

COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN BLOOD SERVICES NEW BRUNSWICK CENTRE

SAINT JOHN, NEW BRUNSWICK

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3728

(hereinafter called the "Union")

PARTY OF THE SECOND PART

April 1, 2013 to March 31, 2018

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE	3
ARTICLE 2 – RECOGNITION AND NEGOTIATIONS	3
ARTICLE 3 – MANAGEMENT RIGHTS.....	4
ARTICLE 4 – NO DISCRIMINATION	4
ARTICLE 5 – DEFINITION OF TERMS	4
ARTICLE 6 – OTHER THAN REGULAR FULL-TIME EMPLOYEES	5
ARTICLE 7 – CHECK-OFF.....	10
ARTICLE 8 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES.....	10
ARTICLE 9 – CORRESPONDENCE.....	10
ARTICLE 10 – RIGHT TO UNION REPRESENTATION.....	11
ARTICLE 11 – JOINT LABOUR MANAGEMENT COMMITTEE.....	11
ARTICLE 12 – GRIEVANCE PROCEDURE.....	12
ARTICLE 13 – ARBITRATION	14
ARTICLE 14 – HOURS OF WORK, OVERTIME, STANDBY, CALL BACK.....	15
ARTICLE 15 – PAID HOLIDAYS	20
ARTICLE 16 – ANNUAL VACATION	21
ARTICLE 17 – SENIORITY	24
ARTICLE 18 – JOB POSTINGS/CLASSIFICATION	25
ARTICLE 19 – ADVERSE REPORT	26
ARTICLE 20 – LAYOFFS AND RECALLS	27
ARTICLE 21 – SICK LEAVE.....	29
ARTICLE 22 – LEAVE OF ABSENCE	30
ARTICLE 23 – SAFETY AND HEALTH	35
ARTICLE 24 – UNIFORM.....	36
ARTICLE 25 – BENEFITS PROGRAM	37
ARTICLE 26 – WAGES, ANNIVERSARY INCREMENTS, RETROACTIVITY, RETIREMENT	39
ARTICLE 27 – MEAL ALLOWANCES.....	40
ARTICLE 28 – BULLETIN BOARD.....	40
ARTICLE 29 – LODGINGS AND TRANSPORTATION	40
ARTICLE 30 – NO STRIKE AND NO LOCKOUT	41
ARTICLE 31 – INCLEMENT WEATHER.....	41
ARTICLE 32 – TECHNOLOGICAL CHANGE	42
ARTICLE 33 – DURATION AND TERMINATION OF AGREEMENT	42
SCHEDULE "A" – Registered Nurses	44
SCHEDULE "B" – Credits	45
MEMORANDUM OF UNDERSTANDING – Phlebotomists in New Brunswick Centre.....	46
MEMORANDUM OF UNDERSTANDING – Guarantee for Part Time Hours	47
MEMORANDUM OF UNDERSTANDING – Voluntary Recognition	49
CBS DEFINED BENEFIT PENSION PLAN	50
MEMORANDUM OF AGREEMENT – Donor Screening	51

ARTICLE 1 – PREAMBLE

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

ARTICLE 2 – RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees Local 3728 as the sole and exclusive bargaining agency for all its registered nurses employed in a nursing capacity working at or out of Canadian Blood Services, Saint John, New Brunswick Centre, save and except staff development nurse(s), supervisors and those above the rank of supervisor and all those excluded by the Industrial Relations Act.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, or when regular employees are not available, and provided that the performing of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employees.

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 to make an agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

2.04 Application

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

2.05 Copies of Agreement

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

the Employer to each employee and the cost of such shall be borne equally by the Employer and the Union.

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

ARTICLE 3 – MANAGEMENT RIGHTS

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

ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no discrimination, restraint or coercion exercised for any reason 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 her.
- 5.02 For the purposes of this Agreement the following definitions are given:
- a) **Regular Full Time Employee** - A regular full time employee is one who is regularly scheduled to work a minimum of seventy-five (75) hours over a two (2) week period and has been approved for permanent employment by the Employer after the completion of a probationary period in accordance with 5.02 b) below. An employee moving from regular part-time or temporary status must complete that portion of the probationary period not already completed as a regular part-time or temporary employee.
 - b) **Probationary Employee** – A probationary employee is one who has not completed the equivalent of six (6) calendar months of satisfactory continuous service necessary for acceptance with the Employer, provided however that each full day of absence for any reason will add one day to the probation period. The employee will be evaluated prior to the end of the initial six (6) month probationary period. Probationary employees will be entitled to all the applicable terms of this Agreement, subject to Article 6 for other-than-regular-full-time employees. If an employee is unsatisfactory in the opinion of the Employer, such employee may be terminated at any time during the probationary period without cause or notice and without recourse to the grievance procedure, provided the reasons for such discharge are not discriminatory or in bad faith.

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

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

ARTICLE 6 – OTHER THAN REGULAR FULL-TIME EMPLOYEES

6.01 Applicability of Agreement

- a) Except as modified by this Article, all provisions of this collective agreement shall apply to regular part-time employees on a pro-rata basis when applicable.
- b) Temporary employees shall only be entitled to: wages, hours of work and overtime, call-back, call-in, meal and transportation allowance and the provisions of Articles 6.03 d), 6.09, 6.10 f), 6.10 g), 6.11 and 25.03 as specified in this agreement during a period of active employment. No other provisions of the collective agreement will apply, however, a formal discharge will not be made for reasons which are discriminatory or in bad faith.
- c) Casual employees shall only be entitled to: wages, hours of work and overtime, call-back, call-in and meal and transportation allowances and the provisions of articles 6.03 d), 6.09, 6.10 f), 6.10 g) and 25.03 as specified in this agreement during a period of active employment. No other provisions of the collective agreement will apply, however, a formal discharge will not be made for reasons which are discriminatory or in bad faith.

6.02 Probation

- a) A regular part-time employee shall be considered a probationary employee for the first 975 hours worked from the date of her last employment.

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.

6.03 Seniority

- a) The right of seniority is acquired after an employee successfully completes her probationary period and is retroactive to the last day of commencement of employment with the Employer.

Regular 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, inclusive of all regular and worked premium hours to a maximum of 1950 hours per calendar year.

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

- b) A regular part-time employee changing her status to regular full-time or vice versa shall continue to earn seniority.
- c) Regular part-time employees shall not lose accumulated seniority rights while on approved leave of absence.
- d) Casual 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 her casual position, her accumulated hours shall also be counted towards the probationary period of the regular position.

6.04 Anniversary Increments

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

6.05 Filling of Regular Full Time or Regular Part Time Vacancies

- a) When two (2) or more employees are vying to occupy a regular full time or regular part time vacancy, the provisions of Article 18.01 b) shall apply. Seniority will be determined at time of selection subject to Article 6.03.
- b) The employee selected to fill a regular full time or regular part time position must undergo the probationary period not completed during her previous employment status, or one calendar month (or equivalent hours for regular part time) whichever is greater. If the employee is selected to fill a regular full-time position in another classification she will be on a trial period of two calendar months. Should the employee fail to succeed during her trial period, she shall be reinstated in her former position without loss of seniority.
- c) On appointment to a regular 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 then establish the 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 her accumulated service credits for the purpose of calculating vacation entitlement in the regular full-time position.

6.06 Filling of Temporary Full-time Vacancies

The employment status of a regular part-time such employee will not be changed to temporary or casual if such employee temporarily acts in a temporary full-time position.

6.07 Compassionate Leave and Jury Duty

In accordance with Article 22.01 (a), and 22.06 the pay entitlement of regular 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 Benefits - Pension Plan

- a) Regular part-time employees who meet the eligibility criteria shall be required to participate in the Health benefit plan subject to the regulations and requirements of the plan.
- b) Subject to the regulations and requirements of the plan regular part-time/Casual employees may be entitled to participate in the Pension Plan provided under this agreement contingent upon the employee meeting the eligibility criteria.

6.09 Paid Holidays

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

6.10 Annual Vacation

- a) Regular part-time employees shall accrue a percentage of hours worked during the pay period to be taken as paid vacation during the vacation year. Vacation shall accrue on the first seventy-five (75) hours worked during a pay period only.
- b) The following percentages shall determine the paid vacation accrual rate for regular part-time employees on the basis of hours worked from such employees' most recent date of hire:

0 to 7800 hours worked	6%
7801 to 37050 hours worked	8%
37051 hours worked and above	10%
- c) A regular part-time employee shall be entitled to carry a negative balance in her vacation bank if she is reasonably expected to accrue enough vacation to eliminate the negative balance by the end of the vacation year.
- d) Regular part-time employees are expected to make reasonable efforts to take all vacation accrued during the vacation year.
- e) A regular part-time employee shall be paid to a maximum of seven and one-half (7.5) hours for each approved vacation day taken.

- f) On the basis of hours worked from their most recent date of hire as contemplated by 6.10 b) above, temporary and casual employees shall be paid either six percent (6%), eight percent (8%), or ten percent (10%) of their hourly earnings on each pay cheque. Such percentage shall be paid on the first seventy-five (75) hours worked in a pay period only. Should any of the first seventy-five (75) hours worked be paid at the overtime rate, such percentage shall be paid on the straight time (1x) portion of such overtime hours only.
- g) After twelve (12) months of continuous service, 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 22.07 of this agreement.

6.11 Sick Leave

- a) Based on regular hours worked in each calendar month, regular 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 only for days on which employees are required to work but cannot attend due to illness. If the employee's illness continues beyond her posted scheduled hours of work (i.e., no further work is scheduled for her because of her illness), payments from the sick leave bank will be based on the weekly average number of hours worked by the employee in the twelve (12) calendar week period immediately preceding her sick absence.
- d) An employee who transfers to a regular full-time position shall retain her accumulated sick leave benefits.
- e) Upon termination of employment, all accumulated sick leave benefit shall be cancelled and no payment shall be due therefore.

A casual employee who has accumulated sick leave entitlement while employed as a regular full time or regular 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.

- 6.12 Qualified and available regular part-time employees shall have their hours distributed on the basis of seniority within their classification, subject to employees being trained and qualified to perform the work, all other-than-regular-full-time

employees remaining current and competent, and there being no overtime thereby created.

Based on regular hours worked in each calendar month, regular part-time and temporary employees shall accumulate sick leave credits on a pro-rata

ARTICLE 7 – CHECK-OFF

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

Canadian Union of Public Employees
21 Florence Street
Ottawa, Ontario
K2P 0W6

7.02 The Union shall forward to the Employer in writing, signed by the designated officials of the Union, any changes in dues before the Employer shall be obligated to make such deductions. The Employer will make such adjustments within thirty (30) days of being so notified.

7.03 The Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the deduction from wages of any employee for the payment of Union dues.

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

8.01 The employer agrees to 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 her request from her Department Supervisor shall be given an opportunity to interview the new employee during regular working hours without loss of pay.

ARTICLE 9 – CORRESPONDENCE

9.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Human Resources Representative of the Employer and the Secretary of the Union.

- 9.02 The Union shall advise the Employer in writing of the names of the CUPE Local 3728 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 employees 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 3728. The purpose of this Committee shall be to meet and confer on matters of mutual concern that may arise from time to time which are not properly the subject matter of a grievance or negotiations, nor shall such Committee have the power to add to, change or modify this Collective Agreement. The meetings of the Committee shall be chaired by the Employer's representative and the Vice-Chairman will be selected by the Union.
- 11.02 The Committee shall meet as and when required upon the written request of either party within ten (10) working days. The party requesting the meeting must also concurrently submit in writing the agenda items that are to be discussed. Minutes of the meeting will be taken and distributed to the members.
- 11.03 Employees on the above-mentioned Committee shall not suffer any loss of pay as a result of attending such meeting during working hours.
- 11.04 The Union shall notify the Employer in writing, listing the names of employee representatives selected as current Committee members.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 Grievance Defined

A grievance is defined as any difference or dispute arising out of interpretation, application, administration or violation of the Collective Agreement or a case where either party to the Agreement has been alleged to have acted unjustly or improperly.

12.02 Desirability of Prompt Settlement Through Informal Discussion

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

12.03 Union Stewards

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

12.04 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 she has a grievance as defined in 12.01 above, and after failing to obtain a satisfactory settlement from her Department Supervisor in the informal discussion stage (if such informal discussion had been earlier resorted to in accordance with 12.02 above)

prior to the expiration of the ten (10) working day period requirement of 12.04 a) above, the following procedure shall apply:

STEP ONE

Within 10 working days after the alleged grievance has arisen, the employee accompanied by a Union Shop Steward if she so desires, may take the matter up with her Supervisor, presenting the grievance in writing, on forms agreed upon by the Employer and the Union. Failing any reply or satisfactory settlement within five (5) working days from such presentation the employee may proceed to Step Two.

STEP TWO

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

STEP THREE

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

12.05 Policy Grievance - Union

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

12.06 Policy Grievance - Employer

If so required by a notice in writing from the Employer delivered to the Union, within five (5) working days after delivery of such notice, shall meet with the Human Resources Representative of the Employer and/or any other representative or representatives of the Employer designated by the Human Resources Representative, for the purpose of dealing with and disposing of any question concerning the application, interpretation of alleged violation of this agreement by the Union or by any representative of the Union or any employee in the bargaining unit. If any matter, properly the subject of a notice by the Employer

to the Union as provided for herein, is not disposed of to the mutual satisfaction of both parties within 14 working days after delivery of the notice herein provided, the Employer may refer the matter to arbitration as provided in Article 13 hereof within 10 working days from the expiration of such 14-day period.

12.07 General

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

12.08 Alleged Wrongful or Unjust Discharge or Suspension

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

12.09 Time Limits

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

ARTICLE 13 – ARBITRATION

- 13.01 A Board of Arbitration shall be composed of one member nominated by the Employer, one member nominated by the Union and a third member, who shall be the Chairperson, appointed by the other two members.
- 13.02 Within one week after either party hereto delivers to the other party a written notice requiring a grievance to be referred to a Board, each party shall notify the other party in writing of the name of its nominee as a member of the Board.
- 13.03 Should the members of a Board nominated by the Employer and the Union fail to agree on a third member within 10 days after they both have been notified in writing of the nomination of the other as a member of the Board, either party, after giving two days' written notice, may apply to the Minister of Labour of the Province of New Brunswick for the appointment of a third member who shall be the Chairperson thereof.

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

ARTICLE 14 – HOURS OF WORK, OVERTIME, STANDBY, CALL BACK

- 14.01 Hours of Work
- a) Hours of work for regular full-time shall be a total of seventy-five (75) hours to be scheduled over a two (2) week period, exclusive of unpaid meal breaks and inclusive of rest periods.
- b) Unless otherwise specified, hours of work for regular part-time, temporary, and casual employees are less than those for regular full-time employees.

A regular full-time employee shall be paid for seventy-five (75) hours in a hi-weekly period if, through no means attributable to her, she has been scheduled by the Employer to work less than seventy-five (75) hours in a bi-weekly period.

14.02 Scheduling

- a) Changes to the work week will be planned by the Employer, in consultation with the employees concerned and shall, unless otherwise mutually agreed between the employees concerned and the Employer, observe the conditions listed hereinafter:
 - i) A maximum of six (6) consecutive days of work between 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 his/her next workday.
 - iv) Alternate weekends off shall be granted as often as reasonably possible, with each employee receiving a minimum of every third weekend off.
- 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); and shall not change except in case of an emergency or staff replacement due to unexpected absence. Scheduling shall be separate for both the Moncton and Saint John sites. Nurses' work schedules for both sites will be posted at both sites.
- c) Shifts on a Saturday or Sunday shall be scheduled amongst qualified employees as equitably as possible. Regardless the foregoing, the Employer shall not be required to schedule an employee for such a shift if such employee would incur overtime subject to the averaging principle.
- d) Shifts that become available after the confirmed schedule is posted shall be offered to qualified employees who normally work at the site where the shifts are available in descending order of seniority, subject to operational requirements. Should no such employee accept such a shift, the Employer shall assign the shifts to qualified employees at the site where the shifts are available in ascending order of seniority, subject to operational requirements. Should no qualified employee be available to be assigned at that site, the Employer may then offer the shifts to qualified employees in

descending order of seniority at the other site, subject to operational requirements. Regardless the foregoing, the Employer shall not be required to schedule an employee for such a shift if such employee would incur overtime subject to the averaging principle.

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, temporary, or casual employee shall receive the overtime rate when she is authorized to:
 - i) Work in excess of seventy-five (75) regular hours in a bi-weekly pay period, or;
 - ii) Work in excess of eleven and one quarter (11.25) hours in a work day, exclusive of unpaid meal breaks, or;
 - iii) Work hours of a scheduled shift that extend beyond midnight.
- c) Notwithstanding Article 14.03 b), an employee who, by virtue of her date of hire, currently receives the overtime rate for hours worked in excess of nine (9) hours in a work day shall continue to receive such rate for such hours worked.
- d) In case of overtime, a regular full-time employee shall be given the choice of receiving pay or compensating time off with pay to a maximum of thirty-seven and one half (37.5) hours. An employee must indicate her choice of compensating time off with pay in writing to her Department Supervisor. Should the employer be unable to give the employee the time off within thirty (30) days, she shall receive pay for the overtime worked at the overtime rate.
- e) Employees may be granted compensating time off as contemplated by Article 14.03 d) above during the three (3) week posted schedule subject to the operational requirements of the Centre. If operational requirements do not permit, such time off will be granted provided the employee secures suitable replacement by an employee not otherwise scheduled to work at no premium-cost to the Employer.
- f) Except by mutual agreement between the employee and the Employer, work performed 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 ½). The provisions of this article are considered to be outside the Hours of Work or averaging principle.

14.04 Meal and Rest Periods

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

- a) Exclude a meal period of not less than 30 minutes nor more than 90 minutes to be scheduled by the Employer during each normal workday, exclusive of travel time on mobile clinics, when no immediate eating facility is available.

Lunch periods shall not be scheduled before 11:00 a.m. and dinner periods shall not be scheduled before 4:00 p.m. subject to the operational requirements of the clinic.

- b) Where the scheduled hours of work are five (5) hours or more a meal period shall be provided within the first five (5) hours.
- c) Include a rest period of fifteen (15) minutes as scheduled by the Employer during each three and three-quarter ($3 \frac{3}{4}$) 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 ($3 \frac{3}{4}$) hours in any one day.

14.05 If meal or rest periods scheduled by the Employer cannot be provided as outlined in Article 14.03, the employee shall be paid time and one-half ($1 \frac{1}{2}$) outside the averaging period for any time for meal or rest periods that cannot be rescheduled.

14.06 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 she must be available to respond without delay to any request to return to work.
- b) Where 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) Standby premium shall be computed at the rate of 14% for each hour of standby duty or portion therefore for work scheduled on an employee's days off.
- e) If an employee is assigned to Standby duty on a Statutory Holiday she 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 ½).

- f) Within two (2) working days following the completion of the Standby duty the employee shall express in writing to her Department Supervisor, her 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.

14.07 Call Back

- a) If an employee is called back to the Centre she shall have the choice of time off or pay for all hours worked calculated at the rate of time and one-half (1 ½) or for a minimum of 3 hours at the overtime rate of time and one-half (1 ½) whichever is the greater. Standby time shall not be paid, however, for the period that the employee is actually performing the call back (i.e., employee called back and works 1 hour then standby is not accrued for this 1 hour period).
- b) If an employee is called back to the Centre on a designated statutory holiday, she shall have the choice of time off or pay for all hours worked at the rate of time and one-half (1 ½) or for a minimum of three (3) hours at the overtime rate of time and one-half (1 ½) whichever is the greater and the employee will also receive time off equal to the actual hours worked on the designated holiday.
- c) Within two (2) working days following the week in which call back duties were performed the employee shall express in writing to her Department Supervisor, her choice of compensating time off or pay.
- 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 her normal hours or while on standby, she shall either be provided with transportation (taxi) from her place of residence to the Centre and return or the Employer shall pay such employee, (39 cents per kilometer inclusive of taxes) if the employee's own vehicle is used.

- 14.08 a) Compensating time accrued to a maximum of thirty-seven and one-half (37.5) hours in accordance with 14.03 d), 14.06 c), d), e), f), 14.07 a), b) and c) 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 1st of any year.

14.09 Shift Cancellation

Save and except Article 21, employees who are provided less than eight (8) hours' notice of shift cancellation shall be paid her scheduled hours to a maximum of seven and one half (7.5) hours and no less than four (4) hours at straight time. At the discretion of the Employer, the employee may be assigned alternate duties for scheduled hours to a maximum of seven and one half (7.5) hours straight time on the same day.

- 14.10 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.

14.11 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.

14.12 No Pyramiding

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

14.13 Shift Premium

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 (\$1.00) per hour.

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

ARTICLE 15 – PAID HOLIDAYS

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

Paid Legal Holidays

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

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

15.02 Holiday Falling in Vacation Period

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

15.03 Holiday Falling on Scheduled Day Off

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

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

ARTICLE 16 – ANNUAL VACATION16.01 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 ¼ 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 ¼ 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 shall be posted by February 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 30 of the current vacation year may have any unused vacation scheduled or assigned within the current vacation year, subject to 16.03 c), and d).
- f) An employee's anniversary date shall be the date of commencement of an employee's employment, subject to the terms and conditions of particular leaves which an employee may utilize.
- g) An employee shall be permitted to receive her vacation entitlement in an unbroken period unless otherwise mutually agreed.
- h) An employee who is prevented from taking part or all of vacation entitlement due to extended illness or Worker's Compensation and with mutual agreement between the employee and the Employer may have their accrued vacation days either deferred to the following calendar year or be paid for any unused vacation. Failing mutual agreement, such deferral or payment shall be at the discretion of the Employer.

16.03 When Vacation May Be Taken

- a) The vacation year shall be from April 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.
 - i) 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 her deferred vacation due to extended illness or workers' compensation and where such vacation cannot be rescheduled or assigned in accordance with Article 16.02 d), shall be paid for any unused vacation.

16.04 Termination

- a) Upon termination, annual vacation earned but not taken will be reimbursed at the employee's current rate of pay.

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

ARTICLE 17 – SENIORITY

17.01 Seniority Defined

Seniority is defined as the length of continuous service of an employee with the Bargaining Unit and shall be used as a factor in determining preference or priority for scheduling, vacation scheduling, offering of additional shifts, promotions, transfer, layoffs and recalls, subject to the provisions of this Agreement. The right of seniority is acquired after an employee successfully completes her probationary period and is retroactive to the last day of commencement of employment with the Bargaining Unit. Seniority shall operate on a bargaining unit wide basis except where otherwise stated in this Collective Agreement.

17.02 Seniority List

The Employer shall maintain a seniority list for all Bargaining Unit employees showing the seniority hours accumulated by each employee. A seniority list indicating seniority as of December 31 of the previous year shall be sent to the Union and posted on all bulletin boards in January of each year.

17.03 Loss of Seniority

An employee shall only lose her seniority in the event:

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

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

17.05 An employee shall retain 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.

17.06 Where the Employer identifies an opportunity for training that will not be required of all members of the bargaining unit, it shall be offered to employees by an interest posting that shall be posted for a minimum of ten (10) business days. Training shall be offered to those employees indicating interest on the basis of skill, ability, and required qualifications. Where such attributes are relatively equal, seniority shall be the deciding factor. Should no employees indicate their interest, the Employer shall assign the training to employees at its discretion. The Employer shall bear the costs of such training.

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 bulletin board and 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) Temporary assignments in excess of six (6) months shall be posted subject to the Employer declaring a vacancy.

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 his/her 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 her record for use against her at any time.

- 19.02 The record of the employee shall not be used against her after one (1) calendar year has elapsed, providing another warning or reprimand, has not been given within that period, and such period has been one of active employment. In this regard, any absence in excess of two (2) weeks will thus extend the period for the warning or reprimand to be removed.
- 19.03 The employee's written reply to such notification of dissatisfaction shall become part of her record.
- 19.04 Employees shall be granted an opportunity to view their personnel file 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, or a reduction in the hours of work for guaranteed regular part time positions; as defined in this Agreement.

For regular part-time employees with no guarantee, a lay-off shall be defined as a reduction in the workforce.

Role of Seniority in Layoffs and Displacement

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

Employees shall, within five (5) working days of notice of layoff, have the option to displace the least senior employee in an equal or lower classification provided they possess the required qualifications in accordance with Article 18.01 b).

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

20.05 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.

20.06 Continuation of Benefits

During any period of lay off of one (1) months duration, the Employer shall keep in effect the employee's extended health, and group life insurance coverages, provided the employee arranges with the Employer prior to the commencement of lay off the prepayment of premiums thereof. The employee will not be entitled to paid holidays occurring during any period of lay off.

20.07 Severance

- a) Employees with greater than five (5) years' service who do not accept recall rights in accordance with Article 20.02 above or do not choose to displace another employee in accordance with Article 20.01 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 prorated with respect to regular part-time employees.
- b) For the purpose of calculating 20.07 a) above, partial years of service shall be prorated based on completed months of service (i.e., yearly entitlements [exclusive of overtime]/12 x completed months of employment). Such amount shall be calculated at the rate of pay the employee is in receipt of at the time of severance.
- c) It is expressly understood that acceptance of a severance payment under this provision constitutes a termination of employment and is a waiver of recall rights.

ARTICLE 21 - SICK LEAVE

- 21.01 All regular full time employees shall accumulate sick leave at the rate eleven and one quarter (11.25) hours per calendar month of service to a maximum accumulation of eighteen hundred (1800) hours. Days absent from work on sick leave under this plan will be deducted from the accumulated total of each employee.
- 21.02 If requested by the Employer, an employee claiming entitlement to sick leave must produce a medical certificate, after three (3) consecutive work days of illness. If such a certificate is requested, it shall be asked for during the illness. If such medical certificate is not produced, the employee shall have no claim for pay in respect of her absence from work.
- 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 two (2) hours prior to the time such employee's work commences. The Employer will keep the employees informed as to where, when and to whom such reports are to be made.
- 21.04 Following sick leave of an extended duration, the employee shall report her availability for work to the Employer at least one (1) working day before reporting for duty.
- 21.05 When an employee is granted leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., she shall not receive sick leave credit for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such leave or lay off.

- 21.06 Fraudulently applying for and obtaining sick leave shall be cause for immediate discipline.
- 21.07 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 her credit.
- 21.09 Upon termination of employment all sick leave shall be cancelled and no payment shall be due therefore.
- 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 serious 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 employees qualify for the following leave of absence with pay.

- a) Bereavement Leave
- (i) At the time of death of an employee's spouse (including common-law spouse) child, mother, father, brother, sister or fiancé, five (5) consecutive scheduled work days with pay within a seven (7) day calendar period;
- (ii) For a legal guardian, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law; 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 or nephew, grandparent in-law one (1) day for the purpose of attending the funeral.

- (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, at her 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 (1) 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. Such time shall be pro-rated for regular part time employees in accordance with Article 6.01.

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 her 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 she overstays her 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

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 advanced 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 attention, or in the case of fire or flood in the employee's home requiring the employee's immediate personal attention. Regular 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 in accordance with Article 6.01.

22.02 Maternity Leave/Adoption Leave

a) Maternity Leave

- i) Upon written notification to the Human Resources Representative submitted not later than the 20th week of an employee's pregnancy, indicating therein the expected date of delivery as certified by the employee's attending physician, and upon written application of maternity leave filed with the Human Resources Representative not later than four (4) weeks in advance of the starting date of leave, a pregnant employee shall be granted maternity leave to a maximum period of seventeen (17) weeks before and/or after the delivery date, that shall include a compulsory six (6) weeks after the delivery date. The maternity leave period may be commenced at an earlier date, at the option of the Employer, when in the latter's opinion the employee's ability to carry out her assignments becomes limited. Such option shall not be exercised in an arbitrary manner. Prior to going on maternity leave, sick leave with pay shall be granted for illness arising from complications associated with the employee's pregnancy provided that a medical certificate is submitted.
- ii) Maternity leave will be without pay, and the employee will not be entitled to any benefits while on such leave, unless she arranges with the Employer the prepayment of her share of the benefit premiums in which she is participating.

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

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

twelve (12) weeks worked prior to the leave to determine average weekly hours.

- iii) An employee on maternity leave shall provide the Employer with 3 weeks' notice of readiness to return to work, including a medical certificate attesting to her good health issued by her attending physician. The Employer will reinstate the employee in the same classification held by her immediately prior to taking maternity leave and at the rate of pay she would have received had she never taken leave.
- iv) The Employer will pay ninety-five percent (95%) of the employee's normal basic earnings (Supplemental Unemployment Benefit) for the first two weeks of the maternity leave where an Employment Insurance waiting period must be served.

b) Adoption/Child Care Leave

- i) Leave without pay for a period of up to thirty-seven (37) consecutive weeks will be granted to an employee who becomes a parent of a child. Note: The combined maternity leave and adoption/childcare leave taken by one or both parents, cannot total more than fifty-two (52) weeks.
- ii) An employee shall provide at least four (4) weeks notice of her/his intention to take leave and the expected duration. If leave is taken under a), above, Child Care leave must be taken contiguous to such leave. An employee shall provide the Employer with three (3) weeks notice of readiness to return to work. The Employer will reinstate the employee in the same classification held by her/him immediately prior to taking maternity leave and at the rate of pay s/he would have received had the leave never been taken.
- iii) Adoption or Child Care leave will be without pay, and the employee will not be entitled to any benefits while on such leave, unless s/he arranges with the Employer the prepayment of her/his share of the benefit premiums in which s/he is participating.

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

Upon return to work from leave, a regular part-time employee shall have the hours s/he would have earned for the purposes of

seniority, and future salary and vacation percentage increments restored. In so doing, the Employer will utilize the last twelve (12) weeks worked prior to the leave to determine average weekly hours.

The Employer will pay ninety-five percent (95%) of the employee's normal basic earnings (Supplemental Unemployment Benefit) for the first two weeks of the adoption/Child care leave where an Employment Insurance waiting period must be served.

- 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 Leave of Absence Without Pay for Union Function

- a) A regular full-time or regular part-time employee who is elected or selected for a 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.

22.04 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.

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

22.06 Jury Duty

The Employer shall grant leave of absence with pay to an employee who is required to serve as a 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.

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

22.08 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 coverages for a maximum of one (1) year, provided the employee arranges with the Employer prior to the commencement of leave the prepayment of the full premiums thereof. In accordance with the plan, coverage under the Long Term Disability Plan ends the date the leave begins. The employee will not be entitled to paid holidays, sick leave or vacation accumulation during the entire period of absence.

Except where otherwise stated in this Agreement, contributions of the Employer and the employee to the Canadian Blood Services Pension Plan will cease during the period of general leave of absence without pay. Upon return, 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).
- 23.04 The Parties agree to hold monthly Joint Occupational Safety and Health Committee meetings in compliance to the NB Occupational Health and Safety Act.

ARTICLE 24 – UNIFORM

24.01 Uniform Allowance

- a) A registered Nurse 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 nurse terminating her services with the Employer prior to or on the 15th of any month shall not be entitled to the uniform allowance for that month. The uniform allowance shall be \$250.00 per annum (all applicable taxes included).
- b) A newly hired Nurse who has completed less than one (1) year of service shall receive the uniform allowance on a prorated monthly basis after the completion of her probationary period retroactive to the date of employment.
- An employee appointed before or on the 15th of any month shall be entitled to receive the full uniform allowance for that month, however, employees appointed after the 15th of any month shall not be eligible to receive the uniform allowance for that month.
- c) Regular part-time and casual Nurses shall receive the uniform allowance on a pro-rated basis, based on the number of hours worked in the previous twelve months.

24.02 Safety Footwear and Glove Allowance

Upon presentation of an appropriate receipt, the annual allowance for safety boots and gloves (to supplement the cost thereof) for full-time and part-time Nurses shall be \$75 (all applicable taxes included).

- 24.03 Any item of uniform or protective clothing/footwear supplied by the Employer shall remain the property of the Employer and shall not be worn while the Employee is off duty.

ARTICLE 25 – BENEFITS PROGRAM25.01 a) Dental Plan

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

b) Extended Health Plan

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

c) Plan 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 plan/s.

- 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

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

25.03 Pension Plan

All employees in the bargaining unit shall participate in accordance with the eligibility provisions of the CBS Defined Benefit Pension Plan (the "Plan"). The rate at which the employees shall contribute to the Plan shall be as established from time to time in accordance with the terms of the Plan. The rate at which the employer shall contribute to the Plan is limited to the fixed amount established from time to time in accordance with the terms of the Plan. The parties agree that the Plan is a defined benefit pension plan to which section 14(3) of the Pension Benefits Act, R.S.O. 1990 c. P.8 and Section 6(1) of Regulation 909 under the Pension Benefits Act, supra apply. For purposes of clarity the contribution rates of both employees and the employer are described at (schedule of sample contribution rates attached at page 53).

25.04 Occupational Accidents

- a) An employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the employer within the meaning of the Workers' Compensation Act, shall continue to receive pay from the Employer in the amount payable by Workers' Compensation, less applicable deductions (e.g. employee's share of benefit premiums).
- b) Should the employee's claim be disallowed by the Workers' Compensation Board, then any monies paid by the Employer shall be either charged against accumulated sick leave, or if the employee has no sick leave, the amount so paid shall be recovered from the employee.
- c) An employee who is absent on a Workers' Compensation claim will not accrue designated named holidays during the entire period of absence.
- d) An employee who is absent on a Workers' Compensation claim shall earn vacation and sick leave credits in accordance with articles 16 and 21. However, such credits will be limited to the number of days that would have accrued for twelve months of service.
- e) An employee shall lose his/her seniority and employment on the date as of which the employee is certified as fit to return to work and he/she fails to do so or, in the case of employees who are hired for a definite term of employment, upon expiration of such term, whichever occurs first.
- f) All accidents must be reported as soon as possible by the employee in writing to his/her supervisor. The employee will be provided with a copy of the report.
- g) Employees are required to provide the Employer, as far in advance as possible, with a written notice of readiness to return to work.

- h) Within two (2) weeks of the date of signing of this Collective Agreement, the Employer shall credit each employee's overtime compensatory banks with seven and one-half (7.5) hours to be used exclusively for a lost time incident. Where the seven and one-half (7.5) hours has been depleted through prior use, it will be restored on April 1 of each year.

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

ARTICLE 26 – WAGES, ANNIVERSARY INCREMENTS, RETROACTIVITY, RETIREMENT

- 26.01 The employees covered under this Agreement shall be paid wages and salaries as set out in Schedule "A" annexed hereto.
- 26.02 Employees who have terminated prior to the signing of this Agreement shall receive retroactive payment only upon written request submitted to the Human Resources Representative upon their termination. Retroactivity shall apply only to basic wages and overtime earned during the period April 1, 2013 to their termination.
- 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 for every 1950 hours worked (maximum of one incremental increase per calendar year), until they reach the maximum level of their classification as outlined in Schedule "A" except for those employees engaged on a regular part-time basis who shall receive increments according to the provisions of Article 6.04.
- 26.05 a) Employees shall be paid bi-weekly in accordance with Schedule "A" in this Collective Agreement.
- b) An employee assigned to perform the duties of a higher classification or replace a department supervisor on a temporary basis shall be paid a premium of 8% for all hours worked.
- 26.06 In the absence of the Clinic Supervisor on mobile clinics held outside the Centre a nurse shall be designated as in charge and such nurse shall be paid a premium of one dollar (\$1.00) per hour. This in charge designation shall be for the actual hours worked on such clinic(s).
- 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 employees.

ARTICLE 27 – MEAL ALLOWANCES

27.01 Nurses who work mobile clinics outside the city of Saint John, shall be provided with the following scheduled meal allowances inclusive of all taxes:

Overnight and Mobile Clinics

Breakfast	-	\$7.50
Lunch	-	\$10.50
Dinner	-	\$19.50

- 27.02 i) Employees arriving at the Centre from an Overnight or Out-of-Town Clinic at 12:00 p.m. (noon) 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 6:00 p.m. (dinner) and who have not had their dinner break shall be paid in accordance with Article 27.01.

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

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

27.04 Where no notice has been given to an employee, covered by this agreement, prior to the commencement of her scheduled work day at the Centre, that the work day will be extended in excess of 1 ½ hours, such employee shall be granted the meal allowance appropriate to the time of day during which the extension occurs.

ARTICLE 28 – BULLETIN BOARD

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

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

ARTICLE 29 – LODGINGS AND TRANSPORTATION

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

- 29.02 When an employee returns to the Centre from a mobile clinic (city or overnight) and such assignments terminate at the Centre past 10.00 p.m. or in the case where an employee works at the Centre past 10:00 p.m., she shall be provided with actual taxi fare up to a maximum of \$20.00 to her place of residence. Pooling arrangements for taxis will be utilized at every appropriate opportunity. When employees have their own mode of transportation this clause shall not apply.
- 29.03 On mobile clinics where an employee is not scheduled to stay overnight but because of 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 1 ½ for all hours worked.
- 31.03 In the event the Employer closes 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. 1 ½ for all hours worked.
- 31.04 With respect to the mobile team, decisions on whether or not to continue to travel will be made in consultation with the Manager.

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 practicable of the introduction of technological change that is expected to result in the displacement of employees in the bargaining unit.
- 32.06 Notwithstanding Articles 32.01 and 32.03, an employee who is affected by a lay-off because of technological change shall have the first opportunity to fill an opening in another classification for which he or she is qualified.

ARTICLE 33 – DURATION AND TERMINATION OF AGREEMENT

- 33.01 This Agreement shall be effective for the term beginning April 1, 2013, and as specified under Articles and Schedules within, and shall remain in full force and effect until March 31, 2018, and shall be automatically renewed thereafter for successive periods of 12 months unless either party gives notice to the other party in writing of Renewal not more than ninety (90) calendar days prior to the date of expiration of any renewal thereof.

33.02 Notice of Changes

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

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

Signed at Saint John, New Brunswick this _____ of June 2016.

On behalf of Canadian Blood Services:
New Brunswick Centre
Saint John, N. B.:

On behalf of The Canadian Union of
Public Employees, Local 3728,
Saint John, N. B.:

SCHEDULE "A"Registered Nurses:

During the term of this Agreement the Employer agrees to adjust the rates of pay for all Registered Nurses to be equal to and effective on the dates shown in the Agreement(s) RN2 that will be agreed to up to and including March 31, 2013, between the Treasury Board and the New Brunswick Nurses' Provincial Collective Bargaining Council Group: Nurses, under Part III of the Public Service Labour Relations Act, New Brunswick.

SCHEDULE "B"1. Credit for Experience

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 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 full-time experience.

2. Education Credit

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

Only one (1) additional increment will be paid regardless of how many of the above qualifications apply.

MEMORANDUM OF UNDERSTANDING

Between

CANADIAN BLOOD SERVICES - SAINT JOHN, NEW BRUNSWICK

And

C.U.P.E. LOCAL 3728

Re: Phlebotomists in New Brunswick Centre

Canadian Blood Services agrees that no employee as described in Article 2.01 shall be laid off or suffer a reduction in pay or have her hours of work reduced as a result of the Employer utilizing Phlebotomists.

The Employer shall continue the current practice of scheduling a Nurse before scheduling a Phlebotomist.

Date of Signing

Date of Signing

MEMORANDUM OF UNDERSTANDING

Between

CANADIAN BLOOD SERVICES — SAINT JOHN, NEW BRUNSWICK


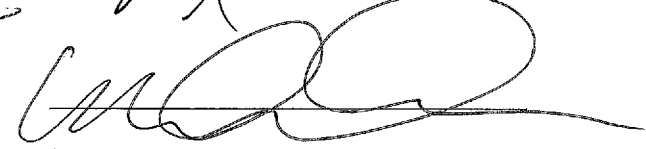
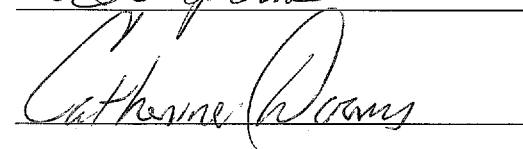
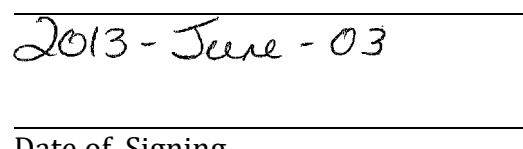
And

C.U.P.E. LOCAL 3728

The parties, Canadian Blood Services, New Brunswick Centre, Saint John, New Brunswick, hereinafter called the "Employer", and the C.U.P.E. Local 3728, hereinafter called the "Union", hereby agree on the following:

1. Canadian Blood Services has posted four (4) regular part-time positions with a minimum of sixty-five (65) hours worked on a bi-weekly basis, inclusive of all regular and worked premium hours, not otherwise excluded in the collective agreement.
2. Three (3) regular part-time positions have been posted with a minimum of forty-five (45) hours of work on a biweekly basis, inclusive of all regular and worked premium hours, not otherwise excluded in the collective agreement.
3. All guaranteed, regular part-time, positions are based on a six (6) week averaging period. Employee's filling these positions will be paid their guaranteed hours of work if through no means attributable to them, they have been scheduled by the Employer to work less than their guaranteed hours of work.
4. Canadian Blood Services will undertake to ensure that non-guaranteed part time and casual employees work fewer hours than employees with guaranteed positions, unless such hours are the result of shift replacements, training or competency issues, or bona fide occupational requirements (i.e. ensuring minimum levels of francophone clinic staff).
5. Scheduled hours for an employee holding a guaranteed position that become available due to an absence of such employee shall first be offered to available members of the bargaining unit in descending order of seniority, subject to no overtime being created, training or competency issues or bona fide occupational requirements (i.e. ensuring minimum levels of francophone clinic staff).
6. Employees who have accepted regular part-time positions understand and agree that they are obligated to work their scheduled hours of work, subject to reasonable requests for changes as approved by the Manager, Clinic Operations. For part time employees with guaranteed hours, any such changes that cause a reduction in the employee's working hours, will invalidate the six (6) week averaging guarantee.

- 7. Employees who did not bid into guaranteed positions who are more senior than those that did, will have their hours of work reduced and the Letter of Understanding dated July 5, 1996; and Memorandum of Settlement (Paragraph 4), dated December 6, 1996 will not apply.

<u>A. Payeman</u> 	<u>J. Yudek</u> 
<u>Blalpath</u> 	
<u>Catherine Pears</u> 	
<u>2013 - June - 03</u>	
<u>Date of Signing</u>	<u>Date of Signing</u>

MEMORANDUM OF UNDERSTANDING

between

Canadian Blood Services (the Employer)

and

the Canadian Union of Public Employees Local 3728 (the Union)

Re: Voluntary Recognition

The Employer recognizes the Canadian Union of Public Employees Local 3728 as the sole and exclusive bargaining agency for registered nurses employed at the National Call Centre New Brunswick site, save and except staff development nurse(s), supervisors and those above the rank of supervisor and all those excluded by the Industrial Relations Act.

Signed this 3rd day of June 2013, at Saint John, N.B.

For the Employer

For the Union

A. Pateman
~~_____~~
Blépinth
Catherine Wang

J. Hudon
~~_____~~

CBS DEFINED BENEFIT PENSION PLANSAMPLE CONTRIBUTION SCHEDULE

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

Notes:

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

MEMORANDUM OF AGREEMENT

Agreed to March 28, 2016

Re: Donor Screening

Whereas employees not included in the bargaining unit will perform donor screening;

Therefore, the Parties hereby agree to the following to apply solely to regular employees hired prior to [date of ratification]:

1. No regular employee shall be subject to an involuntary layoff solely due to non-bargaining unit employees performing donor screening.
2. The Employer may canvas employees to determine if any request to voluntarily terminate employment with the Employer.
3. The Employer shall determine the number of employees for which voluntary termination will be granted.
4. The Employer shall first grant voluntary termination requests from employees made pursuant to No. 2 above who are eligible to retire in accordance with the provisions and requirements of the Canadian Blood Services Pension Plan in order of seniority providing that operational requirements are maintained to the satisfaction of the Employer.
5. Should the Employer determine that, following the application of No. 4 above, additional voluntary terminations can be granted, the Employer shall next grant voluntary termination requests in descending order of seniority, providing that operational requirements are maintained to the satisfaction of the Employer.
6. The Employer shall maintain sole discretion in determining the last day worked for employees for whom the Employer grants voluntary termination.
7. Any employee to whom the Employer grants voluntary severance shall forfeit her right to notice and severance as contemplated by the Collective Agreement or legislation.

8. Notwithstanding No. 7 above, any employee to whom the Employer grants voluntary severance shall receive a voluntary termination package consisting of:

- A severance payment of three (3) weeks' regular pay per year of service to a maximum of seventy (70) weeks' regular pay. In the case of regular part-time employees, a pro-rated severance payment shall be calculated based on the following formulas, to a maximum of seventy (70) regular weeks' pay:

$$\frac{\text{Regular hours worked in the immediate preceding 26-week period}}{975} = \text{FTE}$$

$$\text{FTE} \times \text{Years of continuous service} \times \text{weeks} \times 37.5 \times \text{regular hourly rate} = \text{Severance}$$

- Career transition services to a maximum value of \$1,925, to be executed by a service provider of the Employer's sole discretion.
- An education allowance not to exceed five percent (5 %) of the employee's regular earnings in the twelve (12) months preceding her voluntary termination for endeavours that the Employer considers to influence an employee's future employment opportunities. Employees shall apply for such allowance in writing using a form to be provided by the Employer.

Acceptance of the above-noted amounts shall be deemed to include and satisfy any statutorily required notice and/or severance entitlements under the *Employment Standards Act*.

9. The provisions of this Memorandum of Agreement shall not apply to temporary or casual employees.

_____	_____
_____	_____
_____	_____