COLLECTIVE AGREEMENT

BETWEEN

CANADIAN BLOOD SERVICES
(hereinafter called “the Employer”)

PARTY OF THE FIRST PART

AND

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter called “the Union”)

PARTY OF THE SECOND PART

FOR ALL TRANSPORT UNIT EMPLOYEES

April 1, 2021 - March 31, 2024

TABLE OF CONTENTS

PREAMBLE 1
ARTICLE 1: TERM OF AGREEMENT 1
ARTICLE 2: DEFINITIONS 2
ARTICLE 3: RECOGNITION AND UNION BUSINESS 3
ARTICLE 4: MANAGEMENT RIGHTS 4
ARTICLE 5: NO DISCRIMINATION, WORKPLACE VIOLENCE OR HARASSMENT 5
ARTICLE 6: HOURS OF WORK 5
ARTICLE 7: WORK SCHEDULES 6
ARTICLE 8: SHIFT AND WEEKEND DIFFERENTIALS 7
ARTICLE 9: OVERTIME 8
ARTICLE 10: ON-CALL DUTY AND CALL BACK 9
ARTICLE 11: PROBATIONARY PERIOD 10
ARTICLE 12: PROMOTION AND VACANCY POSTING 10
ARTICLE 13: SENIORITY 12
ARTICLE 14: VACATIONS 13
ARTICLE 15: NAMED HOLIDAYS 16
ARTICLE 16: SICK LEAVE 18
ARTICLE 17: BENEFITS PROGRAM 22
ARTICLE 18: LEAVES OF ABSENCE 23
ARTICLE 19: DISASTER PLAN EXERCISES 31
ARTICLE 20: BULLETIN BOARD SPACE 31
ARTICLE 21: TERMINATION 31
ARTICLE 22: LAYOFF 32
ARTICLE 23: NO STRIKE OR LOCKOUT 36
ARTICLE 24: WAGES 37
ARTICLE 25: HEALTH AND SAFETY 38
ARTICLE 26: UNIFORM 40
ARTICLE 27: COURT DUTY 40
ARTICLE 28: PENSION PLAN 41
ARTICLE 29: MEMBERSHIP AND DUES PAYMENT 42

ARTICLE 30: GRIEVANCE PROCEDURE 42
ARTICLE 31: ARBITRATION 47
ARTICLE 32: MEAL ALLOWANCE 48
ARTICLE 33: WORKERS' COMPENSATION 49
ARTICLE 34: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES 50
ARTICLE 35: TRANSPORTATION 55
ARTICLE 36: DISCIPLINE AND DISMISSAL 55
ARTICLE 37: EVALUATIONS AND PERSONNEL FILES 56
ARTICLE 38: COPIES OF THE COLLECTIVE AGREEMENT 57
ARTICLE 39: EFFECTIVITY 57
ARTICLE 40: RESPECT IN THE WORKPLACE 57
ARTICLE 41: JOB DESCRIPTIONS 57
LETTER OF UNDERSTANDING #1 58
RE: WELLNESS INITIATIVES LUMP SUM 58
LETTER OF UNDERSTANDING #2 59
RE: PRE-AUTHORIZED PAYMENT FOR PENSION AND BENEFITS 59
LETTER OF UNDERSTANDING #3 60
RE: CANADIAN BLOOD SERVICES UNIVERSAL BENEFITS PLAN 60
LETTER OF UNDERSTANDING #4 66
RE: DECREASING OR INCREASING FTE 66
LETTER OF UNDERSTANDING #5 68
RE: ALTERNATE DISPUTE RESOLUTION 68
LETTER OF UNDERSTANDING #6 69
RE: VOLUNTARY TERMINATION 69
LETTER OF UNDERSTANDING #7 70
RE: MERGER OF HSAA-T WITH HSAA 70
LETTER OF UNDERSTANDING #8 71
RE: LEAVES OF ABSENCE AS PROVIDED IN THE ALBERTA EMPLOYMENT STANDARDS CODE 71
LETTER OF UNDERSTANDING #9 72
RE: RECOGNITION OF PREVIOUS EXPERIENCE 72

COLLECTIVE AGREEMENT made this 21 day of August, A.D., 2026

BETWEEN

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

- and -

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as "the Union")

PREAMBLE

WHEREAS the Health Sciences Association of Alberta and Canadian Blood Services acknowledge that the primary purpose of their respective members is to provide efficient service and believe that this purpose can be achieved most readily if harmonious relationships exist between Employer and Employees;

AND WHEREAS the parties recognize that a positive work environment raises the level of job satisfaction for employees which directly impacts the quality of Blood Services, the parties shall endeavor to find resolution to issues of mutual concern in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement;

AND WHEREAS the Health Sciences Association of Alberta has been authorized to bargain collectively by its members;

AND WHEREAS the Employer and the Health Sciences Association of Alberta are desirous of concluding an Agreement for the purpose of establishing rates of pay and other terms and conditions of employment.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1: TERM OF AGREEMENT

1.01 This Collective Agreement, unless altered by mutual consent of both parties hereto, shall take effect on April 1, **2021**, with the exception of such provisions where a different effective date is expressly indicated, and shall continue in full force and effect until March 31, **2024**, and from year to year thereafter unless notice in writing is given by either party to the other party not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date of its desire to change or amend this Collective Agreement.

1.02 Where notice is served by either party to commence collective bargaining, this Collective Agreement shall remain in full force and effect until a new Collective Agreement has been executed.

1.03 Upon receipt of written notice from the Union that the Agreement has been ratified, the Employer shall proceed with the implementation of the new wage scales. Those Employees currently employed and covered by this Collective Agreement shall receive the retroactive portion of the salary increase applying to them no later than four (4) full pay periods following implementation of the new wage scales.

1.04 (a) Employees on staff at the date of signing of the Collective Agreement shall be entitled to retroactivity on general wage increases commencing at April 1, **2021**, on all paid hours during the retroactive periods.

(b) Employees who have terminated their employment prior to the signing date of this Collective Agreement shall be entitled to retroactivity on general wage increases on all paid hours for the period that they were employed between April 1, **2021**, and the Employee's termination date, provided that application for such retroactive pay is made by the Employee in writing on termination but no later than sixty (60) calendar days after the signing of this Collective Agreement by the Union.

1.05 Should any of the provisions of the Agreement, or portions thereof, be in conflict with any federal government or provincial government legislation, then the provisions of such legislation shall govern to the extent of the conflict only.

1.06 All Letters of Understanding between the parties shall be attached to and form part of the Collective Agreement, unless mutually agreed otherwise by the parties.

ARTICLE 2: DEFINITIONS

2.01 "Union" shall mean the Health Sciences Association of Alberta.

2.02 "Employer" shall mean and include such Officers as the Canadian Blood Services may from time to time appoint or designate to carry out administrative duties in respect of the operation and management of the Edmonton Blood Services Centre and its satellite sites or in respect of the administration of this Agreement.

2.03 "Employee" shall mean a person who performs on a regular basis the job functions pertaining to any classification covered herein.

2.04 The gender-neutral pronouns "their", "them", "they" used herein shall mean and include all persons, and the singular shall include the plural and vice versa, as applicable.

2.05 "Regular Full-time Employee" shall mean one who is regularly scheduled to work the full prescribed hours as specified in Article 6 of this Agreement.

2.06 A "regular part-time Employee" shall mean an Employee who is employed for an indefinite duration, but whose scheduled hours of work are less than thirty seven and one-half (37 1/2) hours per week.

2.07 (a) A "Temporary Employee" is one who is employed for a specified period of time to replace a regular full-time or a regular part-time Employee who is on leave of absence with or without pay. A temporary Employee may also be employed for a specific job or project of normally not more than eighteen (18) months in duration. The period of time referred to above may be extended by mutual agreement between the Union and the Employer. Such extension request shall be submitted to the Union a minimum of thirty (30) days prior to the expiry of the temporary assignment. Such request shall not be unreasonably denied.

(b) At the time of hire, the Employer shall state in writing the expected term of employment. Where the expected specified term of employment will not result, the Employer will provide two (2) weeks' written notice to such Employee in cases where the term of temporary employment is twelve (12) months or more, or one (1) week written notice in cases where the term of temporary employment is less than twelve (12) months.

2.08 A "casual Employee" is one who is hired to work occasionally on a call-in basis, or one who is hired in a relief capacity and/or during temporary work load situations which do not exceed three (3) months duration.

2.09 One (1) year of service for regular part-time, temporary part-time and casual employees shall be defined as one thousand nine hundred and fifty (1,950) regular paid hours.

2.10 "Steward" means Employee of the Employer designated by the Union to act as a local representative.

ARTICLE 3: RECOGNITION AND UNION BUSINESS

3.01 The Employer recognizes the Union as the sole bargaining agent for all Employees employed by the Canadian Blood Services and covered by this Agreement as described in the Certificate (No. 132-2001) issued by the Alberta Labour Relations Board and amendments thereto.

3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.

3.03 All correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Business Partner, People, Culture & Performance or designate of the Employer and the Union.

3.04 Union business shall not take place during an Employee's working hours and/or Centre premises without special permission by the Employer.

3.05 Any duly accredited Officer of the Union may be permitted on the Employer's premises for the purpose of transacting Union business provided prior permission to do so has been granted by the Business Partner, People, Culture & Performance or designate of the Employer.

3.06 Subject to Articles 3.04 and 3.05 above, a representative of the Union who may be a member of this bargaining unit shall have the right to make a presentation of up to thirty (30) minutes during a new Employee's scheduled orientation at a time and place scheduled by the Employer. The purpose of the presentation will be to discuss the structure of the Union as well as the rights, responsibilities and benefits provided under the Collective Agreement. Attendance at the presentation shall not be compulsory.

3.07 The name of a Steward shall be supplied in writing to the Employer before they are recognized as a Steward. A Steward shall be entitled to leave work to carry out their functions as provided in this Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the supervisor. Such permission shall not be unreasonably withheld. Stewards shall suffer no loss of pay for time spent on the Employer's premises in performing their duties as Stewards.

ARTICLE 4: MANAGEMENT RIGHTS

4.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage business of the Centres in all respects, unless otherwise provided within the content of this Agreement. Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of this Agreement including the right to:

(a) maintain order, discipline and efficiency;

(b) make and alter, from time to time, rules and regulations to be observed by Employees which are not in conflict with any provision of this Agreement;

(c) direct the working force and to create new classifications and work units to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;

(d) hire, promote, transfer, layoff, recall, and to demote, discipline, suspend or discharge for just cause.

4.02 Upon request, the Employer will provide to the Union all policies affecting employees which are related to employment matters.

ARTICLE 5: NO DISCRIMINATION, WORKPLACE VIOLENCE OR HARASSMENT

5.01 There shall be no discrimination, harassment, restriction or coercion exercised or practised by either party in respect of any Employee by reason of race, colour, creed, national origin, political or religious affiliation, gender, gender identity, gender expression, sexual orientation, marital status, age, physical disability, mental disability, family status, place of origin, ancestry or source of income, nor by reason of membership or non-membership or lawful activity in the Union, nor in respect of an Employee's or Employer's exercising any right conferred under the Collective Agreement or any law of Canada or Alberta.

5.02 Article 5.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

5.03 The Employer, the Union and Employees recognize a joint responsibility to provide respectful, secure, and supportive work environments for all individuals. The Employer will maintain policies in support of these principles. If workplace violence or harassment has occurred, the Employer, the Union and Employees shall take appropriate action to ensure it ceases.

ARTICLE 6: HOURS OF WORK

6.01 The normal hours of work for regular and temporary full-time Employees exclusive of an unpaid meal period are:

(a) seven and one-half (7 1/2) hours per day;

(b) thirty-seven and one-half (37 1/2) hours per week;

(c) Modified work week may be implemented when mutually agreed upon by the Employer and the Union. Such agreement will be documented by the parties.

6.02 Hours of work will be deemed to:

(a) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes each during each seven and one-half (7 1/2) hour work shift; provided that, if overtime is required to be performed for a period of at least two (2) hours after the end of the regular seven and one-half (7 1/2) hour work shift, another rest period of fifteen (15) minutes shall be included which shall be scheduled by the Employer before the overtime work commences;

(b) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each shift of not less than three and three-quarter (3 ¾) hour work period;

(c) exclude an unpaid meal period of a minimum of thirty (30) minutes, or up to a maximum of sixty (60) minutes, as scheduled by the Employer during each workday where the Employee works in excess of six (6) hours, unless otherwise mutually agreed between the Employer and the Employee.

(d) On mobile clinics, the Employer shall endeavour to schedule meal periods commencing between the hours of eleven hundred (1100) hours and fourteen hundred (1400) hours for the lunch break and commencing between the hours of sixteen hundred (1600) hours and nineteen hundred (1900) for the dinner break. Employees will not be required to work more than six (6) consecutive hours without a meal break unless otherwise mutually agreed between the Employee and Employer.

(e) In the event that the Employee is not provided with or is recalled to duty during their meal or rest periods, time off shall be provided later in the shift. If time off cannot be provided, the Employee shall be paid at the overtime rate set out under Article 9.01 instead of their basic rate of pay for time worked during such occasions.

ARTICLE 7: WORK SCHEDULES

7.01 (a) Shift schedules in the rough shall be posted four (4) weeks in advance to be replaced with firm shift schedules which shall be posted at least two (2) weeks in advance, provided that, in the event of an emergency or where unusual circumstances exist, a change may be made.

(b) The Employer shall undertake in the scheduling of assignments to ensure equitable distribution of work assignments among all members (drivers) of the bargaining unit. This shall include scheduling the working of Named Holidays on a rotational basis for all drivers. Drivers' duties shall be assigned by the Manager/Supervisor or designate who will take into consideration suggestions or preferences submitted by the Union Local Unit Chair. In the event a dispute arises over any assignment, the Manager/Supervisor or designate will nevertheless make the assignment subject to the right of appeal by the Union under grievance procedures.

(c) For the purposes of 7.01, notice of schedule changes will be communicated to effected Employees, in a manner to ensure receipt of such message.

7.02 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week; however, there shall be no split

shifts. Employees will also be required to work out of town on overnight mobile clinics.

Employees shall be scheduled at least a ten (10) hour rest period between the end of work of the day previous and the start of the next day's work. When an Employee is required to work without being given the ten (10) hour rest period, they shall be entitled to two times (2X) their basic rate of pay at the start of the next shift for all hours encroached on the ten (10) hour rest period of that shift.

7.03 Employees may be allowed, upon due request to the Manager/Supervisor or designate, to switch shifts provided it does not inconvenience or result in increased cost to the Employer. Employees shall submit shift exchange requests in writing and such must be approved by the Manager/Supervisor or designate.

7.04 In the event that an Employee reports for work as scheduled but due to unavailability of work is requested by the Employer to return and commence their work on that day at a later hour, the Employee shall be compensated for the inconvenience by a payment equivalent to four (4) hours of their basic hourly rate, and this payment shall be apart from the payment that will ordinarily be due their for the actual number of hours of work performed on the same day.

7.05 Employees shall be scheduled two (2) days off per calendar week. Where operationally feasible the Employer will schedule these two (2) days as consecutive. For the purpose of this Article consecutive days on weekends are defined as either Friday and Saturday, Saturday and Sunday, or Sunday and Monday.

ARTICLE 8: SHIFT AND WEEKEND DIFFERENTIALS

8.01 The following differentials shall apply:

(a) A shift differential of two dollars and seventy-five cents ($2.75) per hour shall be paid to:

(i) Employees working a shift wherein the majority of the hours worked, excluding meal periods, of such shift falls within the period of sixteen hundred (1600) to zero seven hundred (0700) hours.

(ii) Employees for each hour worked between sixteen hundred (1600) hours to zero seven hundred (0700) hours provided that two (2) hours or more are worked between sixteen hundred (1600) hours and zero seven hundred (0700) hours.

(b) A weekend differential of three dollars and twenty-five cents ($3.25) per hour shall be paid to an Employee working shifts on Saturdays and Sundays inclusive of overtime hours worked on Saturdays and Sundays.

(c) Where applicable, shift differentials and weekend differentials shall be stacked.

(d) A weekend shall be between zero zero zero one (0001) hours Saturday and twenty-four hundred (2400) hours Sunday.

(e) Eligible hours for the purposes of Article 8.01(a) shall include overtime hours worked by the Employee.

8.02 The premiums set out under this Article or any other premium referred to in this collective agreement will not form part of the Employee's basic hourly rate of pay for any purposes.

ARTICLE 9: OVERTIME

9.01 Overtime is all time authorized by the Employer and worked by the Employee in excess of seven and one-half (7 1/2) hours in a regular workday. Overtime worked by an Employee immediately following or immediately preceding their scheduled shift shall be paid at two times (2X) their basic hourly rate for all consecutive hours worked, exclusive of any meal period taken. This overtime payment will cease and the Employee's regular rate will apply at the start of the Employee's next regular scheduled working period. This Article shall not apply when an Employee has exchanged their shift or when an Employee works additional hours on an unscheduled day off or when given to them by another Employee.

9.02 (a) Compensating time off in lieu of pay for overtime worked will be granted by the Employer, if operational requirements permit, at the appropriate overtime rate upon the request of the Employee. Such request must be made in writing within one (1) working week following the accumulation of seven and one-half (7 1/2) or more of overtime hours when converted to straight time.

(b) Should an Employee opt for compensating time off, such time off shall be taken at a date mutually agreed to by the Employee and the Employer, and shall be taken within twelve (12) working weeks of the request. If no written request is received, or if such time off is not taken by the end of the twelve (12) week period, the overtime shall be paid to the Employee. All banked overtime in excess of thirty-seven and one half (37 1/2) hours will be automatically paid out.

9.03 Employees required by the Employer to work on their scheduled day(s) off will be paid at the overtime rate set out under Article 9.01 instead of their basic rate of pay for all hours worked. This overtime payment will cease and the Employee's regular rate will apply at the start of their next regular scheduled working period.

9.04 Overtime payment will not be duplicated for the same hours worked nor shall there be pyramiding with respect to any other premiums payable under the provisions of this collective agreement, except as stated under Article 8.01 (c) and (e).

9.05 If an Employee is required to work overtime and does not receive a total of eight (8) consecutive hours off duty in the twenty-four (24) hour period beginning from the commencement of their shift, then the Employee will not be required to report for duty until the Employee has received a total of eight (8) consecutive hours off duty. In such circumstances, no deduction will be made on the Employee‘s pay and the Employee‘s normal shift hours will not be extended to have the Employee work a full shift. The Employee in the above situation will advise their Supervisor in advance of the fact that they will not be reporting for duty at their scheduled time.

ARTICLE 10: ON-CALL DUTY AND CALL BACK

ON-CALL DUTY

10.01 The term "on-call duty" shall be deemed to mean any period during which an Employee is not on regular duty, and during which the Employee is on call and must be reasonably available to respond without undue delay to any request to return to duty. Unless otherwise agreed by the Employer and the Union, on-call periods shall be posted in accordance with article 7.01(a).

10.02 Regulations in respect to approval or authorization for on-call duty and the procedures which are to be followed by the Employee in respect of a duty roster shall be prescribed by the Employer.

10.03 The Employer agrees to pay for each hour of On-Call Duty to which an Employee is assigned:

(a) Three dollars and thirty cents ($3.30) when such on-call duty falls on normal working days.

(b) Four dollars and fifty cents ($4.50) when such on-call duty falls on scheduled days off or named holidays. A named holiday or scheduled day off shall run from 0001 hours on the named holiday or scheduled day off to 2400 hours of the same day.

(c) Except in cases of emergency, the Employer shall avoid placing an Employee "on-call" on the day immediately preceding their annual vacation period.

(d) The Employer shall make every effort to avoid placing an Employee “on-call” on the evening prior to or during scheduled off-duty days.

(e) Wherever possible, the Employee shall not be assigned to on-call duty more than seven (7) consecutive calendar days.

CALL BACKS

10.04 (a) On each occasion that an Employee is called back to duty to the Centre, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during this period at the overtime rate of time and two times (2X) the Employee's basic hourly rate. Payment shall be computed on the basis of time and two times (2X) of the basic hourly rate times three (3) hours if the duration of the call back does not exceed three (3) hours.

(b) An Employee on an overnight mobile clinic assignment who is required after the completion of the work day to perform any work shall, on each occasion, be deemed to be working overtime and shall be paid for all hours worked, or for three (3) hours, whichever is longer, at the rate of time and two times (2X) of the Employee's basic hourly rate of pay.

10.05 An Employee who is called back to the Centre for emergency duty shall be reimbursed for reasonable, necessary and substantiated transportation expense, and if the Employee travels for such purpose by private automobile, reimbursement shall be at the corporate rate per kilometer from the Employee's residence to the Centre and return.

10.06 Employees who are called back under the provisions of this Article shall receive in addition to call back pay the weekend premium only, if applicable.

ARTICLE 11: PROBATIONARY PERIOD

11.01 New Employees shall serve a probationary period of six hundred hours (600) worked, provided that each full day of absence from work for any reason will extend the probationary period by seven and one half (7 1/2) hours. If a new Employee is unsatisfactory in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure. This probationary period may be extended by up to a maximum of four hundred and fifty (450) hours worked, by mutual agreement between the Employer and the Union if required for competency certification.

ARTICLE 12: PROMOTION AND VACANCY POSTING

12.01 **Vacancies**

(a) If the Employer determines that a driver vacancy exists, the Employer shall post such notices of vacancies electronically for regular full-time, regular part-time and temporary positions for not less than six (6) calendar days

prior to an appointment being made. The Employer will provide a copy of the vacancy notice to the Union.

(b) When circumstances require the Employer to fill a vacancy before the expiration of six (6) calendar days, the appointment shall be made on a temporary or relief basis only.

(c) All vacancies shall be filled whenever possible by Employees from within the Department.

12.02 All applications for promotion or vacancy within the bargaining unit shall be submitted through the Employer's online application tool.

12.03 (a) Applicants for promotions or vacancy shall be informed in writing of their acceptance within five (5) calendar days of the date of the appointment. Unsuccessful applicants shall also be notified within this time period.

(b) The name of the successful applicant shall be given to the Union within five (5) calendar days of the appointment.

12.04 In making promotions and filling vacancies, contributing factors are skill, training, knowledge, efficiency and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.

12.05 All promotions shall be on a trial basis. The promoted Employee will be given a trial period of three hundred (300) hours worked in which to demonstrate their ability to perform the new task to the satisfaction of the Employer. Should such Employee fail to succeed during the above-mentioned trial period, or should the Employee request to return to their former position/status, the Employer will reinstate the Employee in their former position/status without loss of seniority. The trial period may be extended for up to an additional three hundred (300) hours worked by mutual agreement of the Employer and Union. The Employer shall provide an evaluation of the Employee prior to the extension of the trial period.

12.06 When an Employee is promoted from one classification to another, the salary of such promoted Employee shall be advanced to that step in the scale which is next higher than their current rate or to the step which is next higher again if such salary increase is less than the Employee's next normal annual increment.

12.07 As a result of a promotion or filling a vacancy, an Employee's anniversary date for the purpose of an annual increment shall not change.

12.08 Subject to meeting the requirements of the posted vacancy, members of the bargaining unit will be given first consideration over external applicants when vacancies are filled.

12.09 Upon request, the Union shall be provided with relevant information regarding the competition in question.

12.10 (a) Employees, at the time of hire, or transfer, shall be issued a letter stating their employment status, their eligibility for benefits, their basic rate of pay, and their number of hours of scheduled work per pay period as determined over a seven (7) week period. These hours are not to be construed as a guarantee of hours of work or pay.

(b) In the case of temporary Employees, the letter will identify the approximate duration of the assignment.

ARTICLE 13: SENIORITY

13.01 For the purpose of this Agreement, seniority for regular and temporary employees is defined as length of continuous service from the date of hiring and shall be used in determining priorities for right of preference of vacation period, consideration for layoff, recall, and promotion within the bargaining unit.

13.02 (a) The Employer will maintain and post an up-to-date seniority list once per year, on or about September first, and forward a copy to the Union. The listing shall be provided monthly if there are Employees on layoff.

(b) Such seniority lists shall include the employee names, classification, status, site, full time equivalency and seniority date.

(c) An Employee may question an inaccuracy of their seniority within thirty (30) calendar days of the posting of such list. The Employee shall submit in writing to the Employer a request to have their seniority reviewed and will provide the reasons supporting this review. Where the matter is not resolved within ten (10) working days, an individual grievance may be initiated at Step 1 of the grievance procedure.

(d) The Union may question an inaccuracy within thirty (30) calendar days of receiving such list. The Union shall submit in writing to the Employer a request to have the seniority list reviewed and will provide the reasons supporting this review. Where the matter is not resolved within twenty (20) working days, a Union policy grievance may be initiated at Step 2 of the grievance procedure.

13.03 Casual Employees whose status changes to regular full-time, regular part-time or temporary full-time or temporary part-time shall have a “seniority date” established by dividing all regular hours worked since their most recent date of employment in the bargaining unit by one thousand, nine hundred and fifty (1,950) and converting the result to a seniority date.

13.04 Seniority shall be considered broken, all rights forfeited, and employment terminated and there shall be no obligation to rehire:

(a) when an employee resigns or is terminated from their position with the Employer; or

(b) upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work; or

(c) if an employee does not return to work on recall to their former classification and full-time equivalency; or

(d) when an employee permanently vacates their position within the bargaining unit to begin a position in another bargaining unit or a management-exempt position outside the bargaining unit.

13.05 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited as provided in Article 13.01.

ARTICLE 14: VACATIONS

14.01 The vacation year is April 1st to March 31st of the following year.

14.02 Vacation entitlement is earned during each vacation year of continuous service, and taken during the same vacation year, subject to 14.07, 14.08, and 14.09.

14.03 Vacation entitlement for regular full-time Employees shall be as follows:

(a) For the first year of continuous service, an Employee shall earn vacation at the rate of one and one-quarter (1 1/4) days for each completed month of service from April 1st to March 31st of the following year. This provides for a maximum of fifteen (15) working days of vacation.

(b) Following completion of one (1) year of continuous service, an Employee shall earn one and two-thirds (1 2/3) working days for each completed month of service. This provides for a maximum of twenty (20) working days of vacation per vacation year.

(c) Following completion of nine (9) years of continuous service, an Employee shall earn two and one-twelfth (2 1/12) working days for each completed month of service. This provides for a maximum of twenty-five (25) working days of vacation per vacation year.

(d) Following completion of nineteen (19) years of continuous service, an Employee shall earn two and one-half (2 1/2) working days for each

completed month of service. This provides for a maximum of thirty (30) working days of vacation per vacation year.

(e) The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date. Supplementary vacation requests shall be submitted in accordance with Article **15**.06.

(i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay;

(ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay;

(iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay;

(iv) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay;

(v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay.

For purposes of calculating the inclusive dates of annual vacation period, one (1) week of annual vacation will be reported as five (5) working days.

14.04 For the purpose of vacation accrual, the Employer shall recognize all continuous service at the Edmonton Centre and its satellite sites.

14.05 For purposes of calculating the inclusive dates of annual leave periods, one (1) week of annual leave will be reported as five (5) working days.

14.06 Seniority shall be considered where there is a dispute regarding preference for the time when vacations are to be taken. Seniority within classifications will be applied to one vacation period only during the vacation year for those Employees who have broken their annual vacation into more than one period.

14.07 (a) Employees shall be required to submit in writing to their Manager/Supervisor or designate their annual vacation preferences as per the following:

(i) Employees requesting to take vacation between April 1st and May 31st shall submit such requests by December 1st. Approval or disapproval of such vacation will be given by December 15th.

(ii) Employees requesting to take vacation between June 1st and March 31st of the following year, shall submit requests by February 1st. The Employer shall indicate approval or disapproval by February 28th of that year.

In case of conflict between two (2) or more Employees in regard to their choice of a vacation period, the conflict shall be resolved by the Manager/Supervisor or designate in favour of the more or most senior Employee. Employees shall only be entitled to exercise their seniority rights in one instance for the entire vacation year. The final annual vacation schedule shall be posted on the bulletin board no later than March 15 of the year. After that date, no Employee shall be bumped by any senior Employee from the vacation period awarded to the former.

(b) All other requests for vacation shall be submitted in writing at least four (4) weeks in advance, unless mutually agreed otherwise, to the Manager/Supervisor or designate, and such request shall be dealt with on a first-come, first-serve basis. Employees shall be informed in writing within two (2) weeks following their request as to whether or not the time requested has been granted or denied.

(c) Employees required by the Employer to work during their vacation period will be paid at the overtime rate set out under Article 9.01 instead of their basic rate of pay for all hours worked. This overtime payment will cease and the Employee's regular rate will apply at the start of their next regular scheduled working period. The vacation day(s) worked may be rescheduled as vacation leave with pay at a mutually agreed upon time. Failing mutual agreement, the provisions of 14.10 shall be applicable. In the event an Employee has paid for nonrefundable travel arrangements for an approved vacation leave, the Employer will reimburse the Employee for such costs upon submission of proof of non-refundable payment.

14.08 Provision to request approval to defer annual leave is made to meet the exigencies of the service only. The only exceptions to this regulation are as follows:

(a) Employees appointed subsequent to December 31st in any year - Annual leave may not be granted during probation periods. In such cases, deferment of annual leave is mandatory.

(b) Employees who have completed four (4) years or more of continuous service - Employees qualifying may request deferment at intervals of not less than four (4) years.

14.09 Requests to defer annual leave, including those under 14.08(b) above, are to be submitted for review not later than December 31st in any year, and if approved, such leave is to be completed prior to June 30 of the following year and may be combined with annual leave for the subsequent year with the prior written approval of the Employee's Manager/Supervisor or designate.

14.10 Vacation outstanding as at December 31st of the vacation year for which no request nor deferment has been approved, shall be scheduled by March 31st at the discretion of the Employer.

14.11 (a) Upon termination of employment, pro-rata vacation pay for unused annual leave will be paid in accordance with service rendered.

(b) Upon termination, annual leave taken but not earned will be recovered from the Employee's final pay cheque at their current rate of pay.

(c) An employee who commences employment within six (6) months of the date that they voluntarily terminated employment with Employer shall retain to their benefit their vacation accrual rates, in accordance with the provisions of this Article. The employee shall be provided with a written statement of such entitlement upon their termination.

ARTICLE 15: NAMED HOLIDAYS

15.01 (a) Regular full-time and temporary full-time Employees shall be entitled to a day off with pay on or for the following named holidays:

New Year's Day	Labour Day
Family Day	**National Day for Truth and Reconciliation**
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
August Civic Holiday	Boxing Day

and one (1) day shall be added to either Christmas Eve or New Year's Eve as scheduled by the Employer;

and any other day declared by either the Edmonton Civic, Provincial or Federal Government.

(b) In addition to the above named holidays, regular full-time Employees who are employed on or before September 1 in any calendar year shall be granted one (1) additional holiday, as a Float Holiday, which shall be requested in writing by the Employee. The Float Holiday shall be scheduled at a time mutually agreed upon by the Employer and the Employee. Whenever possible, the Float Holiday must be taken prior to utilizing any

annual vacation leave. If the holiday is not scheduled or taken prior to January 1 of the following year, it will be either scheduled or paid out by the Employer no later than March 31. Employees whose employment terminates and have not taken the Float Holiday are not entitled to payment in lieu of such Float Holiday.

15.02 To qualify for a named holiday with pay, the Employee must:

(a) work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reason acceptable to the Employer; and

(b) work on the holiday when scheduled or required to do so, except where the Employee is absent due to illness or other reasons acceptable to the Employer.

15.03 An Employee obliged in the course of duty to work on a named holiday shall be paid for all hours worked on the named holiday at two times (2X) their regular hourly rate plus:

(a) one (1) regular day's pay; or

(b) one (1) day off with pay at straight time rate, to be scheduled at a mutually agreed time within thirty (30) days either before or after the holiday; or

(c) by mutual agreement, one (1) day added to their next annual vacation; and

(d) compensating time off at straight time for all hours worked in excess of seven and one-half (7 1/2) hours on the named holiday.

(e) Any assignment of work to be performed on Christmas Day or Boxing Day, and/or New Year's Day shall be done on a voluntary basis. In the case of more volunteers than work available, the work shall be assigned on the basis of seniority, with the most senior volunteer able to work no more than one (1) of the Named Holidays where less senior volunteers are available. A sign-up sheet soliciting for volunteers to work the aforementioned paid holidays shall be posted by November 15th of each year. If there are no volunteers, then the work shall be assigned to the most junior Employee.

15.04 When a named holiday falls on a day that would otherwise be an Employee's regular scheduled day off, the Employee shall receive an alternate day off as outlined in Article 15.03 (b).

15.05 When a named holiday falls during an Employee's annual vacation, such holiday(s) may, by mutual agreement, be added to the vacation period, or if this is not possible, the Employee shall be granted another day or other days off in

lieu thereof. Whenever possible, the stated preference of the Employee shall be taken into account.

15.06 Where a regular full time or temporary full time Employee is scheduled and works Christmas Eve or New Years Eve and such day is designated by the Employer as the Named Holiday in that year, it is agreed that hours worked on such day will be eligible for payments as outlined in 15.03.

15.07 For the purposes of the day designated as the Named Holiday corresponding to Christmas Eve or New Years Eve, such days shall be alternated from one year to the next.

ARTICLE 16: SICK LEAVE

16.01 The Sick Leave Plan herewith presented provides for continuation of payment of salary as set forth in the table of credits outlined in this plan to Employees who are absent due to bona fide illness. Its purpose is to ensure insofar as is reasonable and just that the Employee shall not be deprived of income while absent due to illness. Credits are established on the basis of length of service and are cumulative. No contributions are required from the Employee. Each Employee should be informed of the privileges under this policy and encouraged to guard against unnecessary use of sick leave grants in order that the maximum credit may be available in time of real need.

16.02 All regular Employees and probationary Employees are eligible for benefits provided under this plan during the period a person has regular Employee status under the regulations of Canadian Blood Services.

It is not to be construed, however, that the provisions under this policy give any Employee the right to be retained in the service of Canadian Blood Services or any right or claim for sick benefits after termination of service.

If an Employee is unable to resume duty at the expiration of an authorized leave of absence, their service may be terminated without prejudice to any rights the Employee may have under the terms of the Long Term Disability Plan and the Pension Plan of Canadian Blood Services.

16.03 The Employee must observe all of the following regulations to obtain the benefits available:

(a) advise the Employer of illness or accident prior to their scheduled start time on the first day of disability, except in case of extenuating circumstances;

(b) upon the request of the Employer, submit satisfactory proof of illness or accident and information regarding medical limitations from a qualified medical practitioner;

(c) report to the Employer any change in place of residence or address during disability.

(d) Employees who become sick on out-of-town mobiles must report this illness to the Supervisor or designate. Should their illness require the Employee to leave the mobile, transportation to the Centre from the out-of-town mobile shall be provided by the Employer. If the Employee's residence is closer to the mobile clinic than the Centre, and if the Employee chooses to go directly home, transportation to their residence shall be provided by the Employer.

16.04 The amount of credit an Employee has at a particular date is based on the Employee's length of continuous service in completed years to that date, less any benefits that the Employee has received in the previous five (5) year period.

16.05 Based on continuous service, sick leave credits will accrue to each Employee as listed below. (NOTE: Reference to days herein below means working days.)

LENGTH OF SERVICE	100% SALARY	75% SALARY	66 2/3% SALARY
On date of hire	5 days		5 days
On the 1st calendar day after three (3) months' continuous service has been completed			65 days
One (1) year	10 days	20 days	45 days
Two (2) years	15 days	35 days	25 days
Three (3) years	20 days	50 days	5 days
Four (4) years	25 days	65 days	
Five (5) years	30 days	80 days	
Six (6) years	35 days	95 days	
Seven (7) years	40 days	110 days	
Eight (8) years	45 days	125 days	
Nine (9) years	50 days	140 days	
Ten (10) years	55 days	155 days	
Eleven (11) years	60 days	170 days	
Twelve (12) years	65 days	185 days	
Thirteen (13) years	70 days	190 days	
Fourteen (14) years	75 days	185 days	
Fifteen (15) years	80 days	180 days	
Sixteen (16) years	85 days	175 days	
Seventeen (17) years	90 days	170 days	
Eighteen (18) years	95 days	165 days	
Nineteen (19) years	100 days	160 days	
Twenty (20) years	105 days	155 days	
Twenty-one (21) years	110 days	150 days	

Twenty-two (22) years	115 days	145 days
Twenty-three (23) years	120 days	140 days
Twenty-four (24) years	125 days	135 days
Twenty-five (25) years	130 days	130 days

16.06 When at the time sick leave commences an Employee has, through earlier use of sick leave, less than seventy-five (75) working days of credit in their sick leave bank, additional sick leave will be provided, if required, to bring the total period of sick leave available to a maximum of seventy-five (75) working days at sixty-six and two-thirds percent (66 2/3%) pay.

16.07 When an Employee returns to active employment following a period of sick leave as provided under Article 16.06 above, credits up to a maximum of seventy-five (75) working days at sixty-six and two-thirds percent (66 2/3%) will again be made available after the following intervals:

(a) one (1) month after return to active employment in the case of a new disability;

(b) three (3) months after return to active employment in the case of a recurrence of the same disability.

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

16.09 Upon termination of employment, all sick leave credits shall be cancelled and no payment shall be due therefore.

16.10 A regular full-time Employee who transfers to a regular part-time position shall retain their accumulated one hundred percent (100%) and seventy-five percent (75%) (to be converted proportionately to its one hundred percent (100%) equivalent) sick leave credits up to a maximum of one hundred and thirty (130) working days and such days will be converted into hours when placed in the Employee's sick leave bank.

16.11 (a) An Employee who is absent on LTD claim will not receive any remuneration from the Employer except during a modified return to work program. The Employee will not accrue annual vacation, sick leave, service credits for salary increments nor will they be entitled to Named Holidays during the entire period of absence. However, service credits for the purpose of calculating future vacation entitlement will continue to accrue. If applicable, Employees will be entitled to insured benefits and pension in accordance with regulations under those plans during such absence.

(b) An Employee who has been receiving Long Term Disability benefits and who is able to return to work shall provide the Employer with at least four (4) weeks' written notice of readiness to return to work when possible. Upon return to duty, they shall be reinstated in the same or an alternate position if such is available. Upon reinstatement, they shall be placed on the same step in the pay scale that they had occupied prior to their disability. At such time, the Employee shall commence accruing sick leave credits based on service they have accrued prior to their disability and employment status. At such time, they shall also be credited with any vacation days that they had accrued prior to their disability and shall commence to accrue vacation as set out in (a) above and based their on employment status upon return. Seniority will not be interrupted during such leave.

16.12 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences their vacation. In this event, the Employee will be receiving vacation pay. For the purposes of this Article, vacation is deemed to have commenced on the completion of the last regularly scheduled shift worked prior to the vacation period inclusive of scheduled days off.

(b) If an Employee becomes ill during their vacation period, as stated in Article 16.12 (a), sick leave will be granted only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation. Upon the request of the Employer, the Employee may be required to submit satisfactory proof of illness or accident from a qualified medical practitioner.

Sick leave will be granted for the period of sick time falling within a scheduled vacation period, provided that the Employee becomes ill prior to the commencement of the scheduled vacation as stated in Article 16.12 (a). Upon the request of the Employer, the Employee may be required to submit satisfactory proof of illness or accident from a qualified medical practitioner.

The number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and will be rescheduled to a later date which is mutually agreeable to the Employer and the Employee. If there is no mutual agreement, such vacation days shall be scheduled by the Employer.

(c) Notwithstanding the provision of Article 16.12(a), should an employee suffer an illness or injury which results in their hospitalization or which would otherwise have prevented the employee from attending work for three (3) consecutive working days or more, the employee shall be considered as being on sick leave for that period of hospitalization or that period that exceeds the three (3) consecutive working days provided the employee notifies the employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.

16.13 Upon written request, an Employee who is applying for sick leave shall be provided information as to the level of their sick leave entitlements from their department manager or designate or from Human Resources.

16.14 Where the Employer requires completion of a Treatment Provider Form, the Employer shall reimburse the Employee for the full cost.

ARTICLE 17: BENEFITS PROGRAM

17.01 The Employer agrees that during the lifetime of this Agreement it shall continue to provide Employee coverage on the following health and Employee benefit plans, to the same extent and subject to the same eligibility requirements and rules and regulations of these plans, and on the same cost-sharing basis, as are at present being enjoyed by them.

(a) Alberta Health Care Insurance Plan - one hundred percent (100%) Employer-paid;

(b) Extended Health Care Benefits - one hundred percent (100%) Employer-paid;

(c) Vision care, two hundred and fifty ($250.00) dollars per twenty-four (24) month period for eligible Employees - one hundred percent (100%) Employer paid.

(d) Dental Care Plan - sixty-six and two-thirds percent (66 2/3%) Employer-paid; thirty-three and one-third percent (33 1/3 %) Employee-paid. Such plan will also provide for the reimbursement of one hundred percent (100%) eligible Basic Services per insured person; fifty percent (50%) of all eligible Major Restorative Services; in accordance with a Fee Guide established by the Provider. A maximum annual reimbursement of fifteen hundred dollars ($1,500) per insured person per benefit year shall apply to Major Restorative Services.

(e) Group Life Insurance Basic one hundred percent (100%) Employee paid and Basic Accidental Death and Dismemberment Insurance - one hundred percent (100%) Employer paid;

(f) Voluntary Dependents' Life Insurance - one hundred percent (100%) Employee-paid;

(g) Long Term Disability Plan - sixty six decimal seven (66.7%) Employer paid and thirty three decimal three (33.3%) Employee-paid.

17.02 The Employer will provide Employees with information brochures outlining the terms, conditions and coverage's of the Plans specified in 17.01 above.

17.03 The Employer may at any time substitute another carrier(s) to underwrite such plans, provided that the benefits under the plans are not in any way reduced.

17.04 A temporary or part-time Employee who is accepted to a regular full-time position shall be required to serve only one (1) eligibility period for the purpose of enrolling in the Benefits Program. Benefits shall commence upon being hired into a regular full-time position provided that the Employee has completed one (1) eligibility period in accordance with the rules and regulations of the program.

17.05 The Employee and Employer shall each continue to pay their respective share of benefits premiums while an Employee is absent from work due to illness, in accordance with this Article. Such cost sharing shall continue until the Employee is eligible for Long-Term Disability.

17.06 Upon request, the Employer shall provide the Union with a copy of the benefit contracts applicable to HSAA members.

ARTICLE 18: LEAVES OF ABSENCE

18.01 General Leave

Leave of absence without pay may be granted to an Employee at the discretion of the Employer, and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. With the exception of an impaired driving conviction, which is just cause for dismissal, Employees may be granted a leave of absence to a maximum of six (6) months for license suspensions occasioned outside working times, at the discretion of the Employer. Upon satisfactory proof from the Employee that the license revalidation has been delayed by slow governmental process and supporting proof from the Employee that the application was applied for right away and that the delay was due to no fault on their part, a few days' extension of such leave of absence may be allowed. Such extension of leave, however, must be applied for in writing on the expiration of the license suspension period.

18.02 Paid Leaves of Absence

(a) Bereavement Leave

(i) Bereavement leave up to five (5) working days with pay shall be granted in the event of the death of a member of the Employee's family, i.e. children, parents, brothers, sisters, spouse (common-law included or same gender relationship publicly maintained for a period of at least one (1) year), fiancé(e), step-parents, step-brothers and step-sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, guardian, grandparents, grandparents-in-law, grandchildren, stepdaughter or stepson.

(ii) Bereavement leave may be extended up to two (2) working days with pay if travel is necessary, and provided the travel required is greater than three hundred and twenty (320) kilometres from the Employee's residence, one (1) way.

(iii) Where, in respect of any period of vacation, an Employee is granted bereavement leave, the period of vacation so displaced shall be reinstated for use at a later date.

(iv) In the event of the death of another relative or friend, the Employer may grant time off with pay to enable the Employee to attend the funeral services.

(v) Notwithstanding the provisions of Article 18.02(a), where special circumstances exist, an Employee may request that Bereavement Leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an Employee be eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

(b) Personal Leave

Employees shall be entitled to Personal leave days each year, from April 1st through March 31st (fiscal year). Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements. The Employer shall approve personal leave in such circumstances to a maximum of thirty (30) hours without loss of pay in each fiscal year. Requests for additional leave of absence in these circumstances shall be subject to the provisions of Article **18**.07. Such hours are non-cumulative from one fiscal year to the next.

An Employee may be required to submit satisfactory proof to the Employer demonstrating the need for Personal Leave.

(c) Citizenship Leave

Upon written application by the Employee with the citizenship court notice attached, leave with pay of one (1) day shall be granted for the purpose of attending a formal hearing scheduled to take the Canadian oath of citizenship.

(d) Wedding Leave

Up to three (3) working days with pay shall be granted for the Employee's wedding. This may be added to any period of annual leave available or may be taken separately.

(e) Parental Leave

Parental leave of up to three (3) days with pay shall be granted upon request to a father, same sex partner, or adoptive parent. Such leave with pay shall be taken within fourteen (14) calendar days of the birth or adoption of the child.

(f) Appointment Leave

Whenever possible, Employees should endeavour to arrange appointments outside working hours. Upon written request, a full-time Employee shall be granted up to a maximum of twenty (20) hours of paid leave per fiscal year (April 1 - March 31) for the purpose of attending dental, physiotherapy, optical and medical appointments, provided that:

(i) they have been given prior written authorization by the Employer; and

(ii) they submit satisfactory proof of attendance at such appointments when required to do so by the Employer.

18.03 **Compassionate Care Leave**

An Employee with a qualified relative in the end-stage of life shall be entitled to a leave of absence without pay for a period up to six (6) months. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation. Subject to Plan provisions, Employees may make prior arrangements for the continuation of those insured benefit plans specified in Article 17 in which they are participating on the existing cost sharing basis.

(i) At the request of the Employee, compassionate care leave may be taken in one (1) week increments.

(ii) Where possible, an employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the employer if they want to take the leave in weekly increments.

18.04 **Maternity, Adoption, and Parental Leave**

An Employee requesting maternity or parental leave shall provide the Employer with four (4) weeks' written notice.

(a) An Employee who has completed ninety (90) days of employment shall, upon their written request, be granted maternity leave to become effective thirteen (13) weeks immediately preceding the date of delivery or such shorter period as may be requested by the Employee, provided that they commences maternity leave no later than the date of delivery. The Employee must give written notice to the Employer at the same time they are requesting maternity leave that they also intent to take parental leave.

The Employer has the right to request the Employee to provide a medical certificate from their physician that they are able to perform all their regular duties and responsibilities; if not, they may be placed on maternity leave.

Maternity leave shall be without pay and insured benefits as set out under Articles 18.04(f), 18.07 (d) and 18.07 (c)(i), except for the portion of maternity leave during which the Employee has a valid health related reason for being absent from work and as set out under the SEB plan in article 18.05. An Employee who provides a medical certificate for a valid health related absence, and who is in receipt of EI maternity leave benefits and has sick leave days available under the Sick Leave Plan, will be eligible to supplementary benefits from the Employer.

Maternity leave and parental leave combined shall not exceed seventy-eight (78) weeks, unless an extension is granted by the Employer. Request for an extension due to the ill health of the mother or the child shall not be unreasonably denied.

(b) A pregnant Employee whose continued employment in their position may be hazardous to herself or to their unborn child, in the written opinion of their physician or registered midwife, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee may request maternity leave if the Employee is eligible for such leave. In the event that the maternity leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than seventy-eight (78) weeks, the Employee may request further leave without pay.

(c) An Employee who has completed ninety (90) days of employment shall, upon their written request be granted leave of absence without pay and benefits as set out under Articles 16.07(c)(i) and 16.07(d) for a period of up to sixty-two (62) weeks duration for the purpose of adopting a child provided that:

(i) they make written request for such leave at the time the application for adoption is approved, and

(ii) they provide the Employer with at least one (1) day's notice that such leave is to commence.

(d) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. Such maternity leave will end sixteen (16) weeks after the commencement of the leave.

(e) (i) A parent-to-be who has completed ninety (90) days of employment shall, upon their written request, be granted an unpaid parental leave to commence two (2) weeks prior to the delivery or such shorter period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits as set out under Articles 18.07 (d) and 18.07 (c)(i), and shall not exceed sixty-two (62) weeks.

(ii) If the parents of a child are both employed with the same centre, parental leave will not be granted to more than one (1) Employee at a time, unless otherwise agreed to by the Employer.

(iii) Employees who intend to share parental leave must give notice to their manager in writing six (6) weeks in advance.

(f) An Employee on maternity/parental or adoption leave shall provide the Employer with six (6) weeks' written notice of readiness to return to work following which the Employer will reinstate them in the same position held by them immediately prior to taking leave and at the same step in the pay scale or provide them with alternate work of a comparable nature at not less than the same step in the pay scale and all other benefits that accrued to them to the date they commenced the leave.

(g) No Employee shall be required to return from such leaves of absence for the purposes of transferring or being promoted into any vacancy for which they were the successful candidate until such time as their Maternity, Adoption, and/or Parental Leave expires.

(h) An Employee on maternity/adoption/parental leave shall have access to benefits as specified in Article 18.07(c)(i). Pension contributions shall be in accordance with the regulation under the Pension Plan.

18.05 **Maternity / Parental / Adoption Supplemental Employment Benefit (SEB)**

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

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

Maternity Supplemental Employment Benefits

An Employee, who is in receipt of Employment Insurance (EI) maternity benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the employee is eligible to receive and seventy-five percent (75%) of the Employee's regular weekly rate of pay. This SEB payment shall commence following completion of the EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of EI maternity benefits for a maximum of fifteen (15) weeks which is inclusive of the Alberta SEB plan (for the health-related portion of the maternity leave of absence) as set out under Article 18.04 (a).

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

Parental/Adoption Supplemental Employment Benefits

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

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

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

SEB Payment Calculation

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

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

- Regular weekly work hours for regular part-time Employees shall be determined by calculating the average regular hours paid per week over the twenty (20) weeks preceding the commencement of the leave.

Salary changes with an effective date during the leave will not result in an adjustment to the SEB payment.

18.06 **In-Service Leave**

(a) The Union and the Employer recognize the value of continuing in-service education for Employees and that responsibility for such lies not only with the Employer but also with the Employee. For the purpose of this Article in-service includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.

(b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.

18.07 **General Policies Governing Leaves of Absences**

(a) All applications for leave of absence without pay shall be made in writing to the Employer twenty-eight (28) calendar days in advance except in extenuating circumstances, in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave of absence and the date of return. The Employer shall endeavor to respond to the request for a leave of absence within fourteen (14) calendar days of the request by the Employee.

(b) An Employee who overstays their leave without permission of the Employer shall be considered to have terminated their employment.

(c) (i) In the case of leaves of absence without pay of more than one (1) month's duration, and not exceeding twelve (12) calendar months, Employees may make prior arrangements for the payment of the full premium Employer's and Employee's share of those insured benefit plans specified in Article 17 in which they are currently participating, excluding the LTD plan. The Employee shall advise the Employer in writing of their decision to continue to contribute to the Pension Plan for up to a maximum one (1) month, subject to the rules and regulations of the plan.

(ii) In the case of leave of absence without pay of one (1) month or less, regular premium deductions for insured benefits specified in Article **17** shall be made by the Employer from the Employee's last pay cheque or from the Employee's first pay cheque after return from such absence. The Employee shall advise the Employer in writing of their decision to continue to contribute to the Pension Plan for length of the absence, for up to a maximum one (1) month, subject to the rules and regulations of the plan.

(d) In the case of leaves of absence without pay in excess of one (1) month, Employees shall cease to accrue sick leave and vacation days for the entire duration of such absence. Upon return to employment, the Employee's anniversary date for the purpose of determining future salary increments, sick leave and vacation service credits will be adjusted by the same amount of time as the leave of absence.

(e) Employees will not be entitled to named holidays with pay which may fall during any period of leave of absence without pay.

18.08 **Union Leave**

(a) Provided the operational efficiency of the Centre shall not in any way be disrupted, leave of absence with pay shall be granted by the Employer to an Employee attending Union conventions, meetings, workshops, seminars, schools or Union business. Such leaves of absence shall be limited to two (2) Employees; however, only one (1) Employee may be on leave at any one time and shall not exceed an aggregate of eight (8) working days in each calendar year in each Centre. Such leaves of absence shall be subject to the provisions in Articles 18.07 and 21.03. Where such request for leave of absence is made in writing, the Employer's reply shall be given in writing. The Union agrees to reimburse the Employer for the gross salary of the Employee while on leave plus a fifteen percent (15%) administrative charge.

(b) For members of the Union Board of Directors, where the request for leave to attend Board Meetings is made in writing, it shall be granted. Such leave shall be with pay. The Union agrees to reimburse the Employer for the gross salary of the Employee while on leave plus a fifteen percent (15%) administrative charge.

(c) Union Representatives who are members of the bargaining committee of this local unit shall not suffer loss of regular pay in case of attendance at scheduled negotiation meetings with Employer representatives, if the Employee is scheduled to work on such day(s). The bargaining committee shall be comprised of no more than two (2) Employees from the Edmonton Centre.

(d) The President and Vice President of HSAA will be granted leave of absence without pay and the provisions of Article 18.07 will apply.

18.09 **Leave for Public Office**

(a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay to permit them to fulfill the duties of that office.

(b) Regular Employees who are elected to public office shall be allowed a leave of absence without pay for a period of time not to exceed four (4) years.

(c) An Employee who has been on public office leave shall be reinstated by the Employer in the same position and classification held by them immediately prior to taking such leave or be provided with alternate work of a comparable nature.

ARTICLE 19*:* DISASTER PLAN EXERCISES

19.01 Disaster plan exercises and fire drills shall be considered a responsibility of both the Employer and its Employees as a matter of good citizenship in the public interest. The Parties recognize that Employees covered by the Collective Agreement will be encouraged to participate in matters related to Disaster plan exercises and fire drills. Participating Employees will receive appropriate training related to the Disaster Plan exercises and fire drills.

ARTICLE 20: BULLETIN BOARD SPACE

20.01 The Employer shall provide a bulletin board to be placed in the Logistics Area at the centre upon which space shall be provided where the **Union** may be permitted to post notices of meetings and other such notices which may be of interest to Employees. The Employer reserves the right to remove posted material objectionable to the Employer.

ARTICLE 21: TERMINATION

21.01 Notice of termination shall be as per the Employment Standards Code.

21.02 An Employee who leaves the employment of the Employer shall receive the wages and vacation pay to which they are entitled in the next regular pay period following their termination.

21.03 An Employee shall be considered terminated when:

(a) they are absent from work for two (2) or more days without good and proper reason and/or without notifying the Employer;

(b) they do not return from leave of absence or vacation as scheduled; and

(c) they do not return from layoff as required, or they have been on layoff for a period exceeding twelve (12) months without recall, pursuant to Article 22.

(d) an Employee's seniority is broken as per Article 13.04.

ARTICLE 22: LAYOFF

22.01 (a) (i) On any occasion where reorganization of the Employer's operations will displace regular Employees in the bargaining unit, the Employer will endeavour to notify the Union at least twenty eight (28) calendar days before the implementation of such change. The Employer will meet with the Union within this twenty eight (28) day period to discuss the changes and how the Employees may be affected.

(ii) For the purposes of Article 22, "layoff" will mean:

(A) elimination of regular positions within the bargaining unit; or

(B) reduction in the number of regularly scheduled hours available to one (1) or more regular full-time Employees; or

(C) (1) reduction of a regular part-time Employee's full-time equivalent of greater than point two (0.2) FTE for eight (8) consecutive weeks or longer, or

(2) reduction of regularly scheduled hours available to one (1) or more regular part-time Employees such that the regular part-time Employee would not remain benefits-eligible per Article 17.

(iii) Subject to the notice provision under 22.01 (a)(i), in the case of a reduction in the work force as outlined in 22.01 (a)(ii), the Employer will notify Employees who are to be laid off within that centre/ satellite site twenty eight (28) calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith.

(iv) If the Employee laid off has not been provided the opportunity to work their regularly scheduled hours during the twenty eight (28) calendar days after notice of layoff, the Employee shall be paid in lieu of such work for that portion of the twenty eight (28) calendar days during which work was not made available.

(v) The twenty eight (28) calendar days' notice shall not be required where layoff results from an act of God, fire or flood. Where the layoff results from an act of God, fire or flood, the affected Employees shall

receive pay for the days when work was not available up to a maximum of twenty eight (28) calendar days' pay in lieu of notice.

(b) Wherever possible, notice of layoff will be delivered in person to an Employee at the workplace in the presence of an Union representative, if one is available on the day the Employer intends to issue such notice to affected Employees. If the Employer has been unable to reach an Employee by telephone for at least two (2) calendar days (excluding Saturdays, Sundays, and Named Holidays) to schedule a meeting for the purposes of providing layoff notice it may serve notice of layoff by either by double registered letter or by courier, to the Employee's most current address on file. Layoff notices issued by registered letter or by courier shall be considered served effective the date of registration.

(c) If the Employer determines it is necessary to layoff an Employee while they are on Maternity or Parental leave of absence, Workers' Compensation or absent due to illness or injury, they shall not be served with notice under this Article until they have advised the Employer of their readiness to return to work.

22.02 **Layoff of Employees**

(a) The Employer reserves the right to determine where layoffs will occur. The Employer reserves the right to lay off Employees within a classification at the Centre/satellite site, subject to Article **22**.02(b).

(b) Subject to the provisions of Article **22**.02(c), layoff shall occur in reverse order of seniority within a classification, within that Centre/satellite site.

(c) The Employer will have the right to retain Employees who are qualified and capable of performing the remaining work who would otherwise be laid off when layoff in accordance with Article **22**.02(b) would result in retaining Employees who are not qualified and capable of performing the work required.

22.03 **Continuation of Collective Agreement Provisions During Layoff**

(a) Upon request of the Employee in writing, one (1) week prior to the date of layoff, the Employee may request the following options:

(i) continuation of the insured benefits they are enrolled in prior to the date of layoff, with the same cost sharing arrangements of premiums as was in place prior to the date of such layoff, subject to the rules and regulations of the insured benefit plan, for a period of one (1) month commencing on the date of layoff. The Employee must pay their share of premiums prior to being laid off;

(ii) in addition, if requested in writing, the Employee may continue insured benefits coverage for an additional period of eleven (11) months, conditional up the Employee making prior arrangements for the payment of the full cost of the premiums (Employee's and Employer's share) of those insured benefit plans the Employee was enrolled in, prior to the date of layoff, in accordance with the rules and regulations of the insured benefits plan.

(iii) If requested, in writing, an Employee's Pension contributions may be continued subject to the rules and regulations of the Pension Plan.

(b) (i) A laid off Employee shall continue to accrue sick leave service credits for future entitlement during the first month of layoff.

(ii) Commencing with the first day of layoff, the Employee shall cease to accrue vacation and anniversary increments. Employees will also lose all rights provided for in this Agreement with the exception of discipline, grievance and arbitration rights, and rights under Article 22.04. Seniority for regular Full-time Employees will continue to accrue during the period of layoff.

(iii) The Employee's increment date shall also be adjusted by the same amount of time as the layoff and the new increment date shall prevail thereafter. Employees will not be entitled to named Holidays with pay which may fall during the period of layoff.

22.04 **Recall Rights**

(a) When increasing the work force, recall shall be carried out in order of seniority within that Centre/satellite provided the Employee has the ability to perform the available work. Driver vacancies within the Employee's Centre/satellite site shall be offered to Employees on recall who are qualified and capable to perform the available work on the basis of seniority within that Centre/satellite site, provided the vacancy is in the same classification with the same or smaller FTE as the Employee's pre-layoff FTE within that Centre/satellite site.

(b) The method of recall shall be by telephone and, if such is not possible, by courier or double registered letter sent to the Employee's last known place of residence in the Employer's records. The Employee so notified shall return to work as soon as possible but not later than five (5) working days following the date of the telephone call or the date the letter was registered.

(c) Subject to 22.04(b) and (d), if the Employee does not report within this five (5) working day period, or if in the case of a registered letter such registered letter is returned to the addressee (the Employer), the recall shall be deemed to have been carried out and henceforth such Employee shall be

deemed to have voluntarily terminated **their** employment with the Employer.

(d) Notwithstanding other provisions of this Article, rights to recall shall continue until the Employee has been recalled to a regular position in **their** former classification and FTE or upon the expiry of twelve (12) months following layoff, whichever occurs first.

(e) If an Employee accepts a temporary assignment pursuant to this Article then that Employee's period of recall rights shall be extended by the same duration as the temporary assignment.

(f) The Employer shall maintain a recall list for all employees on recall. In layoff situations, an initial recall list and changes to such list will be communicated to the union.

22.05 **Regular Vacancies**

(a) A laid off Employee at the time of notice pursuant to Article 22.01 shall be offered a regular vacant driver position within that Centre/satellite site.

(b) An Employee who accepts a position under (a) above shall maintain residual right of recall to their pre-lay off classification and FTE during the recall period.

22.06 **Reinstatement of Collective Agreement Provisions**

An Employee who accepts a vacant driver position or who is recalled from layoff pursuant to this Article will have their sick leave bank reinstated to the balance they had accrued prior to the date of layoff and as set out under Article 22.03(b)(i). The Employee's anniversary increment date, sick leave and vacation increment date shall be adjusted by the same amount of time as the layoff and the new increment date shall prevail thereafter. Where an Employee opted not to continue to participate in the Benefits program, pursuant to Article 22.03, such Employee's insured Benefits Plan and Pension Plan shall also be activated in accordance with the rules and regulations of these plans, where applicable.

22.07 **Casual/Temporary Work**

(a) The Employer shall endeavor to offer opportunities to laid off Employees for casual or temporary work in order of their seniority within that Centre/satellite site before assigning the work to a part time Employee seeking additional hours or a casual Employee, providing the laid off Employee is qualified and capable of performing the work required.

(b) A laid off Employee may refuse an offer of casual/temporary work without adversely affecting their recall status.

(c) An Employee who accepts an offer of casual/temporary work shall be governed by the Collective Agreement provisions applicable to a casual/temporary Employee, however, such Employee's recall status and seniority standing upon recall shall not be affected by the period of casual/temporary employment.

22.08 Subject to 22.07 (a), no new regular or Temporary Employees will be hired while there are other Employees in the same classification in the Centre/satellite site who still possess the right to be recalled, until the Employer has determined such Employees on recall would not be available.

22.09 (a) For the purposes of this Article, "qualified and capable of performing the work" shall be assessed by the Employer recognizing the need to provide a period of familiarization and orientation of the duties and responsibilities required of the position.

(b) An Employee who in the opinion of the Employer fails re-certification or, is found to lack the ability to perform the work following the orientation and or re-certification period shall be returned to layoff status and henceforth only Article 22.04 shall apply to such Employee.

22.10 Severance

A regular Employee who is laid off and who does not displace another employee may, instead of being placed on recall, elect to receive a severance payment of two (2) weeks of regular earnings per year of service, to a maximum of forty (40) weeks. Regular earnings for regular part time Employees shall be based on the Employee's average regular weekly earnings in the twenty-six (26) weeks immediately preceding the layoff.

The employment of an employee who elects severance shall be terminated.

ARTICLE 23: NO STRIKE OR LOCKOUT

23.01 If an Employee shall engage in any illegal strike, slowdown or stoppage of work during the life of this Agreement, the Union shall instruct their to return to their work and perform their duties faithfully and resort to the Grievance Procedure established herein for the settlement of any complaint or grievance. If the Employee does not return immediately to work and perform their usual duties, they shall then be considered to have terminated their employment with the Employer.

23.02 The Union agrees that during the life of this Agreement, they will not be involved in nor will they condone or authorize any slowdown, stoppage of work, picketing of the Employer's premises, refusal to perform work, or strike, and no Employee shall be involved in such action.

23.03 The Employer agrees that during the life of this Agreement, and/or while renewal is being negotiated, it will not sanction or authorize any lockout.

23.04 In the event that it is necessary for an Employee, in the performance of their duties, to cross a picket line, the Employer will so notify the Union.

ARTICLE 24: WAGES

24.01 (a) Schedule "A"

Classification	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 years
Mobile Driver							
Current	$21.28	$22.06	$22.88	$23.73	$24.66	$25.54	$26.37
October 1, 2021 (1%)	$21.49	$22.28	$23.11	$23.97	$24.91	$25.80	$26.63
September 1, 2022 (1.25%)	$21.76	$22.56	$23.40	$24.27	$25.22	$26.12	$26.96
April 1, 2023 (2%)	$22.20	$23.01	$23.87	$24.76	$25.72	$26.64	$27.50
Driver							
Current	$20.49	$21.30	$22.16	$22.92	$23.72	$24.55	
October 1, 2021 (1%)	$20.69	$21.51	$22.38	$23.15	$23.96	$24.80	
September 1, 2022 (1.25%)	$20.95	$21.78	$22.66	$23.44	$24.26	$25.11	
April 1, 2023 (2%)	$21.37	$22.22	$23.11	$23.91	$24.75	$25.61	

24.02 **Charge Driver Premium**

A differential of one dollar and seventy-fifty cents ($1.75) per hour shall be paid to an Employee when assigned by the Manager or designate to Charge Driver duties for all scheduled hours worked on a mobile. Such differential shall not be considered part of the basic rate of pay.

24.03 **Responsibility Premium**

(a) Employees considered by the Employer to be qualified shall be assigned by the Employer as temporary replacements for the Transport Manager/ Supervisor or designate. The Employer will compensate the Driver concerned at the rate of two dollars and fifty cents ($2.50) per hour provided that such replacement exceeds a period of one (1) working day. Such payment shall be retroactive to the first day of such temporary assignment. Such differential shall not be considered part of the basic rate of pay.

(b) Employees considered by the Employer to be qualified may be assigned as temporary replacements for the Edmonton Shipper/Receiver position. The Employer will compensate the Driver concerned at the rate of one dollar ($1.00) per hour provided that such replacement exceeds a period of one

(1) working day. Such differential shall not be considered part of the basic rate of pay.

(c) Effective the date of ratification, employees designated as Centre Charge shall be paid a differential of two dollars and twenty five cents ($2.25) for all hours paid when scheduled as Centre Charge. Such differential shall not be considered part of the basic rate of pay.

24.04 Training Assignment

(a) Employees who are assigned to conduct training as outlined in the Instructional Staff Training Program (ISTP) program, specifically for the purpose of certification of new hires, retraining or recertification, shall receive a premium of one dollar and twenty-five cents ($1.25) for each hour or part thereof spent training.

(b) The above premium shall only apply to employees who have been ISTP certified and to instruct and authorized to sign off on competencies.

(c) The above premium shall not apply to employees whose job duties/classification includes training duties.

24.05 Payment of Wages

(a) Pay days will be as established by the Employer's payroll policy, but in no event will Employees be paid less frequently than twice monthly.

(b) In the case of an Employer overpayment, the Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment from the Employee over six (6) pay periods in equal installment amounts.

(c) Where the Employer becomes aware of any error in the payroll system that has caused an underpayment of wages to one (1) or more Employees, it shall notify the affected Employee(s) of such underpayment. The Employer shall make reasonable efforts to correct the payroll system and retroactively correct the error in as timely a manner as possible. Grievance timelines will be applicable as of the date of correction, or when the Employee becomes aware or could reasonably have become aware, of such correction and does not agree with such correction.

ARTICLE 25: HEALTH AND SAFETY

25.01 The Parties to this Collective Agreement shall cooperate to the fullest extent in the matter of occupational health and safety and accident prevention. The

Employer and Employees will take reasonable steps to eliminate, reduce or minimize all workplace safety hazards.

25.02 Required safety equipment, devices and training will be provided where necessary by the Employer.

25.03 (a) One (1) Transport Employee, covered by this Collective Agreement, shall be a member of the Joint Health and Safety Committee and shall attend each Health and Safety Committee meeting. In the event that the Committee Member is unable to attend a meeting, they shall assign another qualified Transport Employee to attend in their place and inform their Manager/Supervisor or designate prior to the Joint Health and Safety Committee Meeting.

(b) The Committee shall endeavour to meet once every three (3) months or more frequently if requested, in writing, by a member of this Committee. Agenda items may be submitted prior to such meeting.

(c) The purpose of this Committee is to consider matters involving occupational health and safety, accident prevention, communication, education and security of Employees, exclusively.

25.04 Employee representatives shall not suffer any loss of pay for time spent in attendance at meetings of the Joint Health and Safety Committee.

25.05 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections.

25.06 Maintenance of Equipment: It is to the mutual advantage of both the Employer and the Employees that Employees shall not operate vehicles which are not in a safe operating condition.

25.07 It shall be the duty of the Employee to report in writing on the appropriate forms to the Employer promptly but not later than the end of their trip or shift all safety and/or mechanical defects on the equipment which they have operated during that shift or trip.

25.08 Any physical or medical examination necessary for an operator's license which the Employer requests the Employee to obtain shall be promptly complied with by the Employee. The present practice of allowing the Employee to obtain physical or medical examination for this purpose from their own attending physician shall continue. The Employer shall pay for all such physical or medical examinations and for any time lost as a result thereof during working hours. The Employee shall give the Employer two (2) weeks' notice prior to such examination.

25.09 The Employer shall supply the necessary equipment required in obtaining an operator's license, and the test shall be taken during working hours.

ARTICLE 26: UNIFORM

26.01 The Employer shall supply uniforms to Drivers according to the Head Office Policy issued on this subject from time to time.

26.02 Probationary Employees will each be supplied a uniform free of charge upon commencement of employment, provided that the costs of the same will be reimbursed to the Employer by such probationary Employee should they terminate their employment with the Employer before completion of their probationary period.

26.03 Members of the bargaining unit may wear the Union's pin on their uniforms.

26.04 Employees will be paid an annual allowance of one hundred and forty dollars ($140.00) on or about October 1st of each year for the purchase of steel-toed safety shoes/boots. Employees will be required to report to duty wearing the required footwear.

ARTICLE 27: COURT DUTY

27.01 (a) In the event an employee is required to appear before a court of law as a witness in matters arising out of their employment with the Employer, the employee shall;

(i) suffer no loss of earnings for the scheduled time so missed,

(ii) be paid at their basic rate of pay for the hours of attendance at court on their scheduled day(s) of rest, and be granted alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 9.

(b) Where an employee is called as a witness in matters arising out of their employment, they shall be granted leave of absence, if necessary, to ensure that they have ten hours off duty immediately prior to and immediately after and shall suffer no loss of pay as a result of such leave.

(c) In the event that the time spent appearing before a Court of Law as a witness in matters arising out of their employment with the Employer exceeds the time for which a casual employee was scheduled to work, the employee shall be paid at the appropriate rate for all hours spent appearing before the Court of Law.

27.02 In the event an employee is required to appear before a court of law as a member of a jury, or for the purpose of jury selection, the employee shall:

(a) notify the Employer as soon as notice is received,

(b) suffer no loss of earnings for the scheduled time so missed,

(c) be paid at their basic rate of pay for the hours of attendance at court on their scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article **9**.

ARTICLE 28: PENSION PLAN

28.01 Canadian Blood Services Employees represented by the Health Sciences Association of Alberta who become eligible for pension plan participation and who elect or are required to participate in a pension plan may participate in either the Canadian Blood Services Defined Benefit **(DB)** Pension Plan or the Canadian Blood Services Defined Contribution **(DC)** Plan, in accordance with the provisions of the plan selected by the Employee. The Employer will notify Employees when they become eligible to join the Pension Plan.

Effective February 24, 2025, Canadian Blood Services employees represented by Health Sciences Association of Alberta, who become eligible for pension plan participation and who are required or elect to participate in a pension plan, may participate in the Canadian Blood Services DB Pension Plan, in accordance with the provisions of the plan.

All current Canadian Blood Service employees represented by Health Sciences Association of Alberta currently participating in the DC Pension Plan will be enrolled in the DB Pension Plan, in accordance with the provisions of the plan, by February 24, 2025.

Effective the date of ratification, early enrolment into the DB Pension Plan for active DC Pension Plan members shall be made available, in accordance with the provisions of the DB Pension Plan. Additionally, active DC Pension Plan members will be provided the option to buy-back contributory service in the DB Pension Plan, according to the provisions of the DB Pension Plan, following the termination of the DC Pension Plan in 2025.

28.02 The Employer shall provide each Employee with an annual personal statement of account summarizing Employee contributions, pension entitlement, and any other information as may be required by legislation.

28.03 The Employer shall distribute to all Employees brochures and other relevant material outlining the above plan, upon hiring and when there are changes to the plan.

ARTICLE 29: MEMBERSHIP AND DUES PAYMENT

29.01 (a) The Employer will deduct dues as may be authorized in writing by the Union each month from each Employee, provided that the deduction formula is compatible with the payroll system of the Employer. The deductions will be made in a bi-weekly pay period from gross earnings and remitted to the office of the Union on or before the fifteenth (15th) of the month following the month for which the deductions were made. A statement will accompany these deductions listing the names of the Employees from whom deductions were made, their classification, status (i.e. regular full time, regular part time, temporary full time, temporary part time, casual), home address, work centre, seniority date and basic rate of pay.

(b) For the purposes of this Article, “gross earnings” will mean all monies paid by the Employer and earned by an Employee in a bi-weekly period, under the terms of this Collective Agreement, excluding non taxable allowances.

ARTICLE 30: GRIEVANCE PROCEDURE

30.01 General Rules

(a) The mandatory formal discussion stage set out in Sub-clause **30**.03 (a) may be bypassed when the Employee has been formally disciplined.

(b) In the event that the difference is of a general nature affecting two (2) or more Employees, the Employer and the Union may agree that the grievances be dealt with as a group grievance commencing at Step 1.

(c) Casual Employees shall be covered by the grievance and arbitration provisions of the Collective Agreement except for those Articles specified as being inapplicable.

(d) No Employee who may attend a meeting with the Employer respecting a grievance shall suffer any loss of regular pay for the time spent at such a meeting.

(e) An Employee shall be entitled to have a representative of the Union present during any grievance meeting pursuant to the Grievance Procedure of this Collective Agreement.

(f) A discharge grievance shall commence at Step 2.

(g) Time limits for filing of a dismissal grievance shall be as stated in Sub-clause **30**.03 (b).

(h) By appointment made in writing at least three (3) working days in advance, an Employee may view their personnel file when the Employee has filed a grievance. The Employee will be required to report to the Human Resources office to view their file in the presence of a Human Resources department representative. Upon request, an Employee shall be given a copy of requested documents from their file when the Employee has filed a grievance. The Employee may be required by the Employer to pay a reasonable fee established by the Employer to cover the cost of copying.

30.02 Definition of Time Periods

(a) For the purpose of this Article and the Grievance Arbitration Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays

(b) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.

30.03 Resolution of a Difference between the Employee and the Employer

(a) <u>Formal Discussion</u>

If a difference arises between one or more Employees and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the Employee(s) shall first seek to settle the difference through discussion with their immediate supervisor or designate. If it is not resolved in this manner, it may become a grievance and be advanced to Step 1.

(b) Step 1 - **Supervisor of the Department**

The grievance shall be submitted to the Employee's supervisor or designate, and copied to the People, Culture & Performance department, in writing, and signed by the Employee, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought, within ten (10) days of the act causing the grievance or within ten (10) days of the time that the Employee could reasonably have become aware that an alleged contravention of this Collective Agreement may have occurred. Upon receipt of the grievance, the Employee's supervisor or designate will convene a meeting within ten (10) days. The decision of the supervisor or designate of the Department shall be made known to the Employee, in writing and the Union within ten (10) days of the grievance meeting.

(c) Step 2 – Manager or designate

Within ten (10) days of receipt of the decision of the supervisor of the Department, or designate, the grievance may be advanced to Step 2 by submitting to the Manager of the department, or designate, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the grievance, the Manager~~,~~ or designate will convene a meeting within ten (10) days.

Within ten (10) days of the date of the meeting, the Manager or designate, will render a decision, in writing, to be forwarded to the Union and the grievor.

(d) Step 3 - Arbitration

Should the grievance not be resolved at Step 2, the Union may elect to submit the grievance to Arbitration. In this case, the Union shall notify the Employer, in writing, within ten (10) days of the receipt of the decision of the Manager or designate that the Union wishes to proceed to Arbitration, and at the same time, the Union shall name its appointee to the Arbitration Board. By mutual agreement between the Parties, in writing, a single Arbitrator may be appointed.

(e) Default

Should the grievor or the Union fail to comply with any time limit set out in the grievance procedures in this Article, the grievance will be considered conceded and shall be abandoned unless the Parties have mutually agreed, in writing, to extend the time limit.

Should the Employer fail to respond within the time limit set out in the grievance procedures in this Article, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limits unless the Parties have mutually agreed, in writing, to extend the time limit.

30.04 Resolution of a Difference between the Union and the Employer Union Grievance Procedure

(a) Formal Discussion

In the event that a difference of a general nature arises regarding interpretation, application, operation or alleged contravention of this Collective Agreement, the Union shall first attempt to resolve the difference through discussion with the Supervisor of the Department or designate as appropriate. If the difference is not resolved in this manner to the Union's satisfaction, it may become a policy grievance.

(b) Step 1 - Manager of the Department or designate

The Union shall submit a policy grievance, in writing, to the Manager of the Department, or designate, and shall indicate the nature of the grievance, the clause or clauses alleged to have been contravened, and the redress sought. Such policy grievance shall be submitted to the Manager of the Department, or designate, within twenty (20) days of the Formal Discussion referenced above. Upon receipt of the grievance, a meeting, should it be necessary, shall be convened by the Manager of the Department, or designate. The meeting shall be held within ten (10) days of the receipt of the grievance unless mutually agreed otherwise. The decision of the Manager of the Department, or designate, shall be made known to the Union, in writing, within fifteen (15) of the date of the meeting.

(c) Step 2 - Arbitration

Should the Union elect to submit a policy grievance as defined herein for Arbitration, it shall notify the other Party in writing within ten (10) days of receipt of the decision of the Manager of the Department, or designate, and name its appointee to an Arbitration Board at the same time.

(d) By mutual agreement in writing between the Parties, a single Arbitrator may be appointed.

(e) Default

Should the Union fail to comply with any time limit set out in the grievance procedures in this Article, the grievance will be considered conceded and shall be abandoned unless the Parties have mutually agreed, in writing, to extend the time limit.

Should the Employer fail to respond within the time limit set out in the grievance procedures in this Article, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limits unless the Parties have mutually agreed, in writing, to extend the time limit.

30.05 Resolution of a Difference between the Employer and the Union

Employer Grievance Procedure

(a) Formal Discussion

In the event that a difference of a general nature arises regarding interpretation, application, operation or alleged contravention of this Collective Agreement, the Employer shall first attempt to resolve the difference through discussion with the Union. If the difference is not resolved in this manner, it may become a policy grievance commencing at Step 2.

(b) Officer of the Union

The Employer shall submit a grievance, in writing, to the representative of the Union, or designate, and shall indicate the nature of the grievance, the clause or clauses alleged to have been contravened, and the redress sought. Such policy grievance shall be submitted to the Union, or its designate, within twenty (20) days of the Formal Discussion referenced above. Upon receipt of the grievance, a meeting, should it be necessary, shall be convened by the Union. The meeting shall be held within ten (10) days of the receipt of the grievance unless mutually agreed otherwise. The decision of the representative of the Union, or designate, shall be made known to the Employer, in writing, within fifteen (15) days of the date of the meeting.

(c) Arbitration

Should the Employer elect to submit an Employer grievance as defined herein for Arbitration, it shall notify the Union in writing within ten (10) days of receipt of the decision of the representative of the Union, or designate, and name its appointee to an Arbitration Board at the same time:

(d) By mutual agreement in writing between the Parties, a single Arbitrator may be appointed.

(e) Default

Should the Employer fail to comply with any time limit set out in the grievance procedures in this Article, the grievance will be considered conceded and shall be abandoned unless the Parties have mutually agreed, in writing, to extend the time limit.

Should the Union fail to respond within the time limit set out in the grievance procedures in this Article, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limit unless the Parties have mutually agreed, in writing, to extend the time limit.

ARTICLE 31: ARBITRATION

31.01 Within ten (10) days following receipt of notice that a grievance has been referred to an Arbitration Board, the Party receiving the notification shall advise the other Party of its appointee to the Arbitration Board. The appointees shall, within ten (10) days, endeavor to select a mutually acceptable Chair of the Arbitration Board. If they fail to agree, the Minister of Labour shall be requested to appoint a Chair, pursuant to the Code.

31.02 The Arbitration Board (or the single Arbitrator if mutually agreed by the Parties) shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. In the case of an Arbitration Board, the decision of the majority of the Arbitration Board thus rendered or the decision of the single Arbitrator shall be final and binding on the Parties. If there is no majority decision in the case of an Arbitration Board, the decision of the Chair governs and their decision shall be deemed to be the award of the Arbitration Board and it shall be final and binding on the Parties.

31.03 Except as provided below, the award shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement. However, where a Board of Arbitration or an Arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement

does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, and where the Board of Arbitration or the Arbitrator finds the penalty unreasonable in the circumstances, the Board of Arbitration or the Arbitrator may substitute any penalty for the discharge or discipline that seems to them just and reasonable.

31.04 Each of the Parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chair or single Arbitrator shall be shared equally by the Parties.

31.05 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 32: MEAL ALLOWANCE

32.01 Allocations for meals on both overnight (out-of-town) clinics and on daily mobile clinics held outside and beyond a forty (40) kilometre radius from the site of the Edmonton Blood Service Centre premises, (provided, however, that for the purpose of this Article, Leduc, Stony Plain, Morinville, and Devon shall be considered outside and beyond the forty (40) kilometer radius) and in-town clinics when added to out-of-town mobile circuits, shall be as follows:

Breakfast	$**10.50**
Lunch	$**13.00**
Dinner	$**24.00**

During the life of this agreement, the Employer agrees to adjust the above rate should another union representing Employees of CBS Alberta receive higher meal allowance rates.

32.02 Allocation for breakfast allowance will only be given commencing on the second day of an overnight clinic unless the drivers' shift for the mobile clinic begins before zero seven hundred (0700) hours.

32.03 Allocation for lunch on daily mobile clinics will be given only when the clinic team is required to and reports to the Centre for work before twelve hundred (1200) hours, subject to 32.01.

32.04 (a) Allocation for dinner on mobile clinics will be given only when the clinic team returns to the Centre after eighteen hundred (1800) hours, subject to **32**.01.

(b) Allocation for dinner on overnight (out-of-town) clinics on the day of the return of the clinic team to the Centre will be given only when such clinic team returns to the Centre after seventeen hundred and thirty (1730) hours.

ARTICLE 33: WORKERS' COMPENSATION

33.01 (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 their base salary during the waiting period from the Employer, less regular deductions, provided they assign over to the Employer their compensation payments due from the Workers' Compensation Board for time lost as a result of the accident. Base salary as referenced above shall be in accordance with the Workers Compensation Act and regulations, which may be amended from time to time.

(b) An Employee who elects not to assign their Workers' Compensation payments to the Employer may make arrangements for the prepayment of their share of premiums of those contributory health benefit plans in which they are enrolled.

33.02 Should the Employee's claim be disallowed by the Workers' Compensation Board, then any monies paid by the Employer shall be either charged against the Employee's accumulated sick leave credits, or if the Employee has no sick leave credits, the amount so paid shall be recovered from the Employee over a reasonable period of time.

33.03 When an Employee is absent on a Workers' Compensation claim, all benefits of this Agreement will continue to accrue for a period of two (2) years subject to 33.04 below.

33.04 An Employee who is absent on a Workers' Compensation claim will not accrue annual vacation and designated named holidays with pay during the entire period of absence. However, service credits for the purpose of calculating future vacation entitlement will continue to accrue during such absence.

33.05 On the date a physician certifies the Employee fit to return to work and the Employer has confirmed that there is work available, such Employee will lose their seniority and employment if such Employee fails to return to work.

33.06 All accidents must be reported immediately in writing by the Employee to their Manager/Supervisor or designate by completing and submitting the required CBS accident form and the Employee portion of the WCB accident form. The Employee will be provided with a copy of each of the completed forms.

33.07 Employees are required to provide the Employer with a written notice of their readiness to return to work, as far in advance as possible, preferably, at least three (3) weeks in advance. Upon return to duty they shall be reinstated in the same or an alternate position if such is available. Upon, reinstatement they shall be placed on the same step in the pay scale that they had occupied prior to their disability. At such time, they shall be also be credited with any remaining sick

leave that they had accrued prior to their disability and shall commence accruing sick leave credits based on service they had accrued prior to their disability and current employment status. At such time, they shall also be credited with any vacation days that they had accrued prior to their disability and shall commence accruing vacation based on service they had accrued prior to their disability and current employment status. Seniority shall not be interrupted during such leave.

ARTICLE 34: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

34.01 Applicability of Agreement

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

(b) Except as modified by this Article, the provisions of this Collective Agreement shall not apply to casual Employees.

34.02 Wages

The basic hourly rate of pay for regular part-time, temporary and casual Employees shall be as indicated under Article 24.01.

34.03 Probation

(a) Regular part-time and temporary Employees shall be on probation for the first six hundred (600) hours worked. This probationary period may be extended by up to a maximum of four hundred and fifty (450) hours worked, by mutual agreement between the Employer and the Union if required for competency certification.

(b) 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.

(c) A temporary Employee shall not have the right to grieve the termination of their employment on the expiry of the term for which they were hired.

34.04 Anniversary Increments

Regular part-time, temporary, and casual Employees shall be entitled to an increment on the completion of one-thousand, nine-hundred and fifty (1,950) regular paid hours and a further increment on the completion of each additional one-thousand, seven hundred and forty-seven decimal five (1,747.5) regular paid hours up to the maximum increment level granted to full-time Employees in accordance with the salary schedule outlined in Article 24.01 of this Collective Agreement.

34.05 **Hours of Work and Overtime**

(a) Articles 6.01 (a) and (b) and 9.03 shall not apply to regular part-time and temporary Employees.

(b) Regular part-time and temporary Employees shall not work in excess of seven (7) consecutive calendar days without a day off.

(c) Regular part-time, temporary and casual Employees shall receive overtime pay at two (2X) times their regular rate for time worked in excess of seven and one-half (7 1/2) hours, exclusive of any meal period taken.

(d) The Employer shall offer regular part-time Employees additional hours that arise due to operational requirements before such hours are offered to casual Employees. These additional hours will be made available to regular part-time Employees who have placed their names on the sign-up sheet for extra hours on the basis of seniority. If no regular part-time Employee is available or willing to work the extra hours and there are no casual Employees available, then the least senior part-time Employee shall be assigned such hours.

34.06 **Filling of Regular Full-Time Vacancies**

(a) When a full-time vacancy occurs, regular part-time Employees will be given the first opportunity to fill such vacancy. The determining factors shall be qualifications and ability, and where these two factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.

(b) If the Employee is selected to fill a regular full-time position in another classification, they will be on a trial period for three hundred (300) hours worked. This trial period may be extended up to a maximum of three hundred (300) hours worked, by mutual agreement between the Employer and the Union if required for competency certification. Should the Employee fail to succeed during the trial period, or request to return to their former position/status, they shall be reinstated in their former position without loss of seniority.

(c) On appointment to a regular full-time position, all benefits of this Agreement that were not previously applicable will apply and commence to accrue from the date of appointment to the full-time position subject to the regulations and eligibility requirements applicable to full-time Employees.

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

(e) When a regular part-time, temporary part-time, or casual Employee is the successful applicant to fill a regular full-time position, the number of regular paid hours from the date they started employment as a regular part-time, temporary part-time or casual Employee in such position, or from the date they received their last pay increment in such position, shall be determined. These number of regular paid hours shall be credited for the purpose of determining their anniversary date for annual increments. If, for example, they had eighteen hundred (1800) regular paid hours as a regular part-time, temporary part-time or casual Employee on the date when they were appointed to the regular full-time position, they need to accrue only one hundred and fifty (150) regular paid hours more, from that date, to entitle them to an anniversary increment. From then on, this date shall be their new anniversary date for future pay increments purposes.

All leaves of absence with pay, vacations, leaves of absence for Union business, periods of sick leave with pay, and while in receipt of Workers' Compensation benefits (average hours in last two weeks worked) shall be considered as regular paid hours for the purpose of calculating salary increments in accordance with this Article.

34.07 **Filling of Temporary (Full-Time) and Casual Positions**

The Employer will endeavour to fill temporary (full-time) and casual positions with available regular part-time Employees within classifications. The employment status of such Employees will not be changed to temporary or casual.

34.08 **Paid Leaves and Court Duty**

(a) The pay entitlement of regular part-time and temporary Employees for authorized bereavement leave, wedding leave, citizenship leave and court duty shall be as provided in Articles 18.02 and Article 27 respectively, but shall be limited to their posted scheduled hours of work.

(b) The pay entitlement of regular part-time and temporary Employees for authorized appointment leave and personal leave shall be as provided in Article 34.08, however, their annual entitlement shall be pro-rated in proportion to their full-time equivalency.

34.09 **Benefits Program**

(a) Regular part-time Employees who are scheduled to work at least eighteen point seven five (18.75) hours per week on a regular basis shall be eligible to participate in the Employee Benefits Program specified in Article **17** subject to applicable regulations and requirements of such plans.

(b) Temporary full-time and temporary part-time Employees who are scheduled to work at least eighteen point seven five (18.75) hours per week shall be

entitled to participate in the Employee Benefit Plans specified in Article **20** after the completion of twelve (12) months of continuous employment, subject to the applicable rules and regulations of such plans.

(c) Casual Employees are not eligible to participate in the Benefits Program provided under this Agreement.

34.10 **Named Holidays**

(a) On each pay cheque, regular part-time and temporary part-time and casual Employees shall be paid, in addition to their regular rate of pay, **five point three eight percent (5.38%)** of their gross regular earnings (excluding overtime and premiums) in lieu of scheduled named holidays.

(b) Regular part-time and temporary part-time Employees required to work on a scheduled named holiday shall be paid in addition to a) above at two (2) times their regular rate of pay for all hours worked on such holiday(s).

(c) Casual Employees required to work on a scheduled named holiday shall be paid at two (2) times their regular rate of pay for all hours worked.

34.11 **Annual Vacation**

(a) On the first pay in June of each year and on the first pay in December of each year, regular part-time and temporary Employees shall be paid six percent (6%), eight percent (8%) or ten percent (10%), or twelve percent (12%) of their gross regular earnings (excluding overtime, call back and premiums), whichever is applicable depending on vacation entitlement, in the previous six (6) months period or from date of employment, in lieu of annual vacation. Upon termination prior to the first pay in June, or upon appointment to a permanent full-time position, Employees shall be paid for earned but unpaid vacation entitlements. Percentage entitlement shall be based on years of continuous service based on Article **14**.03.

(b) Regular part-time and temporary Employees shall earn supplementary vacation pay calculated in accordance with the following formula:

(i) upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional two percent (2%) for that anniversary year;

(ii) upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional two percent (2%) for that anniversary year;

(iii) upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional two percent (2%) for that anniversary year;

(iv) upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional two percent (2%) for that anniversary year.

(c) After twelve (12) months of continuous service, regular part-time and temporary Employees shall be entitled to annual vacation without pay equal to the vacation percentage entitlement set out under Article 34.11(a) above. For the purposes of calculating the inclusive dates of annual vacation, one (1) week of annual vacation will be reported as seven (7) consecutive calendar days. Vacation leave will be deemed to have commenced on the first (1st) regularly scheduled work day absent on vacation leave. Application and approval of vacation shall be in accordance with Article 14.

(d) Casual Employees shall be paid on each pay cheque six percent (6%) of their gross regular earnings (excluding overtime and premiums) in lieu of annual vacation.

34.12 **Sick Leave**

(a) Regular part-time and temporary Employees shall accrue sick leave credits at the rate of one and one-half (1 1/2) days per calendar month prorated to the number of hours the Employee worked during each calendar month to a maximum accumulation of one hundred and twenty (120) working days.

(b) Employees must observe the regulations outlined in Article 16.03 of this agreement to be entitled to available sick leave benefits.

(c) Payment from sick leave banks will be made based on posted scheduled hours of work only for days on which Employees are required to work but cannot attend due to illness. If the Employee's illness continues beyond their posted scheduled hours of work, payment from the sick leave banks will be based on the weekly average number of hours worked by the Employee in the two (2) calendar week period immediately preceding their sick absence.

(d) A regular part-time or temporary Employee who transfers to a regular full-time position shall be placed on the sick leave plan set out under Article 16.05 based on their years of service as set out under Article 2.09.

(e) Upon termination of employment, all accumulated sick leave benefits shall be cancelled and no payment shall be due therefore.

34.13 **Pension**

Other than full-time Employees are eligible to participate in the Canadian Blood Services Pension Plan subject to plan eligibility rules.

ARTICLE 35: TRANSPORTATION

35.01 An Employee who normally travels from the Centre to their place of residence by means of public transportation following the completion of their duty shift but who is prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Centre to their place of residence.

35.02 When an Employee who normally travels from the Centre to their place of residence by means of public transportation and returns to the Centre from an overnight (out-of-town) clinic after twenty-two thirty (2230) hours, they shall be provided with transportation or reimbursed for taxi fare to their place of residence.

ARTICLE 36: DISCIPLINE AND DISMISSAL

36.01 (a) Except for the dismissal of an Employee serving a probationary period, there shall be no dismissal or discipline except for just cause. An Employee so disciplined or discharged shall have recourse to the grievance and arbitration procedures as provided for in this Collective Agreement. An Employee discharged for just cause shall receive from the Employer, in writing twenty-four (24) hours of discharge, the reason(s) for the discharge and a copy of this letter shall be sent to the Union.

(b) During a preliminary investigation or during a discipline meeting, an Employee shall have the right to be accompanied by a Labour Relations Officer or designate of the Union. The Employer shall advise the Employee that they have the right to Union representation at such meetings and shall advise the Employee of the purpose of the meeting. The Employee shall be given twenty-four (24) hours advance notice of such meetings. The twenty-four (24) hour notice period may be extended by the parties by mutual agreement.

36.02 (a) Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant discipline may result in a non-disciplinary letter to the Employee. A copy shall be provided to the Union within five (5) working days. In such cases, the letter shall state a definite period in which improvement or correction is expected, and, at the conclusion of such time, the Employee's performance shall be reviewed with respect to the improvement or correction. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's

right to take further action during said period should the Employee's performance so warrant.

(b) Where the Employee has not received further non-disciplinary letters or discipline for a period of two (2) years following the improvement or correction period, the letter shall be removed from their record.

36.03 An Employee who has been suspended shall receive from the Employer, in writing, the reason(s) for suspension. A copy of this letter shall be sent to the Union within five (5) calendar days.

36.04 Any written documents pertaining to disciplinary action or dismissal shall be removed from the Employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.

36.05 An Employee who is dismissed shall receive their termination entitlements at the time they leave in accordance with the *Employment Standards Code*.

ARTICLE 37: EVALUATIONS AND PERSONNEL FILES

37.01 All performance evaluations shall be documented and a final copy shall be provided to the Employee.

37.02 Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice which shall not be less than forty-eight (48) hours. Evaluation interviews shall be held no later than a month following an Employee's anniversary date. An Employee shall sign the performance evaluation for the sole purpose of indicating that they are aware of its contents and shall have the right to add comments to be attached thereto within two (2) working days of the interview.

Provided the Employee requests in writing, the contents of their personnel file, or a copy thereof, shall be made available to the Employee at the time of evaluation.

37.03 An Employee's personnel file including their evaluation record shall be considered confidential and shall not be released by the Employer to any person, except a Board of Arbitration, the Employer's counsel, or as required by law, without the written consent of the Employee.

37.04 By appointment made at least ten (10) working days in advance, an Employee may view their personnel file in the presence of their Manager/Supervisor, or the Manager of Human Resources or their designate twice each year, or when the Employee has filed a grievance.

ARTICLE 38: COPIES OF THE COLLECTIVE AGREEMENT

38.01 The Employer shall provide access to an electronic copy of this Collective Agreement to each new Employee upon appointment.

38.02 The Collective Agreement shall be printed in paper form by the Union, and the cost of printing of the Collective Agreement will be shared equally between Canadian Blood Services and the Health Sciences Association of Alberta.

38.03 When requested by an Employee, the Employer shall provide a copy of the Collective Agreement in paper form.

ARTICLE 39: EFFECTIVITY

39.01 All changes in this Collective Agreement shall take effect as of the date of ratification, except where otherwise herein agreed.

ARTICLE 40: RESPECT IN THE WORKPLACE

40.01 Every Employee has the right to be treated with respect and be free from harassment at the workplace.

40.02 An Employee who believes that they have been harassed has the right and may file a complaint under the Employer's Respect in the Workplace policy.

ARTICLE 41: JOB DESCRIPTIONS

41.01 Copies of current job descriptions shall be on hand and shall be available to each Employee upon request.

41.02 Upon request in writing initiated by the Union, the Employer will provide the Union with a copy of a job description for any classification in the bargaining unit provided that a request for a particular job description is not made more than once in a calendar year.

LETTER OF UNDERSTANDING #1

Between

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

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as "the Union")

RE: WELLNESS INITIATIVES LUMP SUM

Effective January 1, **2022,** regular full-time Employees shall receive a lump sum payment of six hundred dollars ($600); January 1, **2023**, six hundred dollars ($600); January 1, **2024**, six hundred dollars ($600); to reimburse them for expenses related to their personal wellness. Benefits-eligible regular part-time Employees shall receive a prorated lump sum based on their regular paid hours in the previous calendar year.

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE UNION

_____ _____

DATE: _____ DATE: _____

LETTER OF UNDERSTANDING #2

Between

CANADIAN BLOOD SERVICES
(hereinafter referred to as “the Employer”)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as “the Union”)

RE: PRE-AUTHORIZED PAYMENT FOR PENSION AND BENEFITS

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

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE UNION

_____ _____

DATE: _____ DATE: _____

LETTER OF UNDERSTANDING #3

Between

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

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as "the Union")

RE: CANADIAN BLOOD SERVICES UNIVERSAL BENEFITS PLAN

WITHOUT PREJUDICE OR PRECEDENT

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

#1 The Universal Benefits Plan, as described in the attached plan summary, shall replace the benefit entitlements as described in Articles 20.01 (b), (c), (d), (e), (f), and (g) of the Collective Agreement. Eligibility to participate in the benefits plan shall continue to be in accordance with the Collective Agreement.

#2 Other-than-full-time employees' eligibility for participation in the Universal Benefits Plan shall continue as per their current eligibility for participation under the Collective Agreement.

#3 The levels of coverage of the Universal Benefits Plan shall not be reduced from those levels in effect as of the date of signing of this Letter of Understanding.

#4 The Employer shall make any future enhancements to the Universal Benefits Plan at its sole discretion.

#5 If the union no longer wishes to participate in the Universal Benefits Plan, it may indicate its intention to withdraw from the Plan concurrent with its notice to bargain as outlined in Article 1.01. The Parties would then be free to negotiate levels of benefit coverage after which time this Letter of Understanding shall be null and void. The level of benefits provided under the Universal Benefits Plan shall remain in effect for the duration of this collective agreement, the aforementioned notice period and during the negotiation period for a renewal collective agreement.

For the Purposes of this Letter of Understanding:

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

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

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

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

“Collective Agreement” shall mean the Collective Agreement between Canadian Blood Services and the Health Sciences Association of Alberta.

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE UNION

_____ _____

DATE: _____ DATE: _____

Canadian Blood Services Universal Benefits Plan

Effective date: April 1, 2024

PLAN FEATURES	
Retirement Division	▪ as per the current retirement division
MAJOR MEDICAL (EXTENDED HEALTH CARE)	
Premium Cost Sharing	▪ as per the Collective Agreement
Waiting Period	▪ full-time: 1st of the month following date of hire ▪ part-time: as per the Collective Agreement
Participation Basis	▪ employee coverage: compulsory (except for opting out provisions as set out in the benefits contract) ▪ dependent coverage: not compulsory
Required Number of Hours	▪ as per the Collective Agreement
Deductible	▪ $15 single/$25 family deductible for drug expenses ▪ nil for all other expenses
Combined Maximum	▪ unlimited
Coinsurance ▪ **Drugs** ▪ **Hospital** ▪ **Vision** ▪ **Other Eligible Expenses**	 ▪ 100% ▪ 100% ▪ 100% ▪ 80% professional and paramedical services ▪ 100% for all other expenses
▪ **Drug Features**	▪ drugs available only by prescription (plus certain life-sustaining drugs that do not legally require a prescription) with a valid Drug Identification Number (DIN) ▪ over the counter products are not eligible ▪ pay direct drug card ▪ includes claims management features such as, dynamic maintenance, generic drug substitution, and reasonable and customary pharmacy mark-up and dispensing fee maximums by province ▪ Anti-obesity drugs ▪ Smoking cessation drugs to $300 lifetime maximum per person ▪ Fertility drugs are subject to a lifetime maximum of $15,000 per person. ▪ charges for oral contraceptives, intrauterine devices and diaphragms ***Gender affirmation:*** ▪ $10,000 maximum per person per lifetime for non-elective, medical necessary treatment ▪ Coverage is coordinated with provincial coverage, where it exists
▪ **Hospital Room**	▪ private or semi private
▪ **Nursing Care**	▪ max $25,000 per person every 3 calendar years
▪ **Virtual Health Care (Healthcare Online) Effective May 1, 2024**	▪ **Added to benefit plan** ▪ **Virtual care is delivered by TELUS Health to register visit - manulifehealthcareonline.ca**
▪ **Paramedical** – **Acupuncture** – **Chiropractor** – **Osteopath** – **Massage Therapist** – **Naturopath** – **Physiotherapist**	▪ 80% paramedical services to applicable maximum ▪ max of $500 per person per year ▪ max of $500 per person per year ▪ max of $500 per person per year* ▪ max of $500 per person per year ▪ max of $500 per person per year* ▪ max of $500 per person per year

PLAN FEATURES	
– **Podiatrist** – **Psychologist/Social Worker/Psychotherapist Clinical Counsellor, Marriage and Family Therapist, and Psychoanalyst** – **Speech Therapist** – **Occupational Therapist**	▪ max of $500 per person per year* ▪ Combined max of $1,500 per person per year (effective Oct, 01, 2017) addition of the following paramedical under the $1,500 maximum per person per year (effective July 1, 2021) ▪ max of $500 per person per year ▪ max of $500 per person per year
▪ **Vision Care**	▪ max of **$300** per person in any 24 consecutive months (frames, lenses, laser) ▪ one eye exam every 2 calendar years (reasonable and customary costs)
▪ **Hearing Aids**	▪ max of **$500** per person in any 5 consecutive calendar years
▪ **Other**	▪ nursing home accommodation – max $20 a day ▪ ambulance services to and from the nearest appropriate medical care ▪ medical supplies and services to specified maximums ▪ accidental dental treatment within 6 months of the accident ▪ extra care (wigs or hairpieces up to $500 lifetime per person)
▪ **Emergency Out-of-Country**	▪ emergency medical services ▪ referral treatment ▪ max of $5 million lifetime per person
▪ **Travel Assistance**	▪ included
* Less any amount paid by the government plan	
DENTAL	
Premium Cost Sharing	▪ as per the Collective Agreement
Waiting Period	▪ same as Major Medical
Participation Basis	▪ same as Major Medical
Required Number of Hours	▪ same as Major Medical
Dental Fee Guide	▪ current in province of residence
Deductibles **Single** **Family**	 ▪ nil ▪ nil
Coinsurance ▪ **Part I Preventive** ▪ **Minor Restorative** ▪ **Part II Major Restorative** ▪ **Part III Orthodontic**	 ▪ 100% ▪ 100% ▪ 50% ▪ 50% (Eligible Dependent Children only)
Orthodontic Dependent Children Age Basis	▪ under 19 years old
Benefit Maximum	▪ Part I – unlimited ▪ Part II - $1,500/year ▪ Part III - $2,500 lifetime
Recall Exam	▪ 6 months
X-Rays	▪ bitewing – once every 6 months ▪ full mouth – once every 24 months
LONG TERM DISABILITY	
Premium Cost Sharing	▪ as per the Collective Agreement
Waiting Period	▪ same as Major Medical
Participation Basis	▪ employee coverage: compulsory ▪ dependent coverage: not applicable
Required Number of Hours	▪ same as Major Medical

PLAN FEATURES	
Benefit Formula	▪ less than 4 years of service: 66 2/3% of pre-disability earnings ▪ 4 years of service or more: 75% of pre-disability earnings
Maximum Benefit	▪ $15,000 a month without Evidence of Insurability, $23,000 a month with satisfactory Evidence of Insurability as per Manulife.
Qualifying Period	▪ 15 weeks or expiration of sick leave credits whichever is greater
All Source Maximum	▪ 80% of gross pre-disability earnings
Definition of Disability	▪ 2 years own occupation as per Manulife
Indexation of Benefits	▪ no
Pre-existing Condition Clause	▪ yes
BASIC LIFE INSURANCE	
Premium Cost Sharing	▪ as per the Collective Agreement
Waiting Period	▪ same as Major Medical
Participation Basis	▪ employee coverage: compulsory ▪ dependent coverage: not applicable
Required Number of Hours	▪ same as Major Medical
Benefit Formula	▪ 1.5x basic annual salary, rounded to next highest $1,000, if not already a multiple of $1,000
Reduction Formula	▪ employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
Maximum Benefit	▪ without evidence: $600,000 ▪ with evidence: $1,000,000 ▪ combined maximums with Optional Life
OPTIONAL LIFE INSURANCE	
Premium Cost Sharing	▪ as per the Collective Agreement
Waiting Period	▪ same as Major Medical
Participation Basis	▪ employee coverage: not compulsory ▪ dependent coverage: not applicable
Required Number of Hours	▪ same as Major Medical
Benefit Formula	▪ 1x or 2x basic annual salary, rounded to next highest $1,000, if not already a multiple of $1,000
Maximum Benefit	▪ without evidence: $600,000 ▪ with evidence: $1,000,000 ▪ combined maximums with Basic Life
DEPENDENT LIFE	
Premium Cost Sharing	▪ as per the Collective Agreement
Waiting Period	▪ same as Major Medical
Participation Basis	▪ employee coverage: not applicable ▪ dependent coverage: not compulsory
Required Number of Hours	▪ same as Major Medical
Benefit Formula ▪ **Spouse** ▪ **Each Eligible Child**	 ▪ $10,000 ▪ $5,000
BASIC ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)	
Premium Cost Sharing	▪ as per the Collective Agreement
Waiting Period	▪ same as Major Medical
Participation Basis	▪ employee coverage: compulsory ▪ dependent coverage: not applicable
Required Number of Hours	▪ same as Major Medical

PLAN FEATURES	
Benefit Formula	▪ 1.5x basic annual salary, rounded to next highest $1,000, if not already a multiple of $1,000
Reduction Formula	▪ employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
VOLUNTARY AD&D	
Premium Cost Sharing	▪ as per the Collective Agreement
Waiting Period	▪ same as Major Medical
Participation Basis	▪ employee coverage: not compulsory ▪ dependent coverage: not compulsory
Required Number of Hours	▪ same as Major Medical
Benefit Formula ▪ **Employee Coverage** ▪ **Family Coverage**	 ▪ units of $10,000 to maximum of $500,000 ▪ spouse, no children: 50% of employee coverage ▪ spouse and eligible children: 40% of employee coverage for spouse & 10% for each child ▪ eligible children only: 15% of employee coverage for each eligible child

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

LETTER OF UNDERSTANDING #4

Between

CANADIAN BLOOD SERVICES
(hereinafter referred to as "the Employer')

and

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as "the Union ")

RE: DECREASING OR INCREASING FTE

The parties agree that it may be of mutual benefit to the Employees and the Employer to allow Regular Full Time and Regular Part Time Employees to decrease or increase their FTE within their classification and work area in the Centre/satellite site.

An Employee requesting to decrease or increase their regular hours of work shall make written application to their Supervisor, indicating the requested FTE and specifying whether the request is for a temporary or permanent decrease/increase. Where the request is for a temporary decrease or increase, the application shall specify the period for which it is made. The maximum time for such temporary decrease or increase is twelve (12) months. A request that has been e-mailed from the employee's CBS e-mail account shall constitute written request.

The Employer shall provide the Union with a copy of the employee's request at the time it is submitted**.**

The Employer shall have the right to accept or reject any request to decrease or increase FTE based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc.

The Employer shall indicate approval or disapproval in writing within 28 days of receipt of the Employee's request, and such request shall not be unreasonably denied.

Where the number of Employees making such requests exceeds the number of requests that may be granted, the requests shall be granted in order of seniority. However, no Employee shall have an approved request rescinded as a result of another Employee exercising their seniority. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of FTE can be accommodated whereupon the Employee shall have the ability to amend their request.

The Employer may establish reasonable limits defining how often an individual Regular Employee in a work area can initiate a request to increase or decrease their regular hours of work.

Where a request for either reduction or increase in FTE is not approved by the Employer, the Employee may request that their submission be maintained on file for future consideration, for up to six (6) months.

Decreases in hours of work

No regular hours of work shall be eliminated due to an Employee's decrease in regular hours of work. The regular hours vacated as a result of granting an Employee's request to decrease regular hours of work may be offered, in order of seniority, to Regular Part-time Employees in the classification and work area, posted as a vacancy, or offered as additional hours in accordance with Article 6.02(c).

A Regular Full-time or Regular Part-time Employee can not decrease **their** regular hours of work to less than a .50 of the regular full time hours pursuant to this Letter, unless otherwise agreed between the Employer, the Employee and the Union.

Increases in Regular Hours of Work

No Employee shall be permitted to increase their FTE pursuant to this letter while other Employees are on recall, as long as the laid off Employees can perform the work required.

The Employer may approach Regular Part Time Employees from within the classification and work area in the Centre/satellite site, in order of seniority, with opportunities to increase their regular hours of work. The maximum increase that can be offered is a .40 FTE.

This provision is not intended to circumvent the posting and recall provisions of Article 12: Promotions, Demotions, Transfers, and Vacancies or Article 22: Layoff, Displacement and Recall in circumstances where a position of greater than .40 FTE has become vacant. In such case, the Employer shall first attempt to fill the vacancy in accordance with Article 12: Promotions, Demotions, Transfers, and Vacancies and Article 22: Layoff, Displacement and Recall.

The parties shall, at the request of either party, discuss the provisions of this Letter of Understanding and assess potential modifications via the Joint Committee.

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE UNION

_____ _____

DATE: _____ DATE: _____

LETTER OF UNDERSTANDING #5

Between

CANADIAN BLOOD SERVICES
(hereinafter referred to as "the Employer')

and

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as "the Union ")

RE: ALTERNATE DISPUTE RESOLUTION

Notwithstanding the grievance and arbitration procedures outlined in Articles 30 & 31, the parties may agree to use mediation or another dispute resolution mechanism with a view to resolving a grievance/dispute.

A Mediator's recommendations will be non-binding and their fees and expenses will be shared equally by the Union and the Employer.

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE UNION

_____ _____

DATE: _____ DATE: _____

LETTER OF UNDERSTANDING #6

Between

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

and

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as "the Union ")

RE: VOLUNTARY TERMINATION

Where the Employer finds it necessary to lay off employees, it may canvass Employees to see if any Employees wish to voluntarily terminate their employment and receive a severance payment calculated in accordance with Article 22.10. Employees who so choose will not be entitled to notice of layoff.

The Employer shall determine the number of voluntary terminations to accept and the last day of work for accepted employees.

Where the number of applicants exceeds the number of employees that will be accepted by the Employer, seniority shall determine which employees shall be voluntarily terminated, provided that Employees with sufficient skills and qualifications remain.

The Employer shall notify the Union in advance of its intent to offer voluntary terminations pursuant to this Letter of Understanding. The Employer shall advise the association of the employees who applied for voluntary termination and those that are accepted.

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE UNION

_____ _____

DATE: _____ DATE: _____

LETTER OF UNDERSTANDING #7

Between

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

and

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as "the Union")

RE: MERGER OF HSAA-T WITH HSAA

WITHOUT PREJUDICE OR PRECEDENT

Pursuant to discussions during negotiations for the current Collective Agreement (April 1, **2021** to March 31, **2024**), the parties agree to discuss the merger of HSAA-T with HSAA Main.

ON BEHALF OF THE EMPLOYER

_____

DATE: _____

ON BEHALF OF THE UNION

_____

DATE: _____

LETTER OF UNDERSTANDING #8

Between

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

and

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as "the Union")

RE: LEAVES OF ABSENCE AS PROVIDED IN THE ALBERTA EMPLOYMENT STANDARDS CODE

The Employer recognizes its obligation of assisting Employees by providing access to the various unpaid leaves of absence in accordance with Part Two, Division 7 of the Alberta Employment Standards Code, as amended from time to time.

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE UNION

_____ _____

DATE: _____ DATE: _____

LETTER OF UNDERSTANDING #9

Between

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

and

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as "the Union")

RE: RECOGNITION OF PREVIOUS EXPERIENCE

Salary recognition shall be granted for new Mobile Driver and new Driver Employee's that have work experience satisfactory to the Employer, (including experience in the private sector) provided not more than two (2) years have elapsed since such experience was obtained.

The Employer shall advise the Employee in writing at the time of hire as to the pay grade and step in the Salary Appendix, subject to receiving required documentation from the employee. Placement on the applicable step in the Salary Appendix will be limited to Step 2 (The After 1 year rate) and will commence upon receiving required documentation from the employee.

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE UNION

_____ _____

DATE: _____ DATE: _____

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.

ON BEHALF OF CANADIAN BLOOD SERVICES, EDMONTON, ALBERTA	ON BEHALF OF HEALTH SCIENCES ASSOCIATION OF ALBERTA
_____	_____
_____	_____
_____	_____
_____	_____
DATE: _____	DATE: _____