seniority by classification in the affected department separately at each site. The Employer may identify certain FTE's within which such reductions shall occur. Should such reduction exceed twenty (20%) percent of a regular part-time employee's FTE in a twelve (12) month period, such reduction shall be considered a layoff in accordance with Article 20.01.
- h) Should a regular part-time employee with a defined FTE obtain another job for any reason, she shall assume the defined FTE assigned by the Employer for that job.



## **ARTICLE 7 - CHECK-OFF**

- 7.01 The Employer shall deduct from every employee in the bargaining unit the regular dues uniformly payable by all members of the Union and the deduction of such Union dues are conditions of employment. The sums deducted pursuant to this Article shall be remitted to the address noted below, accompanied by a list of the names of those from whose wages the deductions were made, together with a total of the gross wages paid during the month, prior to the 15<sup>th</sup> of the following month. The annual amount of total dues deducted shall be included in the employee's T-4 slip.

Canadian Union of Public Employees  
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- 7.02 The Union shall forward to the Employer in writing, signed by the designated officials of the Union, any changes in dues before the Employer shall be obligated to make such deductions. The Employer will make such adjustments within thirty (30) days of being so notified.
- 7.03 The Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the deduction from wages of any employee for the payment of Union dues.

## **ARTICLE 8 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

- 8.01 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- 8.02 A newly hired employee during the first week of employment, shall be introduced to the Union Shop Steward who upon her request from her Department Supervisor shall be given an opportunity to interview the new employee during regular working hours without loss of pay.

## **ARTICLE 9 - CORRESPONDENCE**

- 9.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Human Resources representative of the Employer and the Secretary of the Union.
- 9.02 The Union shall advise the Employer in writing of the names of the CUPE Local 1655 Representatives (i.e., Secretary, Treasurer etc.). The Employer shall not

be required to enter into discussion or correspond with any representative until it has been so notified.

#### **ARTICLE 10 – RIGHT TO UNION REPRESENTATION**

10.01 Upon prior permission being obtained from the Employer, access to the Employer's premises shall be allowed to a designated representative of the Canadian Union of Public employees (i.e., non-employee) for the purpose of meeting with a union member(s), provided such meeting(s) shall not interfere with any of the operation(s) and department(s) concerned. Such permission shall not be unreasonably withheld.

10.02 It is further agreed that a designated representative of the Canadian Union of Public Employees (i.e., non-employee) shall be allowed to participate in scheduled negotiations between the parties for the purpose of renewing this Agreement.

#### **ARTICLE 11 - JOINT LABOUR MANAGEMENT COMMITTEE**

11.01 At either party's request a joint committee shall be established of not more than four (4) persons, composed of two (2) representatives of the Employer and two (2) representatives of CUPE Local 1655. The purpose of this Committee shall be to meet and confer on matters of mutual concern that may arise from time to time which are not properly the subject matter of a grievance or negotiations, nor shall such Committee have the power to add to, change or modify this Collective Agreement.

The meetings of the Committee shall be chaired by the Employer's representative and the Vice-Chairman will be selected by the Union.

11.02 The Committee shall meet as and when required upon the written request of either party within ten (10) working days. The party requesting the meeting must also concurrently submit in writing the agenda items that are to be discussed. Minutes of the meeting will be taken and distributed to the members.

11.03 Employees on the above-mentioned Committee shall not suffer any loss of pay as a result of attending such meeting during working hours.

11.04 The Union shall notify the Employer in writing, listing the names of employee representatives selected as current Committee members.

#### **ARTICLE 12 - GRIEVANCE PROCEDURE**

##### **12.01 Grievance Defined**

A grievance is defined as any difference or dispute arising out of interpretation, application, administration or violation of the Collective Agreement or a case



where either party to the Agreement has been alleged to have acted unjustly or improperly.

#### 12.02 Desirability of Prompt Settlement Through Informal Discussion

The Employer and the Union recognize the desirability of the prompt settlement of disputes through informal discussion and mutual understanding. Both parties to this Agreement agree that when an employee has a complaint that is susceptible of developing into a grievance, she shall be encouraged to discuss the matter with her Department Supervisor (department head) as soon as possible after the circumstances giving rise to the complaint occurs, and before the first step in the Grievance Procedure is implemented. If the employee so wishes, she may be accompanied by a Union Steward. The employee's Supervisor is enjoined to settle the grievance or otherwise inform the grieving employee of her (the Supervisor's) decision immediately.

#### 12.03 Union Stewards

- a) The Employer recognizes the right of the Union to appoint or elect Union Stewards whose duties shall be to service grievances on behalf of members of the bargaining unit. The Union shall notify the Employer in writing of the name of each current Union Steward before the Employer shall be required to acknowledge her.
- b) It is understood that Union Stewards and members of the Union have their work to perform on behalf of the Employer. If it is necessary to service a grievance during working hours, a Union Steward and/or member will not leave her duties without the permission of her Department Supervisor. Such permission shall not be unreasonably requested nor withheld. The Union Steward and/or member shall report to her Department Supervisor before resuming her regular work.

- 12.04 a) No grievance shall be formally considered where the circumstances giving rise to it occurred or originated more than ten (10) working days before the filing of the formal grievance.
- b) Where an employee alleges that she has a grievance as defined in 12.01 above, and after failing to obtain a satisfactory settlement from her Department Supervisor in the informal discussion stage (if such informal discussion had been earlier resorted to in accordance with 12.02 above) prior to the expiration of the ten (10) working day period requirement of 12.04 a) above, the following procedure shall apply:

##### STEP ONE

Within 10 working days after the alleged grievance has arisen, the employee accompanied by a Union Shop Steward if she so desires, may

take the matter up with her Supervisor, presenting the grievance in writing on forms agreed upon by the Employer and the Union. Failing any reply or satisfactory settlement within five (5) working days from such presentation the employee may proceed to Step Two.

### STEP TWO

Within 10 working days from the reply in Step One or within ten days after the expiration of the 5-day period referred to in Step One, whichever shall occur first, the employee, accompanied by her Union Shop Steward if she so desires, may take the written grievance to the Human Resources representative or in her absence, to her duly designated representative, who shall consider the grievance and render her decision in writing on the form provided in Step One within 10 working days from the presentation of the grievance.

### STEP THREE

Failing any reply or satisfactory settlement at Step Two, the Union may, by giving written notice to the Employer within 10 working days of the receipt of such reply, or upon the expiration of the 10-day time limit, declare its intention to refer the grievance to arbitration as provided in Article 13 herein.

#### 12.05 Policy Grievance - Union

The Grievance Procedure may be utilized by the Union in processing a policy grievance which is not a personal grievance involving the individual rights of an employee or group of employees which alleges a violation of this agreement. Such a policy grievance may be introduced by any two of the Union Executive at Step Two of the grievance procedure within 10 working days after the alleged violation of the agreement.

#### 12.06 Policy Grievance - Employer

If so required by a notice in writing from the Employer delivered to the Union, within five (5) working days after delivery of such notice, shall meet with the Human Resources representative of the Employer and/or any other representative or representatives of the Employer designated by the Human Resources representative, for the purpose of dealing with and disposing of any question concerning the application, interpretation of alleged violation of this agreement by the Union or by any representative of the Union or any employee in the bargaining unit. If any matter, properly the subject of a notice by the Employer to the Union as provided for herein, is not disposed of to the mutual satisfaction of both parties within 14 working days after delivery of the notice herein provided, the Employer may refer the matter to arbitration as provided in Article 13 hereof within 10 working days from the expiration of such 14-day



period.

#### **12.07 General**

- a) In determining the time within any step except arbitration under the foregoing provisions of this article, Saturdays, Sundays and the recognized statutory holidays shall be excluded.
- b) Notwithstanding Article 10.01, at any stage of the grievance procedure including arbitration the conferring parties may have the assistance of the employee or employees concerned, a designated representative of the Canadian Union of Public Employees (i.e., non-employee) and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to the premises and to view disputed operations and to confer with the necessary witnesses.

#### **12.08 Alleged Wrongful or Unjust Discharge or Suspension**

An employee alleging wrongful or unjust discharge or suspension shall commence the grievance procedure at Step Two of the Grievance Procedure and such commencement shall be within ten (10) working days after the alleged grievance has arisen. The employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.

#### **12.09 Time Limits**

Except in case of mutual agreement to extend or otherwise amend, the time limits prescribed under this Article shall be mandatory.

### **ARTICLE 13 - ARBITRATION**

- 13.01 A Board of Arbitration shall be composed of one member nominated by the Employer, one member nominated by the Union and a third member, who shall be the Chairperson, appointed by the other two members.
- 13.02 Within one week after either party hereto delivers to the other party a written notice requiring a grievance to be referred to a Board, each party shall notify the other party in writing of the name of its nominee as a member of the Board.
- 13.03 Should the members of a Board nominated by the Employer and the Union fail to agree on a third member within 10 days after they both have been notified in writing of the nomination of the other as a member of the Board, either party, after giving two days written notice, may apply to the Minister of Labour of the Province of New Brunswick for the appointment of a third member who shall be the Chairperson thereof.
- 13.04 No person shall be selected as a member of a Board who, directly or indirectly,

has been involved in discussions or negotiations respecting the grievances with which the Board is to deal.

- 13.05 The Board of Arbitration so established shall proceed as soon as practicable to hear and determine the grievance, difference or dispute submitted to it and shall make such decision as may finally dispose of the question in issue and the decision shall be final and binding on all parties.
- 13.06 The decision of the majority of the Board shall be the decision of the Board but if there is no majority, the decision of the Chairperson shall govern.
- 13.07 A Board of Arbitration shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms or provisions hereof. In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Arbitrator or Board of Arbitration shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Board may determine appropriate to finally settle the issue between the parties, and may give retroactive effect to its decision. Such decision shall be final and binding on all parties.
- 13.08 The Employer and the Union shall bear the fees and expenses of their respective nominees to the Board of Arbitration and the fees and expenses of the chairperson shall be borne equally by the Employer and the Union.
- 13.09 Notwithstanding anything contained in this Article 13 the parties to any grievance, difference or dispute may agree to submit such grievance, difference or dispute to a Single Arbitrator and upon such Single Arbitrator being chosen he shall be deemed to be the Board of Arbitration referred to herein and all provisions of this Article 13 shall apply insofar as possible.
- 13.10 Any of the time limits provided for in this article may be extended or shortened by mutual agreement.

**ARTICLE 14 - HOURS OF WORK, OVERTIME, MEAL AND REST PERIODS,  
CALL-BACK AND CALL-IN**

**14.01 Hours of Work**

- a) Hours of work for regular full-time shall be a total of seventy-five (75) hours to be scheduled over a two (2) week period, exclusive of unpaid meal breaks and inclusive of rest periods.
- b) Unless otherwise specified, hours of work for regular part-time and temporary employees are less than those for regular full-time employees. Articles 14.01 a), 14.01 c) shall not apply to other than regular full-time



employees.

- c) A regular full-time employee shall be paid for seventy-five (75) hours in a bi-weekly period if, through no means attributable to her, she has been scheduled by the Employer to work less than seventy-five (75) hours in a bi-weekly period.
- d) Qualified and available part-time employees shall have their hours distributed on the basis of seniority within their classification, subject to all other-than-regular-full-time employees remaining current and competent and there being no overtime thereby created.
- e) There shall be no scheduled shifts of less than four (4) hours.

#### 14.02 Scheduling

- a) Changes to the work week will be planned by the Employer, in consultation with the employees concerned and shall, unless otherwise mutually agreed between the employees concerned and the Employer, observe the conditions listed hereinafter:
  - i) A maximum of six (6) consecutive days of work between day(s) off;
  - ii) A minimum of four (4) days off in a two (2) week period. Normally, each employee shall receive two (2) consecutive days off each week. However, no employee shall have the two (2) days split more than once in any three week period unless otherwise agreed.
  - iii) A minimum of ten (10) hours between the cessation of work and the commencement of his/her next workday.
  - iv) Alternate weekends off shall be granted as often as reasonably possible, with each employee receiving a minimum of every third weekend off. This provision shall not apply to Drivers.
- b) The hours and days of each employee, excluding temporary employees, shall be posted in an appropriate place at least three (3) weeks in advance (subject to in-city location and time); however, subject to change in case of an emergency or staff replacement due to unexpected absence.
- c) Shifts on Saturday or Sunday shall be scheduled amongst qualified employees as equitably as possible. Regardless the foregoing, the Employer shall not be required to schedule an employee for such a shift if such employee would incur overtime subject to the averaging principle.
- d) Shifts that become available after the confirmed schedule is posted shall

be offered to qualified employees who normally work at the site where the shifts are available in descending order of seniority on a rotational basis, subject to operational requirements. Should no such employee accept such a shift, the Employer shall assign the shifts to qualified employees at the site where the shifts are available in ascending order of seniority, subject to operational requirements. Should no qualified employee be assigned at that site, the Employer may then offer the shifts to qualified employees in descending order of seniority on a rotational basis at the other site, subject to operational requirements. Regardless the foregoing, the Employer shall not be required to schedule an employee for such a shift if such employee would incur overtime subject to the averaging principle.

- e) If, during the scheduling of drivers:
  - i) All drivers have been scheduled for minimum of seventy-five (75) regular hours for the averaging period, and;
  - ii) Additional shifts for drivers are available during the averaging period that have not yet been scheduled;

such additional shifts shall be offered to drivers in descending order of seniority on a rotational basis, subject to operational requirements. Should no such driver accept such a shift, the Employer shall assign the shifts to qualified employees in ascending order of seniority, subject to operational requirements.

- f) There shall be no split shifts implemented during the term of this Agreement except by mutual consent between the Employer and employee.

#### 14.03 Overtime

- a) The overtime rate shall be one and one-half times the employee's regular hourly rate of pay, exclusive of premiums and payment(s) in lieu.
- b) A regular full-time, regular part-time, or temporary employee shall receive the overtime rate when she is authorized to:
  - i) Work in excess of seventy-five (75) regular hours in a bi weekly pay period, or;
  - ii) Work in excess of eleven and one quarter (11.25) hours in a work day, exclusive of unpaid meal breaks, or;
- c) Notwithstanding Article 14.03 b), an employee who, by virtue of her date of hire, currently receives the overtime rate for hours worked in excess of



nine (9) hours in a work day shall continue to receive such rate for such hours worked.

- d) In case of overtime, a regular full-time employee shall be given the choice of receiving pay or compensating time off with pay to a maximum of thirty-seven and one half (37.5) hours. An employee must indicate her choice of compensating time off with pay in writing to her Department Supervisor at the outset of the averaging period. Should the Employer be unable to give the employee the time off within thirty (30) days, she shall receive pay for the overtime worked at the overtime rate.
- e) Employees may be granted compensating time off as contemplated by Article 14.03 d) above during the three (3) week posted schedule subject to the operational requirements of the Centre. If operational requirements do not permit, such time off will be granted provided the employee secures suitable replacement by an employee not otherwise scheduled to work at no premium-cost to the Employer.
- f) Work performed within 10 hours of the end of one working day and the commencement of the next working day shall constitute overtime and will be paid at the rate of time and one-half (1-1/2). (i.e., employee's scheduled shift ends at 11 p.m. and her next scheduled shift commences at 8:30 a.m., the employee shall be paid at the rate of time and one-half (1-1/2) for the first one-half (1/2) hour and at straight time for the remainder of the shift.). The provisions of this article are considered to be outside the Hours of Work of averaging principle.

#### 14.04 Meal and Rest Periods

The hours of work defined in Article 14.01 will be deemed to:

- a) Exclude a meal period of not less than 30 minutes nor more than 90 minutes to be scheduled by the Employer during each normal workday, exclusive of travel time on mobile clinics, when no immediate eating facility is available. Lunch periods shall not be scheduled before 11:00 a.m. and dinner periods shall not be scheduled before 4:00 p.m. subject to the operational requirements of the clinic.
- b) Where the scheduled hours of work are five (5) hours or more a meal period shall be provided within the first five hours.
- c) Include a rest a period of fifteen (15) minutes as scheduled by the Employer during each three and three-quarter (3 3/4) hour period of scheduled work, always subject to clinical demands.
- d) No rest period need be provided by the Employer if scheduled hours of work are less than three and three-quarter (3 3/4) hours in any one day.

14.05 If meal or rest periods scheduled by the Employer cannot be provided as outlined in Article 14.04 due to an emergency, the employee shall be paid time and one-half (1-1/2) outside the averaging period for any time for meal or rest periods that cannot be rescheduled.

14.06 Call Back

- a) If an employee is called back to work she shall have the choice of time or pay for all hours worked calculated at the rate of time and one-half (1-1/2) or for a minimum of 3 hours at the overtime rate of time and one-half (1-1/2) whichever is the greater.
- b) The employee shall express in writing to her Department Supervisor, her choice of compensating time off for pay when the hours of work are submitted.
- c) If an employee is called back to work on a designated statutory holiday, she shall have the choice of time off or pay for all hours worked at the rate of time and one-half (1-1/2) or for a minimum of three (3) hours at the overtime rate of time and one-half (1-1/2) whichever is the greater and the employee will also receive time off equal to the actual hours worked on the designated holiday.
- d) An employee who is called back to work and completed the work in less than the minimum three (3) hours and is subsequently recalled within the said three (3) hour period, shall receive only the benefit of the three (3) hour minimum once. However, should the total time on call exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.
- e) When an employee is called in to work outside her normal hours or while on standby, she shall either be provided with transportation (taxi) from her place of residence to the Centre and return or the Employer shall pay such employee, (39 cents per kilometre, inclusive of all taxes) if the employee's own vehicle is used.
- f) Compensating time accrued from Call Back shall be considered to be outside the Hours of Work and the averaging principle.

14.07 Shift Cancellation

Employees who are provided less than eight (8) hours notice of shift cancellation shall be paid for scheduled hours to a maximum of seven and one-half (7 1/2) hours. At the discretion of the Employer, the employee may be assigned alternate duties up to the seven and one-half (7 1/2) hour period.



14.08 On mobile clinics all travel time authorized by the Employer and standby time between sessions, shall be considered as time worked and the employee will be credited with paid time for all such hours. It is understood that time between the end of a session on one working day and the beginning of a session on another working day shall not be considered standby time for the purposes of this article.

14.09 a) Compensating time accrued to a maximum of thirty-seven and one-half (37.5) hours in accordance with 14.03 d), 14.06 a), b), c) and 15.04 shall be considered to be outside the Hours of Work and the averaging principle. Any compensating time earned in excess of thirty-seven and one-half (37.5) hours will be paid at the employee's straight time rate.

b) Notwithstanding the foregoing, the Employer reserves the right to clear its accounts by cashing out any unscheduled or unassigned compensating time as at March 1 of any year.

#### 14.10 Weekend Premium

An employee who works between 00:01 Saturday and 23:59 Sunday shall be paid a premium of one dollar and fifty cents (\$1.50) for each hour so worked.

#### 14.11 No Pyramiding

No employee shall be paid any overtime or any premium more than once for the same hours so worked.

#### 14.12 Shift Premium

Effective the date of ratification of the Collective Agreement (January 1, 2016 to December 31, 2018), the following shift premiums shall apply:

An employee who works between 1900 and 2359 shall be paid a premium of one dollar (\$1.00) for each hour so worked.

An employee who works between 0000 and 0759 shall be paid a premium of twelve percent (12%) of such employee's regular hourly rate of pay for each hour so worked. This premium shall not apply to shifts that begin on or after 0500.

#### 14.13 Training Premium

An employee assigned by the Employer to provide training that requires a sign-off on training records shall be paid a premium of one dollar (\$1.00) for each hour preparing for training and conducting training. Training includes instruction and demonstration of matters, and retraining.

## **ARTICLE 15 - PAID HOLIDAYS**

- 15.01 An employee does not qualify for a paid holiday if the employee does not work her scheduled work day immediately before and after the holiday except when an employee's absence occurs during an approved paid leave. Notwithstanding the above, if an employee is requested to work on a paid holiday as outlined in Article 15.01, she shall be compensated in accordance with Article 15.04.

### **Paid Holidays**

- |                      |   |
|----------------------|---|
| 1. New Year's Day    | 10. Christmas Day   |
| 2. Good Friday       | 11. Boxing Day (subject to the approval of the employer each employee will have the option of choosing either the day after Christmas or the day after New Year's as Boxing Day |
| 3. Easter Monday     |   |
| 4. Victoria Day      |   |
| 5. Canada Day        |   |
| 6. New Brunswick Day |   |
| 7. Labour Day        | 12. ½ day off before Christmas Day and ½ day off before New Year's Day  |
| 8. Thanksgiving Day  |   |
| 9. Remembrance Day   |   |

Any other day proclaimed as a legal holiday for all citizens, by the Federal or Provincial Government.

### **15.02 Holiday Falling in Vacation Period**

If any of the above holidays coincide with an employee's annual vacation, such holiday shall not be considered a vacation day.

### **15.03 Holiday Falling on Scheduled Day Off**

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay in lieu immediately preceding or following such holiday.

- 15.04 When an employee is scheduled to work on a paid holiday as defined in Article 15.01 she shall receive pay at the rate of time and one half (1-1/2) for all hours worked, or a minimum of three (3) hours at the rate of time and one half (1-1/2), whichever is the greater, and shall receive compensating time off equal to all hours worked.

## **ARTICLE 16 - ANNUAL VACATION**

### **16.01 Annual Vacation Entitlement**

- a) Employees with less than one year of service shall be entitled to a pro-rata vacation calculated on the basis of 1-1/4 days for each completed



calendar month worked.

- b) Each employee with one year of continuous service but less than 4 years of continuous service shall earn vacation at the rate of 1-1/4 days for each completed calendar month worked, to a total of 15 days.
- c) On completion of 4 continuous years of service each employee shall earn vacation entitlement at the rate of 1-2/3 days for each completed month worked, to a total of 20 days.
- d)
  - i) On completion of 16 continuous years of service each employee shall earn vacation entitlement for each completed month worked, to a total of 21 days.
  - ii) On completion of 17 continuous years of service each employee shall earn vacation entitlement for each completed month worked, to a total of 22 days.
  - iii) On completion of 18 continuous years of service each employee shall earn vacation entitlement for each completed month worked, to a total of 23 days.
  - iv) On completion of 19 continuous years of service each employee shall earn vacation entitlement for each completed month worked, to a total of 25 days.

#### 16.02 Choosing Vacation Period

- a)
  - i) The Employer shall determine the number of employees who may be on vacation during any period.
  - ii) Operational requirements permitting more than one (1) employee from any department may be allowed vacation at the same time.
- b) Vacation schedules shall be prepared separately at both the Moncton and Saint John sites with preference given to the employees with the most seniority within each classification. Notwithstanding the foregoing, employees shall be permitted to use their seniority for preference in vacation scheduling for no more than three (3) distinct, non-consecutive periods of vacation per vacation year. For greater clarity, periods of vacation that are separated only by regularly scheduled days of rest shall be considered as one period of vacation for the purposes of this Article.
- c) The Employer shall post, no later than January 15th each year, a list upon which employees will indicate their choice of vacation. Employees will have until February 15<sup>th</sup> to indicate their choice of vacation. The vacation schedule shall be posted not later than April 1st and shall not be changed

unless mutually agreed by the employee and the Employer.

- d) Employees who have not made their selection of vacation dates by March 1st of each year shall be entitled to have their vacation entitlement scheduled on a first come first served basis, except in a situation where two or more employees are competing at the same time for the same dates in which case the vacation entitlement shall be given to the employee with the greatest seniority in accordance with article 16.02 (a).
- e) Employees who have not requested vacation by October 1 of the current vacation year may have any unused vacation scheduled or assigned within the current vacation year, subject to 16.03 (c), and (d).
- f) An employee's anniversary date shall be the date of commencement of an employee's employment, subject to the terms and conditions of particular leaves which an employee may utilize.
- g) An employee shall be permitted to receive her vacation entitlement in an unbroken period unless otherwise mutually agreed.
- h) An employee who is prevented from taking part or all of vacation entitlement due to extended illness or Worker's Compensation and with mutual agreement between the employee and the Employer may have their accrued vacation days either deferred to the following calendar year or be paid for any unused vacation. Failing mutual agreement, such deferral or payment shall be at the discretion of the Employer.

16.03 When Vacation May be Taken

- a) The vacation year shall be from April 1 to March 31.
- b) By mutual agreement between the Department Supervisor concerned and the employee, vacation periods may be changed and broken up in periods of less than one (1) week. However, vacation may not be taken for periods less than the scheduled hours in any one work day, unless otherwise mutually agreed.
- c) Annual vacation must be taken prior to March 31 in any year except as provided in 16.03 d), below.
- d)
  - i) Upon request, and subject to operational requirements, up to five (5) days annual vacation entitlement may be deferred to the following vacation year. Such deferred vacation must be used up prior to June 1st of the following vacation year.
  - ii) Requests to defer annual vacation are to be received, in writing, by the Department Supervisor no later than January 1st in any year.



- iii) It is understood that the Employer may defer vacation in situations where an employee is still on probation.
- iv) An employee who is prevented from taking her deferred vacation due to extended illness or workers compensation and where such vacation cannot be rescheduled or assigned in accordance with Article 16.02 d) shall be paid for any unused vacation.

#### 16.04 Termination

- a) Upon termination, annual vacation earned but not taken will be reimbursed at the employee's current rate of pay.
- b) Upon termination, annual vacation taken but not earned will be recovered by the Employer at the employee's current rate of pay in her final pay cheque.

### ARTICLE 17 - SENIORITY

#### 17.01 Seniority Defined

Seniority is defined as the length of continuous service of an employee in the bargaining unit and shall be used as a factor in determining preference or priority for vacation scheduling, scheduling, offering of additional shifts, promotions, transfer, layoffs and recalls, subject to the provisions of this Agreement. The right of seniority is acquired after an employee successfully completes her probationary period and is retroactive to the last day of commencement of employment in the bargaining unit. Seniority shall operate on a bargaining unit wide basis, provided that where an employee claims seniority across classification, she has the qualifications and ability for the new classification. The Employer shall be the sole judge of such qualifications and ability but shall not exercise its discretionary powers in an arbitrary or discriminatory manner.

Employees hired on the same day shall have their seniority order determined by a lottery mutually agreed upon by the Parties.

#### 17.02 Seniority List

The Employer shall maintain a seniority list showing the seniority by each employee from their last date of hire in the bargaining unit. A seniority list shall be sent to the Union in January of each year, showing the seniority of each employee as of December 31<sup>st</sup> of the previous year.

#### 17.03 Loss of Seniority

An employee shall only lose her seniority in the event:

- a) She is discharged for just cause and is not reinstated.
- b) She resigns.
- c) She is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) She fails to return to work within ten (10) working days following a layoff and after being notified by either personal service or by registered letter addressed to her last known address with the Employer unless the failure to return is through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her correct current address.
- e) She is laid off for a period longer than one (1) continuous year.

17.04 An employee shall retain her seniority but not accumulate seniority when she is granted a leave of absence without pay under Article 22, unless such leave is for union matters.

17.05 An employee shall retain seniority and continue to accumulate seniority when such employees:

- a) are on leave of absence for union matters; or
- b) are in receipt of Worker's Compensation benefits; or
- c) Are on approved leave of absence under Article 22; or
- d) Are absent from work under Maternity Leave/Adoption Leave/parental Leave.

17.06 It is understood that seniority for the purposes of scheduling and offering of additional shifts shall be limited to seniority accrued in the employee's current classification from their most recent date of hire in that classification.

## **ARTICLE 18 - JOB POSTINGS/CLASSIFICATION**

### **18.01 Job Postings**

- a) Where a job vacancy within the bargaining unit occurs or a new job is created, which has to be filled, the Employer shall post a notice thereof on the Canadian Blood Services intranet for a minimum of ten (10) working days. A copy of such notice shall be sent to the Union. The notice shall include a brief description of the duties of the position, qualifications, and



the salary range of the positions.

- b) In filling job vacancies including promotion, transfers, and new positions, within the bargaining unit, the job shall be awarded within a reasonable period from the closing date of the posting, to the senior applicant possessing the required qualifications. The Employer shall be the sole judge of such qualifications but shall not exercise its discretionary powers in an arbitrary or discriminatory manner.
- c) An employee selected to fill a position in another classification or department, will be on a trial period of four hundred and eighty seven and one half (487.5) hours. Should the employee choose or fail to succeed during her trial period, she shall be reinstated to her former position without loss of seniority.

#### 18.02 Filling of Vacancies

- a) When two (2) or more employees are vying to occupy a vacancy, the provisions of Article 18.01 b) shall apply. Seniority will be determined at the time of selection subject to Article 6.02.
- b) The employee selected to fill a position in the same classification as that she previously held must undergo the probationary period not completed during her employment.

The employee selected to fill a position in another classification than she previously held must undergo either the probationary period not completed during her employment, or a trial period of four hundred eighty-seven and a half (487.5) regular hours worked, whichever is greater.

Should the employee fail to succeed during her trial period, she shall be reinstated in her former position without loss of seniority.

- c) On appointment to a regular position all benefits of this Agreement not previously applicable will apply and commence to accrue from the date of appointment to the that regular position subject to the regulations and eligibility requirements applicable to regular employees.
- d) In the case of an appointment in the same job classification, the employee will be given credit for previous hours worked and will receive an increment upon the completion of 1950 regular hours worked which will then establish the anniversary date for future increments.
- e) In the case of an appointment to a different job classification, the employee's anniversary date for the purpose of annual increments shall be the date of appointment to the new classification.

18.03 The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment in respect to the bargaining unit.

18.04 New Classifications

- a) If the Employer creates a new position classification to be included in Schedule "A", it shall establish the job description and wage rate and give written notice to the Union of the new wage rate.
- b) If the Union objects within thirty (30) days of receipt of the written notice from the Employer of the wage rate, such objection shall become the basis of a meeting between a representative of the Union and a representative of the Employer. Should such meeting result in a revision to the wages, the wage rate shall be retroactive to the date of implementation of the new position classification, unless otherwise mutually agreed.
- c) Failing resolution to the objection, the matter may be referred to arbitration in accordance with Article 13 of the Collective Agreement.

18.05 Where an employee and/or the Union feel a position is incorrectly classified, a question shall be directed to the Human Resources representative in writing. The Human Resources representative shall reply in writing within twenty (20) days and may call a meeting of the parties to discuss the complaint. Any change resulting from the complaint shall be retroactive to the time the complaint was first filed by the employee and/or Union.

If within twenty (20) days following the final discussion on the matter, the parties are unable to resolve the complaint, such complaint may be submitted to grievance and arbitration in accordance with Articles 12 and 13 of the Collective Agreement.

18.06 Without the necessity of posting in accordance with Article 18, when an employee is unable to perform his/her regular duties due to a medically substantiated disability, the Parties will make every reasonable effort to relocate the employee in a position which is consistent with the disability. The Employer shall not displace any other employee, except a probationary employee, from their position, in order to effect this location.

18.07 The Employer agrees to provide updated copies of completed job descriptions to the Union when changes are made.

**ARTICLE 19 - ADVERSE REPORT**

19.01 As part of a formal disciplinary process, and following an investigative interview with the employee, any resulting notice of discipline shall be in writing. This notification shall include particulars of the work performance which led to such a



disciplinary action. If this procedure is not followed the disciplinary action shall not become a part of her record for use against her at any time.

- 19.02 The record of the employee shall not be used against her after one (1) calendar year has elapsed, providing another warning or reprimand has not been given within that period, and such period has been one of active employment. In this regard, any absence in excess of two (2) weeks will thus extend the period for the warning or reprimand to be removed.
- 19.03 The employee shall be responsible to see that any such documents are removed from her file.
- 19.04 The employee's written reply to such notification of dissatisfaction shall become part of her record.
- 19.05 Employees shall be granted an opportunity to view their personnel files in the presence of the Human Resources representative or designate if so requested in advance.
- 19.06 An Employee shall not be disciplined or dismissed without just cause and having a fair investigation. The Employer shall inform employees of their right to have a union representative present at any time during investigative meetings, provided that this does not pose any unreasonable delay in conducting the investigative meetings. Prior to any disciplinary action copies of all statements shall be furnished to the union.

## **ARTICLE 20 - LAYOFFS AND RECALLS**

- 20.01 A lay off shall be defined as an elimination or reduction in a permanent regular full-time employee's regular hours of work, or a reduction in the hours of work for guaranteed regular part time positions, or a reduction in a regular part-time employee's defined Full Time Equivalent of greater than twenty percent (20%) in a twelve (12) month period, as defined in this Agreement.

### **Role of Seniority in Layoffs**

Subject to Article 6.06 g), both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be given layoff notices at the affected site in the reverse order of their classification seniority, provided that senior employees who remain at work, if not immediately qualified to perform the duties required, shall be provided with up to two (2) months of training/orientation from the date of notice.

### **20.02 Recall Procedure**

- a) Employees shall be recalled in the order of their seniority, providing they are qualified to do the work, without the necessity of posting in

accordance with Article 18.

- b) When recalled to regular full time service, an employee shall return within two (2) weeks of notice of recall. Failure to report within two (2) weeks of recall will result in loss of recall right.

#### 20.03 No New Employees

No new employees will be hired until those laid off employees with seniority have been given an opportunity of recall.

#### 20.04 Advance Notice of Layoff

- a) The Employer will endeavor to give the Union notice, in writing, at least ninety (90) days prior to the implementation of operational changes which will result in the indefinite reduction in regular full-time hours or regular full-time and regular part-time positions.
- b) The Employer shall meet with the Union within ten (10) days of such notice for the purpose of discussing the impact such operational changes will have on the workforce. Such discussion may include, but will not necessarily be limited to the following areas:
  - i) The rationale for the changes.
  - ii) The Projected staffing levels required to meet the needs of the changed operations.
  - iii) Projected time frames.
  - iv) Investigating the viability of alternatives which may be suggested by the Union.
- c) Except in case of emergency or in case of reduction in the work force of five (5) days or less, the Employer shall notify employees, excluding temporary employees, who are to be laid off - 10 working days prior to the effective date of layoff to employees with less than one year of service, 20 working days prior to the effective date of layoff to employees with more than one year but less than 5 years of service, 30 working days prior to the effective date of layoff to employees with 5 years of service or more.
- d) If the employee has not had the opportunity to work the notice period stated above after notice of lay off, she shall be paid in lieu of work for that period of time during which work was not made available.

20.05 An employee who is affected by layoff will be entitled to claim the job of another employee in an equal or lower classification subject to the following condition;



- a) That such other job is held by an employee with less seniority
- b) That such employee claiming the job has the minimum qualifications to perform the job. Where such an employee does not meet the minimum qualifications at the point of notice, and where such employee may reasonably be expected to qualify within two (2) months following the date of notice, then such employee shall be provided the opportunity during this time to qualify. The Employer will assist such employee towards meeting the minimum qualifications, however, the Employer is not strictly obligated to provide training beyond that provided to new hires. The Employer shall not assess qualifications of the employee in an arbitrary manner.

Where a displacing employee is not successful in attaining the minimum qualifications, Article 20 shall apply, unless other arrangements are agreed to by the parties.

- c) The pay scale for such claimed job, shall be equal to or lower than the claiming employee's previous pay scale. When such displacement has taken place, the claiming employee shall be placed on the step of the new pay scale which is closest to the rate s/he was being paid in his/her previous position.
- d) Any employee who exercises rights under this clause shall do so within two (2) working days of his/her notice of layoff or displacement.
- e) No temporary employees shall be utilized where there are qualified laid off employees within the applicable classification who are available to do the work.
- f) Laid-off employees may indicate their availability to temporary opportunities. This availability will not affect their recall rights.
- g) Employees who chose to work in a lower classification to avoid a layoff shall have the first opportunity to fill an opening in the employee's former classification in order of seniority, without the necessity of posting in accordance with Article 18.

20.06 Grievances concerning layoffs shall be commenced at Step 2 of the grievance procedure and such commencement shall be within 10 working days after the alleged grievance has arisen.

#### 20.07 Continuation of Benefits

During any period of lay off of one (1) months duration, the Employer shall keep in effect the employee's hospital, supplementary health, long term disability, and

group life insurance coverage, provided the employee arranges with the Employer prior to the commencement of lay off the prepayment of premiums thereof. The employee will not be entitled to paid holidays occurring during any period of lay off.

#### **20.08 Voluntary Termination**

Concurrent with issuing layoff notification to employees, the Employer shall consider requests from employees in the affected classification(s) and department(s) to voluntarily terminate their employment in the following manner:

- a) The Employer will canvass employees in the affected classification(s) and department(s) to determine whether any of those employees request to voluntarily terminate employment with the Employer.
- b) The Employer shall grant requests for voluntary layoff in seniority order, providing that operational requirements are maintained to the satisfaction of the Employer.. Should the Employer grant the request, the employee shall forfeit her right to notice and shall be eligible for a severance payment equal to two (2) weeks' pay per year of continuous service to a maximum of twenty-six (26) weeks' pay, pro-rated for regular part-time employees.
- c) If the required number of employees are not terminated pursuant to 20.08 (b) above, Article 20.01 shall apply.
- d) It is also understood and agreed that acceptance of payment under Article 20.08 constitutes a termination of employment and is a waiver of recall rights and all other payments under Article 20.

#### **ARTICLE 21 - SICK LEAVE**

21.01 All employees shall accumulate sick leave at the rate of eleven and one-quarter (11.25) hours per calendar month of service to a maximum accumulation of eighteen hundred (1800) hours. Days absent from work on sick leave under this plan will be deducted from the accumulated total of each employee.

21.02 If requested by the Employer, an employee claiming entitlement to sick leave must produce a medical certificate, after three (3) consecutive work days of illness. If such a certificate is requested it shall be asked for during the illness. If such medical certificate is not produced, the employee shall have no claim for pay in respect of her absence from work.

The employer shall pay for all medical documentation, as requested or provided by the employer, excluding the initial medical certificate for that absence, related to any medical leave, except when covered by a third party.



- 21.03 In any instance of an absence of an employee due to sickness, the employee must make every effort to report the matter to the Employer, at least one (1) hour prior to the time such employee's work commences. The Employer will keep the employees informed as to where, when and to whom such reports are to be made.
- 21.04 Following sick leave of an extended duration, the employee shall report her availability for work to the Employer at least one (1) working day before reporting for duty.
- 21.05 When an employee is granted leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., she shall not receive sick leave credit for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such leave or lay off.
- 21.06 Fraudulently applying for and obtaining sick leave shall be cause for immediate discipline.
- 21.07 Accrual of sick leave credits for employees shall be as follows:
- a) An employee appointed before or on the 15th of a month shall be eligible to accrue sick leave credits for that month.
  - b) An employee appointed after the 15th of a month shall be eligible to accrue sick leave credits from the first day of the following month.
- 21.08 a) Where an employee's scheduled vacation of two days or more is interrupted due to serious illness commencing prior to and continuing into the scheduled vacation period, and such illness prevents the employee from fulfilling vacation plans, the period of such illness shall be considered sick leave.
- b) Where an employee's scheduled vacation of two days or more is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of hospitalization shall be considered sick leave.
- 21.09 Payments from sick leave banks will be based on posted scheduled hours of work, exclusive of overtime. If the employee's illness continues beyond her posted scheduled hours of work (i.e., no further work is scheduled for her because of her illness), payments from the sick leave bank will be based on the weekly average number of hours worked by the employee in the twelve (12) calendar week period immediately preceding her sick absence.
- 21.10 In the event that an employee is paid sick leave for hours during which the employee would have been travelling to a mobile clinic, and the employee

subsequently attends at that mobile clinic, the employee shall not be paid for time spent to travel to that mobile clinic.

- 21.11 Upon termination of employment, all accumulated sick leave benefit shall be cancelled and no payment shall be due therefore.

## **ARTICLE 22 - LEAVE OF ABSENCE**

### **22.01 Leave of Absence With Pay**

All employees qualify for the following leave of absence with pay.

#### **a) Bereavement Leave**

- (i) At the time of death of an employee's spouse (including common-law spouse) child, mother, father, brother, sister, partner or fiancé, five (5) consecutive scheduled work days with pay within a seven (7) calendar day period;
- (ii) For a legal guardian, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law; three (3) consecutive scheduled work days within a seven (7) calendar day period in conjunction with the day of the funeral;
- (iii) For an aunt, uncle, niece or nephew, one (1) day for the purpose of attending the funeral.
- (iv) The employee may be granted, at her request, an additional leave of absence without pay of up to one (1) month counting from the first day of absence.
- (v) If the death of a relative referred to above occurs outside the Province, the employee may be granted an additional two (2) working days with regular pay for the purpose of attending the funeral.
- (vi) An employee shall be granted one half (1/2) day's leave with pay to attend a funeral as a pallbearer.

#### **b) Wedding Leave**

On the occasion of an employee's wedding they shall be granted three (3) days with pay in the week immediately preceding or following the wedding.

Employees shall be granted one (1) day with pay for the wedding of their



father, mother, a child, a brother or a sister.

Regular part time employees shall be paid for wedding leave in accordance with Article 6.01 (a).

- c) The pay entitlement of regular employees for leave of absence with pay shall be limited to their posted scheduled regular hours of work. Upon request, the employee must produce proof of certificate of the facts upon which the leave of absence is claimed. Unless otherwise indicated, and excepting Bereavement Leave, the employee must notify her Department Supervisor as least three (3) weeks in advance of a request for a leave of absence with pay. The employee shall be obligated to notify the Employer if she overstates her authorized leave of absence for any reason.

- d) Appointment Leave

All employees qualify to attend medical and dental appointments that cannot be arranged outside of normal working hours, subject to written notice as far in advance as possible. If a written notice is not received prior to the confirmed schedule that includes the date of the appointment being posted, no leave will be granted except in extenuating circumstances.

- e) Emergency Leave

Emergency Leave shall be in relation to the seriousness of the incident and to allow the employee to make appropriate arrangements. Such leave shall be not more than (30) hours in any one year, per employee. Where no advanced notice is possible, emergency leave shall be granted to employees for reasons of serious illness within the immediate family (children, spouse, and parents) requiring the employee's immediate personal attention, or in the case of fire or flood in the employee's home requiring the employee's immediate personal attention. Regular part-time employee's emergency leave entitlement will be determined on the basis of the employee's regular hours of work from the preceding year, and paid in accordance with Article 6.02.

Approvals of Emergency Leave shall be made by the Departmental Manager in consultation with the Human Resources Representative.

## 22.02 Maternity Leave, Adoption/Child Care Leave

- a) Maternity Leave

- i) Upon written notification to the Human Resources representative submitted not later than the 20th week of an employee's

pregnancy, indicating therein the expected date of delivery as certified by the employee's attending physician, and upon written application of maternity leave filed with the Human Resources representative not later than four (4) weeks in advance of the starting date of leave, a pregnant employee shall be granted maternity leave to a maximum period of seventeen (17) weeks before and/or after the delivery date, that shall include a compulsory six (6) weeks after the delivery date. The maternity leave period may be commenced at an earlier date, at the option of the Employer, when in the latter's opinion the employee's ability to carry out her assignments becomes limited. Such option shall not be exercised in an arbitrary manner. Prior to going on maternity leave, sick leave with pay shall be granted for illness arising from complications associated with the employee's pregnancy provided that a medical certificate is submitted.

- ii) Maternity leave will be without pay, and the employee will not be entitled to any benefits while on such leave, unless she arranges with the Employer the prepayment of her share of the benefit premiums in which she is participating.

Seniority shall continue to accrue during the maternity leave and service for the purposes of future vacation entitlement and salary increments (anniversary date) shall not be affected by the leave. Paid holidays, sick leave and paid vacation, however, shall not accrue during the leave.

Upon return to work from maternity leave, a regular part-time employee shall have the hours she would have earned for the purposes of seniority and future salary and vacation percentage increments restored. In so doing, the Employer will utilize the last twelve (12) weeks worked prior to the leave to determine average weekly hours.

- iii) An employee on maternity leave shall provide the Employer with 3 weeks' notice of readiness to return to work, including a medical certificate attesting to her good health issued by her attending physician. The Employer will reinstate the employee in the same classification held by her immediately prior to taking maternity leave and at the rate of pay she would have received had she never taken leave.

b) Adoption/Child care leave

- i) Leave without pay for a period of up to thirty-seven (37) consecutive weeks will be granted to an employee who becomes a parent of a child. Note: The combined maternity leave and



adoption/child care leave taken by one or both parents, cannot total more than fifty-two (52) weeks.

- ii) An employee shall provide at least four (4) weeks' notice of her/his intention to take leave and the expected duration. If leave is taken under a), above, Child care leave must be taken contiguous to such leave. An employee shall provide the Employer with three (3) weeks' notice of readiness to return to work. The Employer will reinstate the employee in the same classification held by her/him immediately prior to taking maternity leave and at the rate of pay s/he would have received had the leave never been taken.
- iii) Adoption or Child care leave will be without pay, and the employee will not be entitled to any benefits while on such leave, unless s/he arranges with the Employer the prepayment of her/his share of the benefit premiums in which s/he is participating.

Seniority shall continue to accrue during the leave and service for the purposes of future vacation entitlement and salary increments (anniversary date) shall not be affected by the leave.

Paid holidays, sick leave and paid vacation, however, shall not accrue during the leave.

Upon return to work from leave, a regular part-time employee shall have the hours s/he would have earned for the purposes of seniority, and future salary and vacation percentage increments restored. In so doing, the Employer will utilize the last twelve (12) weeks worked prior to the leave to determine average weekly hours.

- c) Subject to the provisions of the collective agreement, the Employer agrees to provide maternity and Child care/adoption leave as per the Employment Standards Act of the Province of New Brunswick, as revised from time to time.

#### 22.03 Maternity/Parental/Adoption Supplemental Employment Benefit (SEB)

The Employer will implement a Supplemental Employment Benefits Plan effective the date of signing of the collective agreement. Employees commencing maternity or parental/adoption leave on or after the date of signing of the collective agreement 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, Regular Part-time and 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.

Employees on maternity or parental/adoption leave as at the date of signing of the collective agreement will be eligible to receive the SEB from the date of signing of the collective agreement and onwards, subject to their continuing eligibility under the Employment Insurance Act.

#### Maternity Supplemental Employment Benefits

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

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

#### Parental/Adoption Supplemental Employment Benefits

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

Insurance Act, CBS will pay seventy-five percent (75%) of the employee's gross weekly rate of pay for this waiting period.

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

#### SEB Payment Calculation

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



home position.

The 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 and 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.

#### 22.04 Leave of Absence Without Pay for Union Function

- a) A regular full-time or regular part-time employee who is elected or selected for a regular full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay by the Centre, without loss of seniority, for a period up to one (1) year. Such leave shall be applied for to the Employer each subsequent year.
- b) The Employer shall grant, subject to operational requirements, a leave of absence with pay for Union business upon written notification from the Union's secretary. Such notification shall be provided to the Employer with as much notice as possible prior to the commencement of the leave and no greater than two (2) employees may be absent under this clause on any given work day. The local union shall reimburse the Employer for all direct payroll costs. Such leave shall not exceed twenty (20) working days within a calendar year.

#### 22.05 Negotiating Committee

- a) The Employer will recognize a Negotiating Committee composed of two (2) employees, one from each department of the bargaining unit, for the purpose of meeting the Employer to negotiate renewal agreements.
- b) The Union shall notify the Employer in writing of the names of the employees selected by the Union as current representatives of the Negotiating Committee.
- c) The Employer agrees that members of the Negotiating Committee shall not suffer any loss of basic pay for time spent in attending negotiations with representatives of the Employer during working hours provided that any such employee is scheduled to work on the day of the meeting.

- d) Should an other than regular full time employee be selected to participate in the collective bargaining process, such an employee shall be compensated for prescheduled regular hours of work. If the employee is not scheduled to work, the employee shall be compensated for actual time bargaining up to a maximum of 7.5 hours per day.

22.06 Employees shall not be entitled to paid Statutory holidays occurring during any period of leave of absence without pay.

22.07 Jury Duty

The Employer shall grant leave of absence with pay to an employee who is required to serve as a juror; or is required to attend for jury selection, or has been subpoenaed to attend a court of law as a witness. The employee shall produce proof of attendance and shall pay to the Employer the amount received for such attendance, minus expenses.

22.08 The Employer may grant other leaves of absence without pay, such leave shall not be unreasonably requested nor withheld.

22.09 General Leaves of Absence Without Pay

Except where otherwise stated in this Agreement, during a period of general leave of absence without pay of more than one (1) month's duration, the Employer shall keep in effect the employee's extended health and group life insurance coverage for a maximum of one (1) year, provided the employee arranges with the Employer prior to the commencement of leave the prepayment of the full premiums thereof. In accordance with the plan, coverage under the Long Term Disability Plan ends the date the leave begins. The employee will not be entitled to paid holidays, sick leave or vacation accumulation during the entire period of absence.

Except where otherwise stated in this Agreement, contributions of the Employer and the employee to the Canadian Blood Services Pension Plan will cease during the period of general leave of absence without pay.

Upon return from the leave of absence without pay, the employee's anniversary date for the purposes of vacation entitlement shall be adjusted by any amount of time of the leave of absence in excess of one (1) month's duration.

**ARTICLE 23 - SAFETY AND HEALTH**

23.01 The Employer agrees to make reasonable provisions for the safety and health of the employees. Dangerous practices and devices will be reported to management who will take all reasonable steps to eliminate hazards.

23.02 Working conditions not considered satisfactory from the point of view of safety



and health shall be the subject of discussion in accordance with the Provincial Occupational Health and Safety Act.

- 23.03 The Employer recognizes the importance of safety and shall Endeavour to assign employees when staffing requirements permit, to Safety seminars related to their respective fields at the Employer's expense and without loss of pay on the part of the employee(s).
- 23.04 Employees required to wear personal protective equipment in accordance with the Occupational Health and Safety Act for the Province of New Brunswick, shall have such personal protective gear provided by the employer.
- 23.05 The Employer, the Union, and the employees recognize they are bound by the provisions of the Occupational Health and Safety Act of New Brunswick, as amended from time to time.

#### **ARTICLE 24 - UNIFORM**

##### **24.01 Care of Uniform**

The Employer shall pay for the initial cost of alterations to uniform items that the Employer provides. Each employee shall keep her own uniform clean and tidy in a manner satisfactory to the Employer provided that the Employer shall pay for laundering and/or professional dry cleaning, if necessary, at the expense of the Employer.

##### **24.02 Ownership of Uniform**

Such uniform, smock or other protective clothing shall remain the property of the Employer and shall not be worn while the employee is off duty.

- 24.03 a) An employee who is required to wear a uniform not supplied by the Employer shall receive a uniform allowance per annum which shall be paid in two equal installments the last pay period in June and the last pay period in December , or upon termination on prorated monthly basis. However an employee terminating her services with the Employer prior to or on the 15th of any month shall not be entitled to the uniform allowance for that month. The uniform allowance shall be \$250.00 per annum inclusive of taxes.
- b) A newly hired employee who has completed less than one (1) year of service shall receive the uniform allowance on a prorated monthly basis after the completion of her probationary period retroactive to the date of employment.

An employee appointed before or on the 15th of any month shall be entitled to receive the full uniform allowance for that month, however,

employees appointed after the 15th of any month shall not be eligible to receive the uniform allowance for that month.

- c) Regular part-time shall receive the uniform allowance on a pro-rated basis, based on the number of hours worked in the previous twelve months.

#### 24.04 Safety Boots and Glove Allowance

Employees who are required to wear safety boots and gloves shall receive an annual allowance (to supplement the cost thereof, all applicable taxes included), to be paid on the first pay date of each fiscal year as follows:

Drivers - \$165.00                      Phlebotomists - \$75.00

New hires shall be paid the allowance as soon after their start date as reasonably possible, prorated on the basis of the number of full calendar months left in the fiscal year following their start date, to be calculated as follows:

$$\frac{\text{Full calendar months remaining in fiscal year}}{12} \times \text{Amount of annual allowance} = \text{Prorated allowance}$$

### **ARTICLE 25 - BENEFITS PROGRAM**

#### 25.01 a) Dental Plan

- i) All regular full-time employees must join the Dental Plan in accordance with plan enrollment eligibility criteria. Employees may opt out of this plan only if his/her spouse has equal or better coverage through his/her employer.
- ii) The Employer shall pay 66-2/3% of the premium cost for each participating employee with the employee paying the remaining 33-1/3%.

#### b) Extended Health Plan

- i) All regular full-time employees must join the Extended Health Plan in accordance with plan enrollment eligibility criteria. Employees may opt out of this plan only if his/her spouse has equal or better coverage through his/her employer.
- ii) The Employer shall pay 66-2/3% of the premium cost for each participating employee with the employee paying the remaining 33-1/3%.



c) Plan Coverage and Substitution of Carrier

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

25.02 Group Insurance Plans

- a) Employees shall enroll in the Canadian Blood Services, Long Term Disability Plan, and Group Life Insurance Plan in accordance with the provisions and requirements of these plans.
- b) Canadian Blood Services agrees to provide each employee with an explanatory booklet on all the above welfare benefit plans.

25.03 Pension Plan

All employees in the bargaining unit shall participate in accordance with the eligibility provisions of the CBS Defined Benefit Pension Plan (the "Plan"). The rate at which the employees shall contribute to the Plan shall be as established from time to time in accordance with the terms of the Plan. The rate at which the employer shall contribute to the Plan is limited to the fixed amount established from time to time in accordance with the terms of the Plan. The parties agree that the Plan is a defined benefit pension plan to which section 14(3) of the Pension Benefits Act, R.S.O. 1990 c. P.8 and section 6(1) of Regulation 909 under the Pension benefits Act, supra apply. For purposes of clarity the contribution rates of both employees and the employer are described at Schedule "A" hereto. (Schedule of sample contribution rates attached.)

25.04 Occupational Accidents

- a) An employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the employer within the meaning of the Workers' Compensation Act, shall continue to receive pay from the Employer in the amount payable by Workers' Compensation, less applicable deductions (e.g. employee's share of benefit premiums).
- b) Should the employee's claim be disallowed by the Workers' Compensation Board, then any monies paid by the Employer shall be either charged against accumulated sick leave, or if the employee has no sick leave, the amount so paid shall be recovered from the employee.

- c) An employee who is absent on a Workers' Compensation claim will not accrue designated named holidays during the entire period of absence.
- d) An employee who is absent on a Workers' Compensation claim shall earn vacation and sick leave credits in accordance with articles 16 and 21. However, such credits will be limited to the number of days that would have accrued for twelve months of service.
- e) An employee shall lose her seniority and employment on the date when she is declared permanently unfit to perform her regular duties or, on the date as of which the employee is certified as 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, whichever occurs first.
- f) All accidents must be reported immediately by the employee in writing to her Supervisor. The employee will be provided with a copy of the report.
- g) Employees are required to provide the Employer, as far in advance as possible, with a written notice of readiness to return to work.
- h) Within two (2) weeks of the date of signing of this Collective Agreement, the Employer shall credit each employee's overtime compensatory banks with seven and one-half (7.5) hours to be used exclusively for a lost time incident. Where the seven and one-half (7.5) hours has been depleted through prior use, it will be restored on April 1 of each year.

Should the Workers' Compensation Board determine that such a practice is no longer permissible, it shall be discontinued.

## **ARTICLE 26 - WAGES, ANNIVERSARY INCREMENTS, RETROACTIVITY, RETIREMENT**

- 26.01 The employees covered under this Agreement shall be paid wages and salaries as set out in Schedule "A" annexed hereto.
- 26.02 Employees who have terminated prior to the signing of this Agreement shall receive retroactive payment only upon written request submitted to the Human Resources representative no later than sixty (60) days after the date of ratification of the Collective Agreement by the bargaining unit. Retroactivity shall apply only to earnings during the period January 1, 2015 to their termination.
- 26.03 Employees on staff at the signing of this agreement will receive full retroactivity of any increase in salary subject to the effective dates as set out in Schedule "A". However, such retroactivity shall only apply to basic wages, including overtime during such period. All other articles and premium provisions, unless otherwise specified, shall be deemed to be effective on the date of signing of this Agreement.



26.04 Upon completion of the probationary period, the initial date of employment with Canadian Blood Services shall be the anniversary date of the employee for the purpose of annual increments. In the event that an employee is appointed to a different job classification within the bargaining unit, the employee will be placed on the same step in the pay scale, and the anniversary date for the purpose of annual increments shall be the date of appointment to the new job classification and only those hours worked in the new classification shall count, subject to any other provisions of this Collective Agreement. Annual increments shall be granted employees on their anniversary date each year, until reaching the maximum level of their respective classifications as outlined in Schedule "A".

All other than regular full time employees shall receive one increment step for each 1950 hours actually worked, inclusive of all regular and worked premium hours since her last having received an annual increment; such incremental increase shall only be applied once a year.

26.05 An employee assigned to perform the duties of a higher classification or replace a department supervisor on a temporary basis shall be paid a premium of 8% for all hours worked.

26.06 Employees with more than fifteen (15) years of service will be paid, upon retirement, a lump sum equal to one (1) week pay per year of completed service to a maximum of twenty (20) weeks' pay, such allowance to be prorated with respect to regular part-time employees, calculated by the following formula:

$$\frac{\text{\# of hours worked from the most recent date of hire}}{1950 \text{ hours}} \times 37.5 \text{ hours} \times \text{hourly wage}$$

## **ARTICLE 27 - MEAL ALLOWANCES**

27.01 Employees who work mobile clinics outside the city of Saint John, shall be provided with the following scheduled meal allowances, inclusive of applicable taxes.

### **OVERNIGHT AND MOBILE CLINICS**

Breakfast	- \$9.50
Lunch	- \$10.50
Dinner	- \$19.50

27.02 a) Employees arriving at the Centre from an Overnight or Out-of-Town Clinic at 12:00 p.m. (lunch) and who have not had their lunch break shall be paid in accordance with Article 27.01

b) Employees arriving at the Centre from an Overnight or Out-of-Town Clinic at 6:00 p.m. (dinner) and who have not had their dinner break shall be

paid in accordance with Article 27.01.

27.03 Meal allowances shall be paid when employees are scheduled to work mobile clinics outside the city of Saint John according to the following:

- a) Breakfast - departure before 6:00 a.m.
- b) Lunch - departure before 11:00 a.m.
- c) Dinner - departure before 4:00 p.m.

27.04 Where no notice has been given to an employee, covered by this agreement, prior to the commencement of her scheduled work day at the Centre, that the work day will be extended in excess of 1-1/2 hours, such employee shall be granted the meal allowance appropriate to the time of day during which the extension occurs.

#### **ARTICLE 28 - BULLETIN BOARD**

28.01 The Employer agrees to provide adequate bulletin board space for the sole use of the Union for posting information that may be of interest to employees.

28.02 All notices posted on the bulletin board shall be approved and signed by a representative of the Union. (Recording Secretary)

#### **ARTICLE 29 - LODGINGS AND TRANSPORTATION**

29.01 The Employer shall continue with the present practice of providing suitable hotel accommodation to the employees at the Employer's expense when they are assigned to out-of-town clinics.

29.02 When an employee returns to the Centre from a mobile clinic (city or overnight) and such assignments terminate at the Centre past 10.00 p.m. she shall be provided with actual taxi fare up to a maximum of \$20.00 to her place of residence. Pooling arrangements for taxis will be utilized at every appropriate opportunity. When employees have their own mode of transportation this clause shall not apply.

29.03 On mobile clinics where an employee is not scheduled to stay overnight but because of some unforeseen circumstance it is deemed necessary, or when scheduled an overnight mobile and the employee has an instance of pressing necessity, will be entitled to one phone call at the Employer's expense.

29.04 The Employer shall continue to impress upon the organizers of the donor clinics the importance of providing suitable changing facilities at mobile clinic sites. The phrase "suitable changing facilities" used in the aforementioned sentence shall be defined as clean, enclosed and private.



## **ARTICLE 30 - NO STRIKE AND NO LOCKOUT**

30.01 The Union agrees that there shall be no strike, walkout or other similar interruptions during the term of this Agreement, and the Employer agrees that there shall be no lockout of the members of the union during the term of this Agreement.

## **ARTICLE 31 - INCLEMENT WEATHER**

31.01 With respect to the mobile team, decisions on whether or not to continue to travel will be made in consultation with the Manager.

31.02 The Employer shall grant leave of absence with pay to an employee who is prevented from reporting to duty due to storm conditions which make the city streets or public highways impassable. Any employee who abuses this article will be considered to be on leave of absence without pay.

31.03 In cases of extreme emergency whereby employees are required to report for work in order to carry out essential duties during period outlined in Article 31.01, such employees shall be paid at the rate of 1 1/2 for all hours worked.

31.04 In the event the Employer, closes the Centre or reduces staffing levels, employees allowed to leave work early shall suffer no loss of pay. Employees who are required to remain at work until the completion of their scheduled shift shall be paid at 1 1/2 their regular rate for the remainder of their shift. Employees who are required to report to work shall be paid consistent with the provisions of the collective agreement, i.e. 1 1/2 for all hours worked.

## **ARTICLE 32 - TECHNOLOGICAL CHANGE**

32.01 In this Article "Technological Change" means the introduction of equipment, material or method of operation of a different nature or kind than that previously used by the Employer which affects a layoff.

32.02 Where the equipment or material so introduced is to be operated by employees of the same classification as those formerly carrying on the operation, the incumbents are to be given a reasonable opportunity for training, at the Employer's expense, without loss of pay or benefits to the employee, in the operation of the equipment or material in question, with the intent that they may be retained in their positions.

32.03 If after a reasonable period of training the employee is unable or unwilling to acquire sufficient competence, the Employer will make every effort to retain the employee in such positions as may be available within the competence of the employee (including the exercise of such rights as outlined in Article 20).

32.04 The Employer, in planning technological change will make every effort to absorb consequential redundancies by attrition.

- 32.05 The Employer agrees to give the Union ninety (90) days or as much notice as is practicable of the introduction of technological change that is expected to result in the displacement of employees in the bargaining unit.
- 32.06 Notwithstanding Articles 32.01 and 32.03, an employee who is affected by a lay-off because of technological change shall have the first opportunity to fill an opening in another classification for which he is qualified.

### **ARTICLE 33 - DURATION AND TERMINATION OF AGREEMENT**

- 33.01 This Agreement shall be effective for the term beginning January 1, <sup>2016</sup>~~2015~~, and as specified under Articles within, and shall remain in full force and effect until December 31, 2018, and shall be automatically renewed thereafter for successive periods of 12 months unless either party gives notice to the other party in writing of Renewal not more than ninety (90) calendar days prior to the date of expiration of any renewal thereof.

#### **33.02 Notice of Changes**

Either party desiring to propose changes to this Agreement shall give notice in writing to the other party, within ninety (90) calendar days prior to the expiration date of the collective agreement. Within thirty (30) calendar days following such notice, the parties shall meet to exchange written proposals. Within thirty (30) calendar days of receipt of such proposed changes the parties will meet to enter into negotiations for a new Agreement. Notwithstanding the above, this Agreement shall remain in full force and effect until such time as agreement has been reached in respect of renewal, amendment or substitution thereof, or until such time as deadlock is declared under the New Brunswick Industrial Relations Act.



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

Signed at Saint John, New Brunswick this 6<sup>th</sup> day of March 2017.

ON BEHALF OF CANADIAN BLOOD  
SERVICES  
NEW BRUNSWICK CENTRE  
SAINT JOHN, NEW BRUNSWICK

A. Pateman

Blolpitts.

Davin Gauthier

[Signature]

[Signature]

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ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
SAINT JOHN, NEW BRUNSWICK

[Signature]

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## SCHEDULE "A"

### Canadian Blood Services

#### Salary Schedule for New Brunswick Centre

#### Full-Time Rates Based on 37.5 Hours/Week

Classification	Step	As of <del>January 1, 2016</del> July 1, 2015
Drivers	Start	20.7391
	After 1 year	21.5165
	After 2 years	22.3237
Phlebotomists	Start	19.9796
	After 1 year	20.7288
	After 2 years	21.5093

Increments – After completion of 1950 paid hours for all other than full time employees.

In addition to the foregoing, general wage increases negotiated between ~~January 1, 2016~~ July 1, 2015 and December 31, 2018 inclusive between CUPE and NBBM for the clerical, stenographic & office equipment operation, institutional services and patient services Group shall also apply on the same dates as such general wage increases may apply for such Group.



LETTER OF AGREEMENT

Between

CANADIAN BLOOD SERVICES

(hereafter referred to as "the Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1655

(hereafter referred to as "the Union")

Re: Moncton Satellite Site

Whereas the parties have recognized the need for additional driver positions for the Moncton Satellite Site, the Employer agrees that no Saint John driver shall be laid off or suffer a reduction in pay or have his/her hours of work reduced as a result of the Employer utilizing drivers in the Moncton Satellite Site.

A Saint John Driver shall not be used if the use of such Driver would result in overtime when a Moncton Driver is available to work at straight time.

ON BEHALF OF CANADIAN BLOOD  
SERVICES  
NEW BRUNSWICK CENTRE  
SAINT JOHN, NEW BRUNSWICK

A. Pateman

BCopitts

Nancy Gauthier

[Signature]

[Signature]

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
SAINT JOHN, NEW BRUNSWICK

[Signature]

## MEMORANDUM OF UNDERSTANDING

Between

CANADIAN BLOOD SERVICES – SAINT JOHN, NEW BRUNSWICK

And

C.U.P.E. LOCAL 1655

The parties, Canadian Blood Services, New Brunswick Centre, Saint John, New Brunswick, hereinafter called the "Employer", and the C.U.P.E. Local 1655, hereinafter called the "Union", hereby agree on the following:

1. Canadian Blood Services has posted five (5) part-time clinic assistant positions, and two (2) part-time driver positions, with a minimum of sixty-five (65) hours each worked on a bi-weekly basis, inclusive of all regular and worked premium hours, not otherwise excluded in the collective agreement.
2. Seven (7) part-time clinic assistant positions have been posted with a minimum of forty-five (45) hours of work on a biweekly basis, and two (2) driver positions with a minimum of fifty (50) hours of work on a biweekly basis; inclusive of all regular and worked premium hours not otherwise excluded in the collective agreement
3. All guaranteed, part-time, positions are based on a six (6) week averaging period. Employees filling these positions will be paid their guaranteed hours of work if, through no means attributable to them, they have been scheduled by the Employer to work less than their guaranteed hours of work.
4. After all employees with guaranteed positions have been scheduled to their commitment, the Employer shall schedule remaining available work in accordance with Article 14.01 and 6.12 f).
5. All casual employees, as of July 10, 2000, who were not successful in obtaining a part-time position with guaranteed minimum hours of work, have been offered part-time status, with no guarantee of hours.
6. Employees who have accepted part-time positions understand and agree that they are obligated to work their scheduled hours of work, subject to reasonable requests for changes as approved by the Manager, Clinic Services. For part time employees with guaranteed hours, any such changes that cause a reduction in the employee's working hours will invalidate the six (6) week averaging guarantee.
7. Employees who did not bid into guaranteed positions who are more senior than those that did, will have their hours of work reduced and the Letter of



Understanding dated July 5, 1996; and Memorandum of Settlement (Paragraph 4), dated December 6, 1996 will not apply.

ON BEHALF OF CANADIAN  
BLOOD SERVICES  
NEW BRUNSWICK CENTRE  
SAINT JOHN, NEW BRUNSWICK

A. Pateman  
Blair  
Dawn Gauthier  
Quay  
[Signature]  
 

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
SAINT JOHN, NEW BRUNSWICK

[Signature]  
[Signature]

CANADIAN BLOOD SERVICES

(hereafter referred to as "the Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1655

(hereafter referred to as "the Union")

re: Canadian Blood Services Universal Benefits Plan

WITHOUT PREJUDICE OR PRECEDENT

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

- # 1 As of the 1<sup>st</sup> day of August, 2006, all eligible employees represented by the Union shall participate in the Universal Benefits Plan.
- # 2 As of the 1<sup>st</sup> day of August, 2006, the Universal Benefits Plan, as described in the attached plan summary, shall replace Article 25- Benefits Program as contemplated by the Collective Agreement.
- # 3 Other-than-full time employees' eligibility for participation in the Universal Benefits Plan shall continue as per their current eligibility for participation under the Collective Agreement.
- #4 The levels of coverage of the Universal Benefits Plan shall not be reduced from those levels in effect as of the date of ratification of the renewed Collective Agreement (January 1, 2012 to December 31, 2015).
- #5 The Employer shall make any future enhancements to the Universal Benefits Plan at its sole discretion.
- #6 The contents of the Universal Benefits Plan are not subject to negotiation and shall not be modified in any way for any reason by negotiations of any kind between the parties.
- # 7 If the union no longer wishes to participate in the Universal Benefits Plan, it may indicate its intention to withdraw from the Plan in writing concurrent with its notice to bargain as outlined in Article 33.02. 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, and business travel accident insurance plans provided to non-union employees (and as amended by the attached plan description) as of the date of signing of this Memorandum of Understanding.

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

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

"Collective Agreement" shall mean the Collective Agreement between Canadian Blood Services and the Canadian Union of Public Employees Local 1655.

**CANADIAN BLOOD SERVICES  
UNIVERSAL BENEFITS PLAN**

PLAN FEATURES	
<b>Retirement Division</b>	▪ as per the current retirement division
<b>MAJOR MEDICAL (EXTENDED HEALTH CARE)</b>	
<b>Premium Cost Sharing</b>	▪ as per the Collective Agreement
<b>Waiting Period</b>	▪ full-time: 1st of the month following date of hire ▪ part-time: as per the Collective Agreement
<b>Participation Basis</b>	▪ employee coverage: compulsory (except for opting out provisions as set out in the benefits contract) ▪ dependent coverage: not compulsory
<b>Required Number of Hours</b>	▪ as per the Collective Agreement
<b>Deductible</b>	▪ \$15 single/\$25 family deductible for drug expenses ▪ nil for all other expenses
<b>Combined Maximum</b>	▪ unlimited
<b>Coinsurance</b>	
▪ <b>Drugs</b>	▪ 100%
▪ <b>Hospital</b>	▪ 100%
▪ <b>Vision</b>	▪ 100%
▪ <b>Other Eligible Expenses</b>	▪ 80% professional and paramedical services ▪ 100% for all other expenses
▪ <b>Drug Features</b>	▪ drugs available only by prescription (plus certain life-sustaining drugs that do not legally require a prescription) with a valid Drug Identification Number (DIN) ▪ pay direct drug card ▪ includes claims management features such as, dynamic maintenance, generic drug substitution, and reasonable and customary pharmacy mark-up and dispensing fee maximums by province

PLAN FEATURES	
▪ Hospital Room	▪ private or semi private
▪ Nursing Care	▪ max \$25,000 per person every 3 years
▪ Paramedical <ul style="list-style-type: none"> <li>– Acupuncture</li> <li>– Chiropractor</li> <li>– Osteopath</li> <li>– Massage Therapist</li> <li>– Naturopath</li> <li>– Physio-therapist</li> <li>– Podiatrist</li> <li>– Psychologist/Social Worker</li> <li>– Speech Therapist</li> </ul>	<ul style="list-style-type: none"> <li>▪ 80% paramedical services to applicable maximum</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>
▪ Vision Care	<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>
▪ Hearing Aids	▪ max of \$300 per person in any 5 consecutive calendar years
▪ Other	<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>
▪ Emergency Out-of-Country	<ul style="list-style-type: none"> <li>▪ emergency medical services</li> <li>▪ referral treatment</li> <li>▪ max of \$5 million lifetime per person</li> </ul>
▪ Travel Assistance	▪ included
* Less any amount paid by the government plan	

DENTAL	
Premium Cost Sharing	▪ as per the Collective Agreement
Waiting Period	▪ same as Major Medical
Participation Basis	▪ same as Major Medical
Required Number of Hours	▪ same as Major Medical
Dental Fee Guide	▪ current in province of residence
Deductibles	
Single	▪ nil
Family	▪ nil
Coinsurance	
▪ Part I Preventive	▪ 100%
▪ Minor Restorative	▪ 100%
▪ Part II Major Restorative	▪ 50%
▪ Part III Orthodontic	▪ 50% (Eligible Dependent Children only)
Orthodontic Dependent Children Age Basis	▪ under 19 years old
Benefit Maximum	<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>
Recall Exam	▪ 6 months
X-Rays	<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>	▪ employee coverage: compulsory ▪ dependent coverage: not applicable
<b>Required Number of Hours</b>	▪ same as Major Medical
<b>Benefit Formula</b>	▪ less than 4 years of service: 66 2/3% of pre-disability earnings ▪ 4 years of service or more: 75% of pre-disability earnings
<b>Maximum Benefit</b>	▪ \$15,000 a month without Evidence of Insurability, \$23,000 a month with satisfactory Evidence of Insurability as per Manulife.
<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>	▪ employee coverage: compulsory ▪ dependent coverage: not applicable
<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 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>	▪ without evidence: \$600,000 ▪ with evidence: \$1,000,000 ▪ combined maximums with Optional Life
<b>OPTIONAL 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>	▪ employee coverage: not compulsory ▪ dependent coverage: not applicable
<b>Required Number of Hours</b>	▪ same as Major Medical
<b>Benefit Formula</b>	▪ 1x or 2x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
<b>Maximum Benefit</b>	▪ without evidence: \$600,000 ▪ with evidence: \$1,000,000 ▪ combined maximums with Basic Life
<b>DEPENDENT LIFE</b>	
<b>Premium Cost Sharing</b>	▪ as per the Collective Agreement
<b>Waiting Period</b>	▪ same as Major Medical
<b>Participation Basis</b>	▪ employee coverage: not applicable ▪ dependent coverage: not compulsory
<b>Required Number of Hours</b>	▪ same as Major Medical
<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>	▪ 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>	<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: <ul style="list-style-type: none"> <li>85% at age 65</li> <li>70% at age 66</li> <li>55% at age 67</li> <li>40% at age 68</li> <li>25% at age 69</li> </ul> </li> </ul>
<b>VOLUNTARY AD&amp;D</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: not compulsory</li> <li>▪ dependent coverage: not compulsory</li> </ul>
<b>Required Number of Hours</b>	▪ same as Major Medical
<b>Benefit Formula</b> <ul style="list-style-type: none"> <li>▪ Employee Coverage</li> <li>▪ Family Coverage</li> </ul>	<ul style="list-style-type: none"> <li>▪ units of \$10,000 to maximum of \$500,000</li> <li>▪ spouse, no children: 50% of employee coverage</li> <li>▪ spouse and eligible children: 40% of employee coverage for spouse &amp; 10% for each child</li> <li>▪ eligible children only: 15% of employee coverage for each eligible child</li> </ul>

Effective April 01, 2012



## CBS DEFINED BENEFIT PENSION PLAN

### SAMPLE CONTRIBUTION SCHEDULE

TOTAL ANNUAL COST	MEMBERS' CONTRIBUTION RATE	EMPLOYER CONTRIBUTION RATE
14.00%	6.00%	8.00%
13.00%	5.50%	7.50%
12.00%	5.00%	7.00%
11.75%	4.88%	6.88%
11.50%	4.75%	6.75%
11.25%	4.75%	6.50%
11.00%	4.75%	6.25%
10.75%	4.75%	6.00%
10.50%	4.75%	5.75%
10.25%	4.75%	5.50%
10.00%	4.75%	5.25%
9.75%	4.75%	5.00%
9.50%	4.75%	4.75%
9.00%	4.50%	4.50%
8.00%	4.00%	4.00%
7.00%	3.50%	3.50%

#### Notes

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

MEMORANDUM OF AGREEMENT

Between

CANADIAN BLOOD SERVICES, NEW BRUNSWICK CENTRE

And

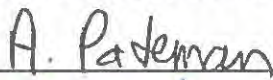




CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1655

Re: Pre-Authorized Payment of Pension and Benefit Premiums During Leaves of Absence


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

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

ON BEHALF OF CANADIAN BLOOD  
SERVICES  
NEW BRUNSWICK CENTRE  
SAINT JOHN, NEW BRUNSWICK

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
SAINT JOHN, NEW BRUNSWICK





# **MEMORANDUM OF AGREEMENT**

**Between**

**CANADIAN BLOOD SERVICES – SAINT JOHN, NEW BRUNSWICK**

**And**

**CUPE LOCAL 1655**

## **Re: Joint Job Evaluation**

Whereby the Parties are desirous of using a Joint Job Evaluation Committee (JJE) to establish rates of pay for jobs in the bargaining unit relative to rates of pay for jobs at the Saint John Regional Hospital;


The Parties hereby agree to the following:

1. A Joint Job Evaluation Committee shall be established with no more than four (4) representatives from each Party, although no more than two (2) members from the Local.
2. The Committee shall agree upon:
  - a. a gender neutral job evaluation plan and associated factors and weightings ("the Plan") and;
  - b. a sample of jobs from the Saint John Regional Hospital to establish comparability to jobs in the bargaining unit, and;
  - c. the evaluation of such sample of jobs from the Saint John Regional Hospital and jobs in the bargaining unit using the Plan, and;
  - d. the change in the rates of pay, if any, arising from such evaluation, and;
  - e. the method of implementation of changes to rates of pay, should changes occur.
3. Changes in rates of pay, if any, arising from this Memorandum of Agreement, shall be effective January 1, 2016.
4. Agreement upon the Plan shall be completed by December 31, 2014, unless otherwise mutually agreed by the Parties. All other provisions of this Memorandum of Agreement shall be completed by December 31, 2015, unless otherwise mutually agreed by the Parties.
5. Disputes arising from this Memorandum of Agreement that the Parties cannot


resolve within a reasonable period of time shall be referred to arbitration and  
subject to the provisions of Article 13 – Arbitration of the Collective Agreement.

Signed at Saint John this 27<sup>th</sup> day of March, 2014<sup>2017</sup>.

For the Union

  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

For the Employer

A. Paveman  
\_\_\_\_\_  
BCopH  
\_\_\_\_\_  
Dawn Gauthier  
\_\_\_\_\_  
  
\_\_\_\_\_