

COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN BLOOD SERVICES

NEW BRUNSWICK CENTRE, SAINT JOHN, N. B.

(hereinafter called the "Employer")



AND:



THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2069

(hereinafter called the "Union")

January 1, 2018 to December 31, 2021

Table of Contents

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1 – PREAMBLE	1
ARTICLE 2 – RECOGNITION AND NEGOTIATIONS	1
ARTICLE 3 – MANAGEMENT RIGHTS	2
ARTICLE 4 – NO DISCRIMINATION	2
ARTICLE 5 – DEFINITION OF TERMS	2
ARTICLE 6 – OTHER THAN REGULAR FULL-TIME EMPLOYEES	3
ARTICLE 7 - CHECK-OFF	7
ARTICLE 8 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES	7
ARTICLE 9 – CORRESPONDENCE	8
ARTICLE 10 – RIGHT TO UNION REPRESENTATION	8
ARTICLE 11 – JOINT LABOUR MANAGEMENT COMMITTEE	8
ARTICLE 12 – GRIVANCE PROCEDURE	9
ARTICLE 13 – ARBITRATION	11
ARTICLE 14 – HOURS OF WORK, OVERTIME, STANDBY, CALLBACK	12
ARTICLE 15- PAID HOLIDAYS	18
ARTICLE 16 -ANNUAL VACATION	19
ARTICLE 17- SENIORITY	21
ARTICLE 18- JOB POSTINGS/CLASSIFICATION	22
ARTICLE 19 - ADVERSE REPORT	24
ARTICLE 20 - LAYOFFS AND RECALLS	24
ARTICLE 21- SICK LEAVE	27
ARTICLE 22- LEAVE OF ABSENCE	28
ARTICLE 23 -SAFETY AND HEALTH	34
ARTICLE 24- UNIFORM	35
ARTICLE 25 -BENEFITS PROGRAM	35
ARTICLE 26 – WAGES, ANNIVERSARY INCREMENTS, RETROACTIVITY, RETIREMENT	37
ARTICLE 27- MEAL ALLOWANCES	38
ARTICLE 28 -BULLETIN BOARD	39
ARTICLE 29- LODGINGS AND TRANSPORTATION	39
ARTICLE 30- NO STRIKE AND NO LOCKOUT	39
ARTICLE 31- INCLEMENT WEATHER	39
ARTICLE 32- TECHNOLOGICAL CHANGE	40
ARTICLE 33- DURATION AND TERMINATION OF AGREEMENT	40
SCHEDULE A- CLASSIFICATIONS	42
SCHEDULE B - CREDITS	44
LETTER OF AGREEMENT – Universal Benefits Plan	45
LETTER OF UNDERSTANDING – Pre-Authorized Payment for Pensions and Benefits	51
MEMORANDUM OF UNDERSTANDING – Leaves of Absence - NB Employment Standards Act	52
HOURLY WAGE SCALES	53

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 **biologics manufacturer**.
- 1.02 It is the purpose of both Parties to this Agreement:
- (a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
 - (b) To encourage efficiency in operations;
 - (c) To promote the morale, well-being and security of all employees in the bargaining unit of the Union
- 1.03 Interpretation
- (a) “Union” shall mean the Canadian Union of Public Employees Local 2069.
 - (b) “Employer” shall mean the Canadian Blood Services Saint John, New Brunswick Centre.
 - (c) “Employees” shall mean persons as identified in Article 2.01 of this Agreement as members of the bargaining unit.

ARTICLE 2 – RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees Local 2069 as the sole and exclusive bargaining agency for all its Laboratory Technologists, Laboratory Assistants, Supply Technician, Building Custodians, Scheduler/Timekeeper, Program Clerk, Customer Service Representatives, Senior Customer Service Representatives, Technical Field Support Analysts and Donor Service Representatives, except Supervisors and above and 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 of the jobs which are included in the bargaining unit, except for the purposes 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.

2.03 No Other Agreements

This Collective Agreement constitutes the entire agreement between the parties and supersedes and replaces all previous agreements both written and oral. No employee shall be required or permitted to make a written or verbal 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 the employee's rights and obligations under it. For this reason **the Employer agrees to post a copy of the Agreement on the Employer's intranet. Upon request by an employee, the Employer will provide a printed copy of the agreement to the employee, and the cost of such shall be borne by the Employer.**

2.06 Where the Collective Agreement provides for a 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 or in violation of the Provincial Human Rights Act.

ARTICLE 5 – DEFINITION OF TERMS

5.01 The Employer agrees to notify every new employee of the "employee status" granted to them.

5.02 For the purposes of this Agreement, the following definitions are given:

a) 1. Regular Full Time Employees – A regular full time employee is one who is regularly scheduled to work thirty-seven and one half (37.5) hours per week, or, subject to 14.01 c), and d) seventy-five (75) hours bi-weekly and has been approved for permanent employment by the Employer after completion of the probationary period in accordance with Article 5.02 (b) below.

2. Part Time Employee – A Part-Time Employee is one who is regularly scheduled to work less than full time hours on a continuous and recurring basis

3. Regular Part Time Employee – A Regular Part-Time Employee is one who is regularly scheduled to work a minimum of forty (40) hours bi-weekly.

b) Probationary Employee – A probationary employee is one who has not completed six hundred (600) regular hours worked with the Employer. This probationary period may be extended for up to three hundred (300) regular hours worked with the agreement of the union. The Employee will be evaluated prior to the end of the initial

six hundred (600) regular hours worked probationary period and will be advised in writing of the reason for such extension.

Probationary employees will be entitled to all of 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) Temporary Employee – A temporary employee is one who is employed for a definite duration of time to replace a regular full-time, regular part-time or part-time employee on an anticipated prolonged leave of absence or is employed to undertake or assist in undertaking a special project of limited duration or as required to meet temporary operational needs for a period not to exceed twelve (12) months unless mutually agreed otherwise by the Employer and the Union.
- d) Casual employee – A casual employee is one who is employed on an occasional or intermittent basis and is available for work as circumstances demand.
- e) Day – Day shall mean working day unless otherwise specified.
- f) **The gender neutral pronouns “their”, “them”, “they” used herein shall mean and include all persons, and the singular shall include the plural and vice versa as applicable.**

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 all regular part-time and 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 6.09, 6.10, and 6.11 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.
- c) i) Casual employees shall only be entitled to: wages, hours of work and overtime, call-back, reporting pay and meal and transportation allowances and the provisions of Articles 6.02 d), 6.09 and 6.10 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. In addition, casual employees shall be entitled to grieve those specific provisions of this Collective Agreement which apply to such employees.

- ii) Notwithstanding the above, casual employees may be eligible to enroll in the Canadian Blood Services Pension Plan in accordance with Article 25.02 a) ii).

6.02 Seniority

- a) The right of seniority is acquired after an employee successfully completes their probationary period and is retroactive to the last day of commencement of employment **in the bargaining unit**.

Regular part-time, part-time employees shall accrue seniority from their last commencement date for each day or part thereof worked. Article 17.01 notwithstanding, one (1) year's seniority shall be accumulated for each 1950 paid hours, exclusive of overtime and standby.

Seniority shall only apply, within regular part-time, part-time status, in case of lay off, recall, probation, choice of vacation period or filling of regular full-time vacant positions.

- b) A regular part-time, part-time employee changing their status to regular full-time or vice-versa shall continue to earn seniority.
- c) Regular part-time, part-time employees shall not lose accumulated seniority rights while on approved leave of absence.
- d) Casual and temporary employees who successfully bid into regular positions shall have their accumulated hours worked counted towards their seniority upon conversion to permanent status. If the employee successfully bids into a position that is the same classification as their casual or temporary position, the employee's accumulated hours shall also be counted towards the probationary period of the regular position.

6.03 Anniversary Increments

All employees shall receive one increment step for each 1950 hours actually worked, exclusive of overtime, and standby since their last having received an annual increment.

6.04 Hours of Work and Overtime

- a) Articles 14.01 a), b), c), d), and f) and 14.02 a) shall not apply to Other Than Regular Full-Time employees.
- b) Regular part-time, part-time employees shall not work in excess of six (6) consecutive calendar days without a day(s) off. Full time employees hired prior to May 24 1994, who transfer to part time shall not be required to work in excess of five (5) consecutive calendar days without a day(s) off.
- c) Qualified and available regular part-time, part-time employees shall have their hours distributed on the basis of seniority as equitably as possible within their classification,

subject to all other-than-regular-full-time employees remaining current and competent and there being no overtime thereby created.

6.05 Filling of Regular Full-Time Vacancies

- a) When two (2) or more employees are vying to occupy a regular full-time vacancy, the provisions of Article 18.01 b) shall apply. Seniority will be determined at time of selection subject to Article 6.02.
- b) An employee selected to fill a regular full-time position must undergo the probationary period not completed during the employee's regular part time, part time employment status, or one calendar month whichever is greater.
- c) On appointment to a regular full-time position all benefits of this Agreement not previously applicable will apply and commence to accrue from the date of appointment to the regular full-time position subject to the regulations and eligibility requirements applicable to regular full-time employees.

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 establish their anniversary date for future increments.

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 regular full-time position.

- d) Further to c) above, the employee will retain their accumulated service credits for the purpose of calculating vacation entitlement in the regular full-time position.

6.06 Filling of Non Regular Full-Time Vacancies

Regular part-time, part-time employees will be given preference to work additional available hours and such hours will not be considered a call-back. The employment status of such employee will not be changed to temporary or casual.

6.07 Compassionate Leave and Jury Duty

In accordance with Article 22.01 c), d) and e), and 22.07 the pay entitlement of regular part-time, part-time employees for authorized leave shall be limited to their posted scheduled hours of work. If jury duty continues beyond the employees posted scheduled hours of work, exclusive of overtime, payment will be based on the weekly average number of hours worked by the employee in the twelve (12) calendar week period immediately preceding the jury duty.

6.08 Health Benefits Program - Pension Plan

- a) Regular part-time, part-time employees who meet the eligibility criteria shall be required to participate in the Health benefit plan and Pension Plan applicable to regular full-time employees subject to the regulations and requirements of these plans.

- b) Subject to the rules and requirements of the plan, regular part-time, part-time, casual employees may be entitled to participate in the Pension Plan, contingent upon the employee meeting the eligibility criteria, provided under this agreement.

NOTE: Full-time employees who became part-time as a result of the July 5th, 1996, downsizing shall have their benefits administered as per the Memorandum of Settlement attached.

6.09 Paid Holidays

- a) On each pay cheque, regular part-time, part-time, temporary and casual employees shall be paid in addition to their regular rate of pay, **five per cent (5%)** of their gross earnings in lieu of Paid Holidays.
- b) Regular part-time, part-time, temporary and casual employees required to work any portion of a paid holiday in their shift (0001 thru 2400), shall be paid in addition to (a) above at one and one-half (1.5) times their regular rate for those hours falling on the statutory holiday.

6.10 Annual Vacation

- a) On each pay cheque, regular part-time, part-time, temporary and casual employees shall be paid in addition to their regular rate of pay, six percent (6%), eight percent (8%) or ten percent (10%) of their gross earnings in lieu of annual vacation pro rata to regular full-time employees.
- b) After twelve (12) months of continuous service, regular part-time, part-time, temporary and casual employees may apply for and receive annual vacation leave without pay up to a maximum of three (3) weeks, (to be taken during the following twelve (12) month period) in accordance with Article 22.08 of this agreement.

6.11 Sick Leave

- a) Based on regular hours worked in each calendar month, regular part-time, part-time and temporary employees shall accumulate sick leave credits on a pro-rata basis to the regular full-time accrual contemplated by Article 21.01.
- b) Employees must observe the regulations outlined in Article 21.03 of this agreement to be entitled to available sick leave benefits.
- c) Payments from sick leave banks will be based on posted scheduled hours of work, exclusive of overtime, only for days on which employees are required to work but cannot attend due to illness. If the employee's illness continues beyond the employee's posted scheduled hours of work (i.e., no further work is scheduled for the employee because of the employee's 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 the sick absence.

- d) An employee who transfers to a regular full-time position shall retain the employee's accumulated sick leave benefits.
- e) Upon termination of employment, all accumulated sick leave benefit shall be cancelled and no payment shall be due therefore.
- f) A casual employee who has accumulated sick leave entitlement while employed as a regular full-time, regular part-time, or part-time employee, and who is unavailable to report for scheduled work due to sickness, may continue to access previously accumulated sick leave entitlements, however no additional accumulation will take place.

ARTICLE 7 - CHECK-OFF

- 7.01 The Employer agrees to deduct Union dues and/or assessments levied from all employees on the active payroll, covered by the Agreement, in accordance with the Rand Formula and such deduction of dues shall constitute a condition of continued employment after thirty (30) days of employment. The Employer agrees to forward all monies so deducted to the Secretary-Treasurer of the Union not later than fifteen (15) days following such deductions, accompanied by the list of the names of all employees from whom such deductions were made.

The Employer shall keep the Union informed of the names of the employees from whom deductions are being made and the amount deducted from each employee. The Employer shall also include the following information for each employee: active status (fulltime, part-time, casual, temporary), classification job code, department and facility (location codes).

- 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.
- 7.04 The Employer shall indicate on each employee's T-4 slip the amount of dues paid by the employee during the previous year.

ARTICLE 8 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 8.01 The Employer agrees to provide new employees a Collective Agreement and explain conditions of employment, benefits, dues check-off and a list of the local executive contact numbers supplied by the Union.
- 8.02 A newly hired employee during the first week of employment, shall be introduced to the Union Shop Steward who upon the Union Shop Steward's request from the Union Shop Steward's Department Supervisor shall be given an opportunity to interview the new employee during regular work 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 2069 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.
- 9.03 All employees shall be provided with a copy of all documentation when placed on their personnel file.

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.
- 10.03 An employee shall not be disciplined or dismissed without just cause and having a fair investigation. The Employer shall inform the employee of their right to have a local union representative present at any time during investigative meetings. Prior to any disciplinary action copies of all statements shall be furnished to the Union.

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 2069. 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-Chair 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 meetings 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 – GRIVANCE 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, the employee shall be encouraged to discuss the matter with the employee's **immediate supervisor** 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, the employee may be accompanied by a Union Steward. The employee's **immediate supervisor** is enjoined to settle the grievance or otherwise inform the grieving employee of the **immediate 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 the Union Steward.
- 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 their duties without the permission of their **immediate supervisor**. Such permission shall not be unreasonably requested nor withheld. The Union Steward and/or member shall report to their **immediate supervisor** before resuming their regular work.

12.04 Grievance Procedure

- 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 the employee has a grievance as defined in 12.01 above, and after failing to obtain a satisfactory settlement from the employee's 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 so desired, may take the matter up with the employee's 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 a Union Shop Steward if the employee so desires, may take the written grievance to **individual to whom the employee's immediate supervisor reports or designate** who shall consider the grievance and render a 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, **the Union** shall meet with the representative or representatives of the Employer designated by the **Employer**, 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 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 have both 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 and 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, the Single Arbitrator 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, STANDBY, CALLBACK

14.01 Hours of Work

- a) Hours of work for regular full-time employees hired on or prior to May 25, 1994 shall be thirty-seven and one-half (37.5) hours per week, Monday to Friday inclusive, consisting of seven and one-half (7.5) hour work periods, exclusive of unpaid meal breaks and inclusive of rest periods.
- b) Hours of work for regular full-time employees hired after May 25, 1994 shall be thirty-seven and one-half (37.5) hours per week, five (5) consecutive days, consisting of seven and one-half (7.5) hour work periods, exclusive of unpaid meal breaks and inclusive of rest periods. Scheduling shall be separate for both the Moncton and Saint John sites. Mobile clinic and fixed site clinic schedules shall be posted at both sites.
- c) Notwithstanding the provisions of Articles 14.01 a) and 14.01 b), hours of work for regular full-time employees hired to a full-time position after June 26, 2006 shall be seventy-five (75) hours to be scheduled over a two (2) week period, exclusive of unpaid meal breaks and inclusive of rest periods
- d) Notwithstanding the provisions of Articles 14.01 a), 14.01 b) and 14.01 c), hours of work for regular full-time Donor Service Representatives shall be seventy-five (75) hours to be scheduled over a two (2) week period, exclusive of unpaid meal breaks and inclusive of rest periods.

- e) Unless otherwise specified, hours of work for regular part-time, part-time, temporary, and casual employees are less than those for regular full-time employees.
- f) A regular full-time employee shall be paid for seventy-five (75) hours in a bi-weekly period if, through no means attributable to the employee, the employee has been scheduled by the Employer to work less than seventy-five (75) hours in a bi-weekly period.

14.02 Scheduling

- a) For employees hired after May 25, 1994, 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 days(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 the 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.
- 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. Scheduling shall be separate for both the Moncton and Saint John sites. Mobile clinic and fixed site clinic schedules shall be posted at both sites.

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, part-time, temporary, or casual employee shall receive the overtime rate when the employee is authorized to work in excess of thirty-seven and one-half (37.5) hours per week.
- c) Notwithstanding the provisions Article 14.03 b) above, a regular full-time, regular part-time, part-time, temporary, or casual Donor Service Representative shall receive the overtime rate when the employee is authorized to work in excess of seventy-five (75) hours in a bi-weekly pay period.

- d) Notwithstanding the provisions of Article 14.03 b) and c) above, regular full-time, regular part-time, part-time, temporary, or casual employee hired after June 26, 2006 shall receive the overtime rate when the employee is authorized to work in excess of seventy-five (75) hours in a bi-weekly pay period.
- e) In addition to the provisions of Article 14.03 c) above, a Donor Services Representative shall receive the overtime rate when the employee is authorized to:
 - i) work in excess of eleven and one quarter (11.25) hours in a work day, exclusive of unpaid meal breaks, or;
 - ii) work hours of a scheduled shift that extend beyond midnight, and such hours shall be outside of the averaging principle.
- f) 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 their choice of compensating time off with pay in writing to their Department Supervisor at the outset of the averaging period.

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

- g) Regular full-time employees may be granted compensating time off as contemplated by Article 14.03 f) 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.
- h) Except by mutual agreement between the employee and the Employer, work performed by employees within ten (10) hours of a previously worked shift, notwithstanding the Articles on Standby and Call Back, shall constitute overtime and will be paid at the rate of time and one-half (1-1/2). The provisions of this Article are considered to be outside the Hours of Work or averaging principle.
 - i) i) Additional hours and shifts shall be offered first to all regular part-time, part-time employees within the classification, subject to their competency in the area of work, for an ability to maximize their hours, while avoiding overtime. Failing this the employer shall then offer the additional hours or shifts by the seniority list pertaining to the classification.
 - ii) Additional hours on a scheduled shift shall be offered by seniority in the classification, to those at work first, subject to their competency in the area of work. Failing this the employer shall then offer the extra hours as per article 14.03 i) i).

- iii) For the purpose of this article the seniority lists shall be blended to include full-time, regular part-time and part-time employees.

14.04 Shift Work

- a) The Hours of Work as per posted schedules that will be in effect at the signing of this Agreement shall remain in effect during the life of this Agreement, unless the Employer gives the Union written notification as far in advance as possible of any proposed changes and meets with the Union to discuss the effects of such change(s).
- b) Rotation of employees from one shift to another shall be done in an equitable manner among employees in each classification.
- c) There shall be no split shifts implemented during the term of this Agreement except by mutual consent between the Employer and the employee.
- d) A shift premium will be paid to employees who, excluding mobile clinics, work a shift where 50% or more of the hours worked are between 1600 and 2400. The shift premium will be one dollar **and twenty-five cents (\$1.25)** per hour.

A shift premium will be paid to employees who, excluding mobile clinics, work a shift where 50% or more of the hours worked are between 0001 and 0800. The shift premium will be one dollar and fifty cents (\$1.50) per hour.

14.05 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.

14.06 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 (5) hours.
- c) Include a rest 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.

14.07 If meal or rest periods scheduled by the Employer cannot be provided as outlined in Article 14.06 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.

14.08 Standby

- a) Standby shall be deemed to mean any period during which an employee assigned to Standby duties is not on regular duty but during which period the employee must be available to respond without delay to any request to return to work.
- b) When Standby duty is necessary a schedule shall be formulated to rotate standby duties in an equitable manner whenever possible.
- c) An employee who is assigned to Standby shall be compensated with time off, if operational requirements permit, computed at the rate of 10% for each hour of Standby duty or portion thereof (i.e., 1 hour of Standby is equivalent to 6 minutes of time off.)
- d) The Standby premium shall be computed at the rate of 14% for each hour of standby duty or portion thereof for work scheduled on an employee's days off.
- e) If an employee is assigned to Standby duty on a Statutory Holiday the employee shall be compensated with time off or pay in accordance with section b) above, however, the compensating time off or payment shall be calculated at the rate of time and one-half (1-1/2).
- f) Within two (2) working days following completion of the Standby duty the employee shall express in writing to the Department Supervisor, the employee's choice of compensating time off or pay. If compensating time off cannot be scheduled at a mutually agreeable time, the employee shall receive pay in lieu at the appropriate rate.
- g) An employee who is required to be "on call" and who may be required to deal with work related problems on the telephone without actually returning to work shall receive pay for one hour at the overtime rate of time and one-half (1-1/2) for each ninety (90) hours of standby duty.

14.09 Call Back

- a) If an employee is called back to the Centre the employee shall have the choice of time off 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. Standby time shall not be paid, however, for the period that the employee is actually paid for the call back.
- b) If an employee is called back to the Centre on a designated statutory holiday, the employee 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.

- c) The employee shall express in writing to the Department Supervisor, the employee's choice of compensating time off or pay when hours of work are submitted.
 - 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 to work outside the employee's normal work hours while on standby, the employee shall either be provided with transportation (taxi) from the employee's place of residence to the Centre and return or the Employer shall pay such employee at the prevailing corporate rate per kilometer, inclusive of all taxes, if the employee's own vehicle is used. Kilometrage or taxi fare either to or from the employee's place of residence shall be reimbursed to a maximum of twenty-four dollars (\$24.00).
- 14.10 a) Compensating time accrued to a maximum of thirty-seven and one-half (37.5) hours in accordance with 14.03 f), 14.08 c), d), e), f), 14.09 a), b) and 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 31st of any year.

14.11 Call In and Shift Cancellation

- a) An employee who is called in or reports for work as scheduled and there is no work available shall be credited with a minimum of four (4) hours at straight time.
 - b) 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 ½) hours. At the discretion of the Employer, the employee may be assigned alternate duties up to the maximum of seven and one-half (7 ½) hours.
- 14.12 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.

14.13 In Charge Premium

Technologists and Lab Assistants assigned to be "in charge" shall be paid an "in charge" premium equivalent to \$0.85 per hour for the necessary portion of their shift during which they assume all related responsibilities. Such employees shall be paid for a minimum of one (1) hour.

14.14 No Pyramiding

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

ARTICLE 15- PAID HOLIDAYS

15.01 An employee does not qualify for a paid holiday if the employee does not work the employee's 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, the employee shall be compensated in accordance with Article 15.04.

Paid Holidays

- | | |
|----------------------|---|
| 1. New Year's Day | 12. 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) |
| 2. Family Day | |
| 3. Good Friday | |
| 4. Easter Monday | |
| 5. Victoria Day | |
| 6. Canada Day | |
| 7. New Brunswick Day | |
| 8. Labour Day | 13. 1/2 day off before Christmas Day and 1/2 day off before New Year's Day |
| 9. Thanksgiving Day | |
| 10. Remembrance Day | |
| 11. Christmas 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 authorized to work on a paid holiday as defined in Article 15.01 the employee 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

Except as provided otherwise, all employees covered by this agreement shall receive an annual vacation with pay as follows:

- 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.
- 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 April 1st to indicate their choice of vacation. The vacation schedule shall be posted not

later than May 1st and shall not be changed unless mutually agreed by the employee and the Employer.

Requests for annual leave for April of the next vacation year shall be submitted by December 31st and annual leave for April shall be granted in order of seniority and be posted by Feb 14th.

- d) Employees who have not made their selection of vacation dates by May 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 December 31st 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 their 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 1st to March 31st.
- 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 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 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 the employee's 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 Vacation Pay

Annual vacation earned but not taken will be reimbursed at the employee's current rate of pay.

16.05 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 the employee's 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 the probationary period and is retroactive to the last day of commencement of employment **in the bargaining unit**. Except where otherwise indicated in this Agreement, seniority shall operate on a bargaining unit wide basis provided that where an employee claims seniority across classification, the employee 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.

17.02 Seniority List

The Employer shall maintain a separate seniority list for regular full-time, regular part-time and part-time employees showing the seniority hours accumulated by each employee up to December 31 of each year. An up-to-date seniority list shall be sent to the Union in January of each year. Automated seniority lists may be provided more often upon reasonable request.

17.03 Loss of Seniority

An employee shall only lose seniority in the event:

- a) the employee is discharged for just cause and is not reinstated.

- b) the employee resigns.
- c) the employee 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) the employee 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 the employee's 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 the employee's correct current address.
- e) the employee is laid off for a period longer than one (1) continuous year.

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

17.05 An employee shall retain 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 paid leave of absence under Article 22; or
- d) are absent from work under Maternity Leave/Adoption Leave/Parental Leave.

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 whenever possible, within thirty (30) days 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. Seniority for the purposes of this Article shall be considered to be bargaining unit wide.

- c) An employee selected to fill a regular full time, regular part-time, or part-time 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 the employee's trial period, the employee shall be reinstated in the employee's former position without loss of seniority.

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

18.03 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.

18.04 Where an employee and/or the Union feels 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.

18.05 Without the necessity of posting in accordance with Article 18, when an employee is unable to perform the employee's regular duties to a medically substantiated disability, the Parties will make every reasonable effort to first accommodate the employee in the pre-accident job, thereafter within the area to a position which is consistent with the employee's disability. Failing this, the parties shall explore all other options and will make every reasonable effort to relocate the employee in a reasonable accommodation, 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 move.

18.06 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 the employee's record for use against the employee at anytime.
- 19.02 The record of the employee shall not be used against the employee 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's written reply to such notification of dissatisfaction shall become part of the employee's record.
- 19.04 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.

ARTICLE 20 - LAYOFFS AND RECALLS

- 20.01 A lay off shall be defined as an elimination or reduction in a regular full-time employee's regular hours of work as defined in this Agreement.

For regular part-time, part-time employees, a lay off shall be defined as a reduction in the workforce.

Role of Seniority in Layoffs

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 three (3) 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 shall 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, part-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 - 20 working days prior to the effective date of layoff to employees with less than one year of service, 40 working days prior to the effective date of layoff to employees with more than one year but less than 5 years of service, 60 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, the employee 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 three (3) 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. The Employer shall not assess qualifications of the employee in an arbitrary manner.

- 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 the employee was being paid in the employee's previous position.
- d) Any employee who exercises rights under this clause shall do so within five (5) working days of the employee's notice of layoff or displacement.
- e) No temporary or casual 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 accept casual and temporary opportunities. This availability will not effect 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, 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.

During any period of layoff of six (6) months duration, the Employer shall keep in effect the employee's supplementary health 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 layoff.

20.08 Voluntary Layoff

Notwithstanding the foregoing, concurrent with issuing layoff notification to the Union, the Employer shall consider requests from employees in the affected department(s) to be laid off in the following manner:

- a) The Employer will canvass employees in the affected department(s) to determine if any of those employees wish to be approved for a voluntary layoff. The

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

- b) The Employer shall first consider requests from employees who are eligible to retire in accordance with the provisions and requirements of the C.B.S. Pension Plan. Should the Employer grant the request, subject to Article 20.08 d) below, the employee shall forfeit the employee's right to notice pursuant to Article 20.04 c) and shall be eligible for a severance payment as contemplated by Article 20.09.
- c) Should an insufficient number of employees volunteer pursuant to Article 20.08 b) above, the Employer shall consider requests from all other employees in the affected department(s). Should the Employer grant the request, subject to Article 20.08 d) below, the employee shall forfeit the employee's right to notice and shall be eligible for a severance payment as contemplated by Article 20.09
- d) The Employer shall grant voluntary layoff requests made by employees pursuant to Article 20.08 b) and c) above in seniority order, providing that operational requirements are maintained to the satisfaction of the Employer.
- e) If the required number of employees are not laid off pursuant to Articles 20.08 b) and c) above, Article 20.01 shall apply.

20.09 Severance

- a) Employees with greater than five (5) year's service who do not accept recall rights in accordance with Article 20.02 above, or do not claim the job of another employee in accordance with Article 20.05 above, shall receive a severance payment equal to two (2) week's pay for each year of service to a maximum of fifty-two (52) weeks, such payment to be pro-rated with respect to regular part-time and part-time employees.
- b) For the purpose of calculating 20.09 a) above, partial years of service shall be prorated based on completed months of service (i.e. yearly entitlement [exclusive of overtime]/ 12 x completed months of employment). Such amount shall be calculated at the rate of pay the employee is in receipt of at the time of severance.
- c) It is expressly understood that acceptance of a severance payment under this provision constitutes a termination of employment and is a waiver of recall rights.

ARTICLE 21- SICK LEAVE

- 21.01 All employees shall accumulate sick leave at the rate of one and one-half (1.5) days per calendar month of service to a maximum accumulation of two hundred and forty (240) working days. 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 the employee's absence from work.

- 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 the employee's 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., the employee shall not receive sick leave credit for the period of such absence, but shall retain the employee's 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 Newly hired employees shall accrue pro-rata sick leave for their initial month of hire, after which such employees shall accrue sick leave as contemplated by Article 21.01.
- 21.08 After the close of each year (April 1st to March 31st), the Employer shall advise each employee of the amount of sick leave accrued to the employee's credit.
- 21.09 Upon termination of employment all sick leave shall be cancelled and no payment shall be due therefor.
- 21.10 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 illness requiring the employee to be an in-patient in a hospital, the period of hospitalization shall be considered sick leave.
- 21.11 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.

ARTICLE 22- LEAVE OF ABSENCE

22.01 Leave of Absence With Pay

All regular full-time, regular part-time, and part-time 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, grandchild, mother, father, brother, sister or fiancé, step-child, step-mother, step-father., step-brother, step-sister: five (5) consecutive scheduled work days with pay within a seven (7) day calendar period;
- (ii) For a, legal guardian, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law; three (3) consecutive scheduled work days within a seven (7) day calendar period in conjunction with the day of the funeral;
- (iii) For an aunt, uncle, niece, nephew or grand-parent in-law one: (1) day for the purpose of attending the service.
- (iv) The provisions for "in-law" and "step-relative" relationships shall only apply in cases where it is a current relationship at the time of the death.
- (iv) For a close relative, other than those listed in 22.01 (a) (i), who resides in the employee's household, such employee may be granted up to five (5) consecutive scheduled work days with pay provided they make written application for approval by the Human Resources representative.
- (v) The employee may be granted, upon request, an additional leave of absence without pay of up to one (1) month counting from the first day of absence.
- (vi) 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.
- (vii) 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.

- 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 the employee's Department Supervisor at 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 the employee overstays the authorized leave of absence for any reason.

d) Appointment Leave

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, no leave will be granted except in extenuating circumstances.

- e) 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 thirty (30) hours in any one year, per employee. Where no advance notice is possible, emergency leave shall be granted to employees for reasons of 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, part-time employees 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 6.08.

t) Compassionate Care Leave

An employee shall be granted an unpaid leave of absence as per the Compassionate Care Leave provisions of the Employment Insurance Act.

22.02 Maternity Leave/Adoptive Leavea) 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 the employee's 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) An employee will not be entitled to any benefits while on maternity leave, unless the employee arranges with the Employer the prepayment of the employee's share of the benefit premiums in which the employee is participating. Such leave shall be without pay unless an employee qualifies for pay pursuant to Article 22.03.

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, part-time employee shall have the hours the employee 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 the employee's good health issued by the employee's attending physician. The Employer will reinstate the employee in the same classification held by the employee immediately prior to taking maternity leave and at the rate of pay the employee would have received had the employee never taken leave.

b) Adoption/Child care leave

- i) Leave for a period of up to **sixty-two (62)** 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 can not total more than **seventy-eight (78)** weeks. Such leave shall be without pay unless an employee qualifies for pay pursuant to Article 22.03.
- ii) An employee shall provide at least four (4) weeks notice of the employee's 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 the employee immediately prior to taking maternity leave and at the rate of pay the employee 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 the employee arranges with the Employer the prepayment of the employee's share of the benefit premiums in which the employee 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, part-time employee shall have the hours the employee 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 **maintain** a Supplemental Employment Benefits Plan. Employees on maternity or parental/adoption leave 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.

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 EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the employee is in receipt of EI maternity benefits for a maximum of **sixteen (16)** weeks.

CBS will pay seventy-five percent (75%) of the employee's gross weekly rate of pay for the 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 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 **eleven (11)** weeks.

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

In instances where two employees share the parental/adoption leave and both are in receipt of EI parental benefits, both employees shall be eligible for the SEB to a maximum of **eleven (11)** 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, regular part-time or part-time employee who is elected or selected for a 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 three (3) employees 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 juror, 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 Other Leaves

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.

22.10 Pension Plan

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, the employee's anniversary date 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).

ARTICLE 24- UNIFORM

24.01 Uniform Provided by Employer

- a) Employer shall provide lab coats to laboratory personnel from time to time.
- b) The Employer shall provide laboratory employees working with chemicals, which are subject to spills, with either two (2) pairs of scrub pants, two (2) scrub tops or one (1) pair of scrub pants and one (1) scrub top annually in January of each year.
- c) A clinic 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, a clinic employee terminating the employee's 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 (all applicable taxes included). Other than regular full-time employees shall receive such allowance on a pro-rated basis, based upon the number of hours worked in the previous twelve (12) months.

24.02 Care of Uniform

The Employer shall pay for the initial cost of alterations to uniform items that the Employer provides. Each employee shall keep their 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.

24.03 Ownership of Uniform

Any item of uniform or protective clothing supplied by the Employer shall remain the property of the Employer and shall not be worn while the employee is off duty.

24.04 The Employer will provide safety shoes/boots and equipment, annually or when damaged, when required to be worn/used, in accordance with Occupational Health and Safety standards regulations.

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 the employee's spouse has equal or better coverage through their 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 the employee's spouse has equal or better coverage through their 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 Coverages 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 plans.
- d) The Employer agrees to make available, in accordance with the provisions and requirements of these plans, improved dental and vision care provisions with the full cost of any such improvements to be borne by the employee.

25.02 Group Insurance Plans and Pension

- a)
 - i) Employees shall enroll in the Canadian Blood Services Pension Plan, Long Term Disability Plan, and Group Life Insurance Plan in accordance with the provisions and requirements of these plans.
 - ii) Employees who become eligible for pension plan participation and who elect or are required to participate in a pension plan, may participate in either the Canadian Blood Services Defined Contribution Pension Plan or the Canadian Blood Services Defined Benefit Pension Plan in accordance with the provisions of the plan selected by the employee.
- b) Canadian Blood Services agrees to provide each employee with an explanatory booklet on all the above benefit plans.

25.03 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 seniority and employment on the date when the employee is declared permanently unfit to perform the employee's regular duties or, on the date as of which the employee is certified as fit to return to work and 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 the employee's 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. Retroactivity shall apply only to basic wages earned during the period January 1, 2018 to their termination. It is an employee's sole responsibility to maintain their current address and contact information with the Employer. The Employer will advise terminating employees how to maintain such information with the Employer.
- 26.03
 - a) Employees on staff at the signing of this Agreement will receive full retroactivity of salary increases to the effective dates as set out in Schedule "A". Such retroactivity shall only apply to basic wages, overtime and call back.
 - b) All articles and premium provisions, unless otherwise specified, shall be deemed to be effective on the date of signing of this Agreement.
- 26.04 Employees shall receive annual increments on their date of employment each year until they reach the maximum increment level of their classification as outlined in Schedule

"A" except for those employees engaged on a regular part-time, part-time basis who shall receive increments according to the provisions of Article 6.03.

26.05 Employees shall be paid bi-weekly in accordance with Schedule "A" in this Collective Agreement.

26.06 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. Employees shall return to their home position after such an assignment.

26.07 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 pro-rated with respect to regular part-time, part-time employees.

26.08 Technologist IIs, Lab Assistants assigned to conduct training on SOPs and COPs, specifically for the purpose of certification, new hires, re-certification, retraining or annual review, shall receive a premium of one dollar (\$1.00) per hour for each hour or part thereof spent training.

26.09 Registration/Licensing Fees

Upon request of an employee, the Employer shall deduct the annual registration/licensing fees associated with the employee's current position with the Employer from the employee's pay. It is the responsibility of the employee to ensure that all registration/licensing information is submitted to the employee's professional association within the submission deadline dates.

ARTICLE 27- MEAL ALLOWANCES

27.01 Employees who work mobile clinics outside the city of Saint John, shall be provided with the meal allowances, inclusive of all taxes, to reflect the Provincial rates in existence at the date of ratification, as follows:

Overnight and Mobile Clinics

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

27.02 i) Employees arriving at the Centre from an Overnight or Out-of-Town Clinic at 12:30 p.m. (lunch) and who have not had their lunch break shall be paid in accordance with Article 27.01

ii) Employees arriving at the Centre from an Overnight or Out-of-Town Clinic at 6:00p.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) Lunch- departure before 11.00 a.m.
- b) 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 the employee's 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's shift is due to terminate before 10:00 p.m., and at the Employer's request the employee is required to remain at the Centre past 10:00 p.m., the employee shall be provided with actual taxi fare up to a maximum of **\$25.00** to the employee's 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 an unforeseen circumstance it is deemed necessary, or when scheduled on 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 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 public streets or highways impassible. Any employee who abuses this article will be considered on leave of absence without pay.

- 31.02 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 1½ for all hours worked.
- 31.03 The Employer shall provide a taxi to transport blood if the employee deems it necessary after the transport department is closed.
- 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 1½ 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. 1½ 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 previously used by the Employer which affects a lay-off.
- 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 practical of the introduction of technological change that is expected to result in the displacement of employees in the bargaining unit.

ARTICLE 33- DURATION AND TERMINATION OF AGREEMENT

- 33.01 This Agreement shall be effective for the term beginning January 1, **2018** and as specified under Articles and schedules within, and shall remain in full force and effect until December 31, **2021**, and shall be automatically renewed thereafter for successive periods of **twelve (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.

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

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

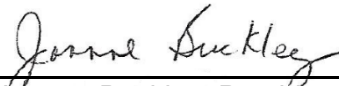
Signed at Saint John, New Brunswick this 24th day of July, 2020.

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

ON BEHALF OF CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2069
SAINT JOHN, NEW BRUNSWICK



Andrew Pateman, Vice President
People, Culture and Performance



Joanne Buckley, President,
CUPE 2069



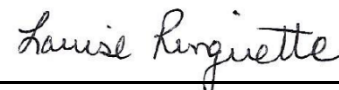
Michelle Rogerson, Director
Supply Chain Operations



Deborah Chase, Secretary/Treasurer
CUPE 2069



Mark Conroy, Business Partner
People, Culture and Performance



Louise Ringette, Bargaining Committee Member,
CUPE 2069



Mike Conrad, Sr. ER Consultant
People, Culture and Performance

SCHEDULE A- CLASSIFICATIONS

Laboratory Technologist:

During the term of this Agreement the Employer agrees to adjust the rates of pay for the Laboratory Technologists II to be equal to and effective on the date shown in the Agreement(s) for Medical Laboratory Technologists II that will be agreed to up to and including December 3, 2021. between the Treasury Board and the New Brunswick **Union**, Group: **Medical Science Professionals**.

Laboratory Assistant:

During the term of this Agreement the Employer agrees to adjust the rates of pay for Laboratory Assistant to be equal to and effective on the dates shown in the Agreement for Pay Range 7 (Patient Services), that will be agreed to, up to and including December 31, 2021, between the Treasury Board and the Canadian Union of Public Employees representing the following groups: Clerical, Stenographic and Office Equipment Operation, Institutional Services and Patient Services under part III of the Public Services Labour Relations Act, New Brunswick. (Laboratory Assistant/Phlebotomist, Job Code 3041).

Donor Services Representative:

During the term of this Agreement, the Employer agrees to adjust the rates of pay for Donor Services Representative to be equal to and effective on the dates shown in the Agreement for Pay Range 6 (Clerical, Stenographic and Office Equipment Operation) that will be agreed to, up to and including December 31, 2021, between the Treasury Board and the Canadian Union of Public Employees representing the following groups: Clerical, Stenographic and Office Equipment Operation, Institutional Services and Patient Services under Part III of the Public Services Labour Relations Act, New Brunswick. (Telecommunications/Admitting/Registering. Job Code 1065).

Program Clerk General. Program Clerk Specialty Services. Scheduler /Timekeeper /Program Clerk:

During the term of this Agreement, the Employer agrees to adjust the rates of pay for Program Clerk General, Program Clerk Specialty Services, Scheduler /Timekeeper /Program Clerk to be equal to and effective on the dates shown in the Agreement for Pay Range 8 (Clerical, Stenographic and Office Equipment Operation) that will be agreed to, up to and including December 31, 2021, between the Treasury Board and the Canadian Union of Public Employees representing the following groups: Clerical, Stenographic and Office Equipment Operation, Institutional Services and Patient Services under Part III of the Public Services Labour Relations Act, New Brunswick. (Administrative Support – Clinical, Job Code 1025).

Building Custodian:

During the term of this Agreement, the Employer agrees to adjust the rates of pay for Building Custodian to be equal to and effective on the dates shown in the Agreement for Pay Range 5 (Institutional Services) that will be agreed to, up to and including December 31, 2021, between the Treasury Board and the Canadian Union of Public Employees representing the following groups: Clerical, Stenographic and Office Equipment Operation, Institutional Services and

Patient Services under Part III of the Public Services Labour Relations Act, New Brunswick. (Groundskeeper/Equipment Operator, Job Code 2093).

Supply Technician:

During the term of this Agreement, the Employer agrees to adjust the rates of pay for Supply Technician to be equal to and effective on the dates shown in the Agreement for Pay Range 8 (Clerical, Stenographic and Office Equipment Operation) that will be agreed to, up to and including December 31, 2021 between the Treasury Board and the Canadian Union of Public Employees representing the following groups: Clerical, Stenographic and Office Equipment Operation, Institutional Services and Patient Services under Part III of the Public Services Labour Relations Act, New Brunswick. (Inventory Services Agent/Administrative Support. Job Code 1078).

Technical Field Support Analyst:

During the term of this Agreement, the Employer agrees to adjust the rates of pay for Technical Field Support Analyst by an amount equal to and effective on the dates as the general wage increases **that will be agreed to, up to and including December 31, 2021**, in the Agreement between the Treasury Board and the Canadian Union of Public Employees representing the following groups: Clerical, Stenographic and Office Equipment Operation, Institutional Services and Patient Services under Part III of the Public Services Labour Relations Act, New Brunswick.

Customer Service Representative and Senior Customer Service Representative:

During the term of this Agreement, the Employer agrees to adjust the rates of pay for Customer Service Representatives and Senior Customer Service Representatives **by an amount equal to** and effective on the dates of the general wage increases that will be agreed to, up to and including December 31, 2021 between the Treasury Board and the Canadian Union of Public Employees representing the following groups: Clerical, Stenographic and Office Equipment Operation, Institutional Services and Patient Services under Part III of the Public Service Labour Relations Act, New Brunswick.

NB: The Employer undertakes to provide any retroactive adjustments by the second pay period following the date of signing of the Collective Agreement. Salary scales resulting from the foregoing, when available, will form part of this Appendix "A".

SCHEDULE B - CREDITS1. Credit for Experience for Laboratory Technologists

Up to level five, credit to experience, shall be granted on the following basis:

- a) For each 6-month block of continuous, related full-time experience within the last 36 months, allow credit at current half increments up to a maximum of level four.
- b) For each 12-month block of continuous, related full-time experience within the 24 months prior to the above, allow credit at current half increments for a maximum of 1 year credit. If a) does not apply, this maximum under b) may be increased to level five.
- c) Related part-time experience shall be assessed as stated in a) and b) above with the recognition that 1950 continuous hours worked is the equivalent of 12 months of regular full-time experience.

2. Educational Credit for Laboratory Technologists

R.T. plus B.Sc., or A.R.T, allow one (1) additional increment, plus one (1) increment step:

- a) Only one (1) additional increment will be paid regardless of how many of the above qualifications apply.
- b) An employee who is qualified as an R.T. with a B.Sc. in Medical Laboratory Service will not receive a further increment should the employee successfully complete an A.R.T.

LETTER OF AGREEMENT

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

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2069
(hereafter referred to as "the Union")

re: Canadian Blood Services Universal Benefits Plan

WITHOUT PREJUDICE OR PRECEDENT

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

- #1 The Universal Benefits Plan, as described in the attached plan summary, shall replace the benefit entitlements as described in Articles 25.01 and 25.02 of the Collective Agreement. Eligibility to participate in the benefits plan shall continue to be in accordance with the Collective Agreement.
- #2 Other-than-full time employees' eligibility for participation in the Universal Benefits Plan shall continue as per their current eligibility for participation under the Collective Agreement.
- #3 The levels of coverage of the Universal Benefits Plan shall not be reduced from those levels in effect as of the date of signing of this Letter of Understanding.
- #4 The Employer shall make any future enhancements to the Universal Benefits Plan at its sole discretion.
- #5 If the union no longer wishes to participate in the Universal Benefits Plan, it may indicate its intention to withdraw from the Plan concurrent with its notice to bargain as outlined in Article 1.01. The parties would then be free to negotiate levels of benefit coverage after which time this Letter of Understanding shall be null and void. The level of benefits provided under the Universal Benefits Plan shall remain in effect for the duration of this collective agreement, the aforementioned notice period and during the negotiation period for a renewal collective agreement.

For the Purposes of this Letter of Understanding:

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

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


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

An "other-than-full-time employee" shall mean a regular part time, 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 2069, Province of New Brunswick.

Signed at Saint John, New Brunswick this 24th day of July, 2020.


For the Employer:




Andrew Pateman, Vice President
People, Culture and Performance



Michelle Rogerson, Director
Supply Chain Operations




Mark Conroy, Business Partner
People, Culture and Performance




Mike Conrad, Sr. ER Consultant
People, Culture and Performance


For the Union:



Joanne Buckley, President
CUPE 2069



Deborah Chase, Secretary/Treasurer
CUPE 2069



Louise Ringuette, Bargaining Committee Member
CUPE 2069

CANADIAN BLOOD SERVICES UNIVERSAL BENEFITS PLAN

Effective October 01, 2018

PLAN FEATURES	
Retirement Division	<ul style="list-style-type: none"> ▪ as per the current retirement division
MAJOR MEDICAL (EXTENDED HEALTH CARE)	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ full-time: 1st of the month following date of hire ▪ part-time: as per the Collective Agreement
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: compulsory (except for opting out provisions as set out in the benefits contract) ▪ dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Deductible	<ul style="list-style-type: none"> ▪ \$15 single/\$25 family deductible for drug expenses ▪ nil for all other expenses
Combined Maximum	<ul style="list-style-type: none"> ▪ unlimited
Coinsurance <ul style="list-style-type: none"> ▪ Drugs ▪ Hospital ▪ Vision ▪ Other Eligible Expenses 	<ul style="list-style-type: none"> ▪ 100% ▪ 100% ▪ 100% ▪ 80% professional and paramedical services ▪ 100% for all other expenses
<ul style="list-style-type: none"> ▪ Drug Features 	<ul style="list-style-type: none"> ▪ drugs available only by prescription (plus certain life-sustaining drugs that do not legally require a 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 ▪ Anti-obesity drugs ▪ Smoking cessation drugs to \$300 life time maximum per person ▪ Fertility drugs are subject to a lifetime maximum of \$15,000 per person. ▪ charges for oral contraceptives, intrauterine devices and diaphragms
<ul style="list-style-type: none"> ▪ Hospital Room 	<ul style="list-style-type: none"> ▪ private or semi private
<ul style="list-style-type: none"> ▪ Nursing Care 	<ul style="list-style-type: none"> ▪ max \$25,000 per person every 3 years
<ul style="list-style-type: none"> ▪ Paramedical <ul style="list-style-type: none"> – Acupuncture – Chiropractor – Osteopath – Massage Therapist – Naturopath – Physio-therapist – Podiatrist – Psychologist/Social Worker – Speech Therapist 	<ul style="list-style-type: none"> ▪ 80% paramedical services to applicable maximum ▪ max of \$500 per person per year ▪ max of \$500 per person per year ▪ max of \$500 per person per year* ▪ max of \$500 per person per year ▪ max of \$500 per person per year* ▪ max of \$500 per person per year ▪ max of \$500 per person per year* ▪ max of \$1,500 per person per year, <i>includes Psychotherapists (effective Oct., 01, 2018)</i> ▪ max of \$500 per person per year
<ul style="list-style-type: none"> ▪ Vision Care 	<ul style="list-style-type: none"> ▪ max of \$250 per person in any 24 consecutive months

PLAN FEATURES	
	(frames, lenses, laser) <ul style="list-style-type: none"> ▪ one eye exam every 2 calendar years (reasonable and customary costs)
▪ Hearing Aids	▪ max of \$300 per person in any 5 consecutive calendar years
▪ Other	<ul style="list-style-type: none"> ▪ nursing home accommodation – max \$20 a day ▪ ambulance services to and from the nearest appropriate medical care ▪ medical supplies and services to specified maximums ▪ accidental dental treatment within 6 months of the accident ▪ extra care (wigs or hairpieces up to \$500 lifetime per person)
▪ Emergency Out-of-Country	<ul style="list-style-type: none"> ▪ emergency medical services ▪ referral treatment ▪ max of \$5 million lifetime per person
▪ 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"> ▪ Part I – unlimited ▪ Part II - \$1,500/year ▪ Part III - \$2,500 lifetime
Recall Exam	▪ 6 months
X-Rays	<ul style="list-style-type: none"> ▪ bitewing – once every 6 months ▪ full mouth – once every 24 months
LONG TERM DISABILITY	
Premium Cost Sharing	▪ as per the Collective Agreement
Waiting Period	▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: compulsory ▪ dependent coverage: not applicable
Required Number of Hours	▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ less than 4 years of service: 66 2/3% of pre-disability earnings ▪ 4 years of service or more: 75% of pre-disability earnings
Maximum Benefit	▪ \$15,000 a month without Evidence of Insurability, \$23,000 a month with satisfactory Evidence of Insurability as per Manulife.
Qualifying Period	▪ 15 weeks or expiration of sick leave credits whichever is greater
All Source Maximum	▪ 80% of gross pre-disability earnings
Definition of Disability	▪ 2 years own occupation as per Manulife

PLAN FEATURES	
Indexation of Benefits	<ul style="list-style-type: none"> ▪ no
Pre-existing Condition Clause	<ul style="list-style-type: none"> ▪ yes
BASIC LIFE INSURANCE	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: compulsory ▪ dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Reduction Formula	<ul style="list-style-type: none"> ▪ employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
Maximum Benefit	<ul style="list-style-type: none"> ▪ without evidence: \$600,000 ▪ with evidence: \$1,000,000 ▪ combined maximums with Optional Life
OPTIONAL LIFE INSURANCE	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: not compulsory ▪ dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ 1x or 2x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Maximum Benefit	<ul style="list-style-type: none"> ▪ without evidence: \$600,000 ▪ with evidence: \$1,000,000 ▪ combined maximums with Basic Life
DEPENDENT LIFE	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: not applicable ▪ dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ Spouse <ul style="list-style-type: none"> ▪ \$10,000 ▪ Each Eligible Child <ul style="list-style-type: none"> ▪ \$5,000
BASIC ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: compulsory ▪ dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
REDUCTION FORMULA	<ul style="list-style-type: none"> ▪ employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> 85% at age 65

PLAN FEATURES	
	70% at age 66 55% at age 67 40% at age 68 25% at age 69
VOLUNTARY AD&D	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: not compulsory ▪ dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula <ul style="list-style-type: none"> ▪ Employee Coverage ▪ Family Coverage 	<ul style="list-style-type: none"> ▪ units of \$10,000 to maximum of \$500,000 ▪ spouse, no children: 50% of employee coverage ▪ spouse and eligible children: 40% of employee coverage for spouse & 10% for each child ▪ eligible children only: 15% of employee coverage for each eligible child

This is a summary of your benefits. While every effort has been made to ensure the accuracy of this information, complete information of your benefits can be found in the policy contract. Should any difference occur between this information and the contract, the contract will prevail.

LETTER OF UNDERSTANDING

Between

CANADIAN BLOOD SERVICES
(NEW BRUNSWICK CENTRE "EMPLOYER")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
(LOCAL 2069 "UNION")

Re: Pre-Authorized Payment for Pension and Benefits

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 make payment by authorizing the Employer to make the required deductions from the employee's bank account.

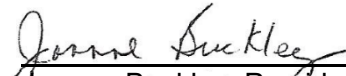
Signed at Saint John, New Brunswick this 24th day of July, 2020.

For the Employer:

For the Union:



Andrew Pateman, Vice President
People, Culture and Performance



Joanne Buckley, President
CUPE 2069



Michelle Rogerson, Director
Supply Chain Operations



Deborah Chase, Secretary/Treasurer
CUPE 2069



Mark Conroy, Business Partner
People, Culture and Performance



Louise Ringuette, Bargaining Committee Member
CUPE 2069



Mike Conrad, Sr. ER Consultant
People, Culture and Performance

MEMORANDUM OF UNDERSTANDING

Between

CANADIAN BLOOD SERVICES
(NEW BRUNSWICK CENTRE "EMPLOYER")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
(LOCAL 2069 "UNION")


Re: Leaves of Absence as provided by the New Brunswick Employment Standards Act

The Employer recognizes its obligations of assisting employees by providing access to the various leaves of absence in accordance with the New Brunswick Employment Standards Act, as amended from time to time.

As of January 29, 2020, this included but is not limited to Critically Ill Child Leave, Critically Ill Adult Leave, Domestic Violence Leave, etc.

Signed at Saint John, New Brunswick this 24th day of July, 2020.

For the Employer:




Andrew Pateman, Vice President
People, Culture and Performance



Michelle Rogerson, Director
Supply Chain Operations



Mark Conroy, Business Partner
People, Culture and Performance




Mike Conrad, Sr. ER Consultant
People, Culture and Performance

For the Union:



Joanne Buckley, President
CUPE 2069



Deborah Chase, Secretary/Treasurer
CUPE 2069



Louise Ringuette, Bargaining Committee Member
CUPE 2069

**CUPE 2069 – WAGE ADJUSTMENTS
HOURLY WAGE SCALES**

Based on 1950 hours

CLASSIFICATION	July 1/17 EXPIRED RATES	Jan 1/18 (+0.5%)	July 1/18 (+0.5%)	Jan 1/19 (+0.5%)
LABORATORY ASSISTANT (Job Code 3041)	20.4842	20.5866	20.6895	20.7929
	21.2523	21.3586	21.4654	21.5727
	22.0493	22.1595	22.2703	22.3817
DONOR SERVICE REPRESENTATIVE (Job Code 1065)	19.7344	19.8331	19.9323	20.0320
	20.4746	20.5770	20.6799	20.7833
	21.2422	21.3484	21.4551	21.5624
SCHEDULER/TIMEKEEPER PROGRAM CLERK (Job Code 1025)	21.2628	21.3691	21.4759	21.5833
	22.0599	22.1702	22.2811	22.3925
	22.8874	23.0018	23.1168	23.2324
BUILDING CUSTODIAN (Job Code 2093)	19.0118	19.1069	19.2024	19.2984
	19.7250	19.8236	19.9227	20.0223
	20.4646	20.5669	20.6697	20.7730
SUPPLY TECHNICIAN (Job Code 1078)	21.2628	21.3691	21.4759	21.5833
	22.0599	22.1702	22.2811	22.3925
	22.8874	23.0018	23.1168	23.2324
TECHNICAL FIELD SUPPORT ANALYST	22.4773	22.5897	22.7026	22.8161
	23.3202	23.4368	23.5540	23.6718
	24.1948	24.3158	24.4374	24.5595
CUSTOMER SERVICE REPRESENTATIVE	17.13	17.22	17.30	17.39
	17.68	17.77	17.86	17.95
	18.19	18.28	18.37	18.46
	18.75	18.84	18.94	19.03
	19.34	19.44	19.53	19.63
	19.95	20.05	20.15	20.25
SENIOR CUSTOMER SERVICE REPRESENTATIVE	20.03	20.13	20.23	20.33
	20.74	20.84	20.95	21.05
	21.49	21.60	21.71	21.81
	22.29	22.40	22.51	22.63
	23.00	23.12	23.23	23.35
	23.76	23.88	24.00	24.12

Based on 1950 hours

CLASSIFICATION	July 1/17 EXPIRED RATES	Jan 1/18 Pay Equity Adjustment & GWI	July 1/18 Pay Equity Adjustment & GWI	Jan 1/19 Pay Equity Adjustment & GWI	Mar 31/19 GWI	Apr 1/19 Pay Equity Adjustment
LABORATORY TECHNOLOGIST II	26.35	26.59	26.84	27.01	27.68	27.80
	27.57	27.82	28.08	28.27	28.97	29.08
	28.85	29.12	29.39	29.58	30.31	30.44
	30.16	30.44	30.72	30.92	31.68	31.81
	31.35	31.64	31.93	32.15	32.94	33.08
	32.91	33.22	33.53	33.75	34.59	34.73