COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN BLOOD SERVICES
CALGARY AND EDMONTON, ALBERTA
(PARAMEDICAL TECHNICAL EMPLOYEES)
(hereinafter called "the Employer")

AND:

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter called "the **Union**")

APRIL 1, 2017 to MARCH 31, 2021

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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 Employers 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 COLLECTIVE AGREEMENT

1.01 The term of this Collective Agreement shall be effective from **April 1, 2017**, and shall continue in full force and effect until **March 31, 2021**, and from year to year thereafter unless notice in writing is given by either party to the other party not less than two (2) calendar months nor more than four (4) calendar months 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, **2017** on all paid hours during the retroactive period.

(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, **2017** 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 **ninety (90)** calendar days after the signing of this Collective Agreement by the Union.

1.05 The parties agree that all changes to the Collective Agreement as negotiated by the Parties will take effect as of the date of Ratification by both Parties of the Memorandum of Settlement, or as otherwise stated in this Collective Agreement.

1.06 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.

1.07 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 Canadian Blood Services may from time to time appoint or designate to carry out administrative duties in respect of the operation and management of this Collective Agreement at the Edmonton, **Red Deer** and Calgary Blood Centres.

2.03 "Employee" (as further defined in Articles 2.04 and 2.05, 2.06 and 2.07 and as listed in Article 25.02) shall mean a person who performs, on a regular basis, the job functions pertaining to any classification covered herein or who is included in the bargaining unit by a decision of the Alberta Labour Relations Board.

2.04 A "Regular Full-time Employee" is one who is employed for an indefinite duration of time to work the full prescribed hours as specified in Article 6 of this Collective Agreement.

2.05 A "Regular Part-time Employee" is one who is employed for an indefinite duration of time but whose scheduled hours of work are less per week than those prescribed in Article 6 of this Collective Agreement.

2.06 (a) A "Temporary Employee" is one who is employed for a specified period of time to replace a full-time or a 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 not more than eighteen (18) months. **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.

(c) A temporary Employee shall not have the right to grieve the termination of their employment when no longer required in that position or on completion of the expected term of the position nor placement pursuant to Article 12.09.

2.07 “Casual Employee” is a person who:

(a) works on a call-in basis and is not regularly scheduled; or

(b) is regularly scheduled for a period of three (3) months or less for a specific job; or

(c) relieves for an absence the duration of which is three (3) months or less.

2.08 Except as otherwise modified under specific Articles, all provisions of this Collective Agreement shall apply to regular part-time, temporary, and casual Employees on a pro rata basis when applicable, except that casual Employees shall not be entitled to benefits provided in the following Articles:

7.01(b), 7.02, 7.03
8.03 (b), 8.04
9.03 (c), 9.04 (c)
10.01, 10.02
11.01 (a), 11.02, 11.03, 11.04
12.07
13 (except Article 13.04 (C))
14.01, 14.02, 14.03, 14.04, 14.05, 14.06
15
17
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22.01, 22.02, 22.03
23
31.01 (a) (ii), 31.02, 31.03
40.05
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2.09 "Date of Employment" means the date when the Employee commenced current employment with the Employer, except for Employees employed prior to the signing date of the 1977 Collective Agreement (October 14, 1977), in which cases the date of employment will remain as previously established.

2.10 A "month" for purposes of this Collective Agreement is defined as the period of time between the date in one (1) month and the preceding date in the following month.

2.11 The feminine gender shall mean and include the masculine and similarly the singular shall include the plural and vice versa as applicable.

2.12 “Basic Rate of Pay” is defined as the step in the scale applicable to the Employee as set out in Article 25.02.

2.13 “Shift” means a daily tour of duty exclusive of overtime hours.

2.14 “Steward” means an 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 described in the Certificate (No. 3-99, January 8, 1999) 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 Collective 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 on Centre premises without 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 shall have the right to make a presentation of up to thirty (30) minutes during working hours within the probationary period of a new Employee(s) at a time and place agreed upon. 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.

ARTICLE 4: LABOUR - MANAGEMENT COMMITTEE

4.01 A Labour - Management Committee shall be established for each Centre, and at each satellite site when mutually agreed. The purpose of the Labour - Management Committee is to promote and to provide for effective and meaningful communications of information and ideas and to make recommendations on matters of mutual concern. Matters may be referred to the Committee by Employees or the Employer.

4.02 (a) The composition of the Labour - Management Committee at Edmonton shall be up to four (4) Edmonton and one (1) Red Deer representative(s) for the Union, which may include an Officer of the Union and up to four (4) representatives for the Employer. The Parties shall discuss the logistics associated with the participation of the Red Deer representative.

(b) The composition of the Labour - Management Committee at Calgary shall be up to three (3) representatives for the Union which may include an Officer of the Union, and up to three (3) representatives for the Employer.

(c) Each party may have alternates to replace a member.

(d) HSAA will notify the Employer in writing of the names of the Committee members at each Centre.

4.03 The Labour - Management Committee shall meet at mutually satisfactory times, but no less than once every three (3) months.

4.04 A representative of either party shall notify a representative of the other party in writing of its desire to meet, and such notice will include a list of the items it wishes to discuss. Within three (3) working days, the parties will agree on a meeting date and time. A written record shall be maintained of matters referred to the Labour - Management Committee and their recommended disposition (unless agreed to the contrary with respect to any problem). It is understood that there shall be no discussion of grievances at these meetings.

4.05 Attendance at Labour Management Committee meetings, shall be paid at the basic hourly rate of pay.

ARTICLE 5: MANAGEMENT RIGHTS

5.01 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 context of this Collective Agreement. Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of this Collective 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 Collective 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.

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

ARTICLE 6: HOURS OF WORK

6.01 **Full-time**

The regular hours of work for regular and temporary full-time Employees exclusive of an unpaid meal period, shall be:

(a) normally seven and one-half (7 1/2) consecutive hours per day and/or one hundred and fifty (150) hours in a four-week period.

(b) modified hours of work may be implemented when mutually agreed in writing between the Employer and Union.

(c) on any day where an Employee has not reported for their scheduled duty assignment **without good reason satisfactory to the employer,** they shall be considered on leave without pay status on the day of such an absence.

6.02 **Part-time**

(a) Regular hours of work, exclusive of unpaid meal periods, for a regular and temporary part-time Employee shall be as scheduled by the Employer but shall normally be less than for a regular full-time Employee and scheduled so as to fulfill the part-time Employee's full-time equivalency in an eight (8) week period.

(b) A regular and temporary part-time Employee may work additional shifts from time to time. Such shifts shall be at the basic rate of pay for all hours worked up to seven and one-half (7 1/2) hours per day.

(c) Regular part-time, temporary part-time, and casual Employees who wish to be considered for additional shifts will advise their immediate supervisor, in writing, as to their availability. Such additional shifts will be distributed as equitably as possible among available and qualified Employees at no additional cost to the Employer.

(d) On any day where an Employee has not reported for their scheduled duty assignment **without good reason satisfactory to the employer,** they shall be considered on leave without pay status on the day of such an absence.

6.03 **The Employer will not schedule split shifts.**

6.04 **Meal Periods and Rest Periods**

(a) Regular hours of work shall be deemed to:

(i) include, as scheduled by the Employer two (2) rest periods of fifteen (l5) minutes each during each shift of seven and one-half (7 1/2) hours; and

(ii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each shift of not less than three and three-quarters (3 3/4) hours; and

(iii) the Employer shall endeavour to schedule rest periods as near as possible to the middle of each three and three-quarter (3 3/4) hour work period; and

(iv) 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 shift where the Employee works in excess of six (6) continuous hours inclusive of any rest period, unless otherwise mutually agreed between the Employer and the Employee. On mobile clinics, the Employer shall endeavour to schedule meal periods commencing between the hours of 1100 and 1400 hours for lunch and commencing between the hours of 1600 and 1900 hours for dinner.

6.05 (a) Availability During Meal Periods

When an Employee is required by the Employer to remain readily available for duty during their meal period, they shall be paid for the meal period at their basic rate of pay unless they are permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.

(b) Working During Meal and Rest Periods

When an Employee is required or is recalled to work during their meal period or rest period, equivalent time off may be provided later in the shift. If the missed time cannot be provided, the Employee shall be deemed paid a premium at the rate of two (2) times their basic rate of pay for the missed time and the provisions of Article 8 will not apply.

6.06 (a) During conversion from Daylight Time to Standard Time, the night shift will be extended to include the additional hour required for conversion, with additional pay at the applicable overtime rate(s).

(b) During the conversion from Standard Time to Daylight Time, the night shift will be reduced by the one (1) hour required for conversion, with the appropriate deduction of regular earnings.

ARTICLE 7: WORK SCHEDULES

7.01 (a) Employees shall be aware that, in the course of their regular duties, they may be required to work (a) various hours throughout the twenty-four (24) hour period of the day, (b) any of the seven (7) days of the week, and (c) out-of-town mobile clinics.

(b) All shifts shall be assigned on an equitable rotation basis within the department and/or section between the same classifications unless otherwise mutually agreed by the Employee and the Employer, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shifts as may be necessary.

7.02 Shift Scheduling Standards and Premiums for Non-Compliance

(a) Except in cases of emergency or by mutual agreement between the Employer and the Employee, shift schedules shall provide for:

(i) regular full time, temporary full time, regular part-time, and temporary part-time Employees shall be scheduled four (4) days off in a two (2) week period and at least two (2) of the scheduled days off to be consecutive in each two (2) week period;

(ii) regular full-time and temporary full-time Employees shall be scheduled one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;

(iii) Weekends (as defined herein) off for regular part-time **and temporary part-time** Employees shall be scheduled in such a way as to equally distribute weekends off over an eight (8) week period, excepting those regular **and temporary** part time Employees employed specifically for weekend work or who request weekend work;

(iv) at least fifteen (15) consecutive hours off duty between the end of one shift and the commencement of the next shift for Technologists; and at least twelve (12) consecutive hours off duty between the end of one shift and the commencement of the next shift for all other Employees except staff working on donor clinics, who shall have at least ten (10) consecutive hours off duty between the end of one shift and the commencement of the next shift;

(v) not more than seven (7) consecutive scheduled days of work.

(b) Where the Employer is unable to provide the provisions of Article 7.02(a)(i), (ii), or (iv) and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:

(i) failure to provide days off in accordance with Article 7.02(a)(i), shall result in the payment to each affected employee of two times (2x) their basic rate of pay for one (1) regular shift worked during the two (2) week period.

(ii) failure to provide both of the required two (2) weekends off duty in accordance with Article 7.02 (a)(ii) shall result in payment to each affected employee of two times (2x) their basic rate of pay for each of four (4) regular shifts worked during the five (5) week period.

(iii) failure to provide one (1) of the two (2) required weekends off duty in accordance with Article 7.02 (a)(ii) shall result in payment to each affected employee of two times (2x) their basic rate of pay for each of two (2) regular shifts worked during the five (5) week period.

(iv) When an Employee is required to work without being given the consecutive hours off duty as described in Article 7.02(a)(iv) above, they shall be entitled to two times (2x) their basic rate of pay for all hours encroached on the off-duty period on that shift.

For the purpose of Article 7.02 (b), "regular shift" shall mean seven and one half (7.5) hours.

(c) For the purpose of 7.02 (a)(ii) and (iii) and 7.02 (b), "weekend" shall mean a consecutive Saturday and Sunday assuring a minimum of fifty-five and a half (55.5) consecutive hours off duty.

7.03 **Schedule Posting and Changes**

(a) Shift schedules shall be posted twelve (12) weeks in advance. A casual Employee who is working in a relief capacity will be scheduled in accordance with this Article.

(b) If, in the course of a posted schedule, the Employer changes the Employee's shift start time by three (3) hours or more they shall be paid a premium of two times (2x) the basic rate of pay for the equivalent number of hours that the shift was changed by unless fourteen (14) calendar days' notice of such change has been given or unless such change is at the Employee's request. This article shall not apply when regular or temporary part-time employees pick up additional hours, shifts, or if they exchange shifts.

(c) Unless a full time Employee is given at least fourteen (14) calendar days' notice of a change of their scheduled day(s) off they shall be paid two times (2X) their basic rate of pay for all hours worked on such day(s) unless such change is at the Employee's request.

(d) For the purposes of 7.03, notice of schedule changes will be communicated to affected Employees, in a manner to ensure receipt of such message.

7.04 In the event that an Employee reports for work as scheduled and is required by the Employer not to commence work or return to duty at a later hour, they shall be compensated for that inconvenience by receiving three (3) hours pay at their basic rate of pay.

7.05 Should an Employee report and commence work as scheduled and be required by the Employer to cease work prior to completion of their scheduled shift or return to duty at a later hour, they shall receive their basic hourly rate of pay for all hours worked with an addition of three (3) hours pay at their basic rate of pay for that inconvenience.

7.06 In the event that an Employee works a shift as scheduled and is required by the Employer to complete their shift and then return at a later hour to work a portion of another shift, they shall be paid in addition to pay for the scheduled shift, three (3) hours' pay for the inconvenience at their basic rate of pay.

7.07 **Employee Shift Exchange/Give Away**

Where operational requirements permit, Employees may exchange or give away scheduled hours or work among themselves providing that:

(a) the exchange or the give away is agreed to, in writing, between the affected Employees and provided to the immediate supervisor five (5) calendar days or such shorter period as may be agreed upon by the employee and Employer before the start of the shift in question;

(b) prior approval of such exchange or give away has been given by the Employee's immediate supervisor by initialing the request made under 7.07 (a);

(c) there is no increased cost to the Employer as a result of the exchange or give away

(d) such exchange or give away shall not be considered a violation of the scheduling provisions of Article 7.

ARTICLE 8: OVERTIME

8.01 (a) Overtime is all time authorized by the Employer and worked by any Employee in excess of seven and one-half (7 1/2) hours per day.

(b) The Employer shall endeavour to schedule overtime hours on an equitable rotation basis whenever possible, subject to qualifications and operational needs.

8.02 (a) The Employer shall designate those individuals who may authorize overtime.

(b) Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

8.03 Overtime will be paid in accordance with the following:

(a) For work in excess of seven and one half (7 1/2) hours per day, two times (2X) their basic rate of pay, exclusive of meal periods. This overtime payment will cease and the Employee's basic rate of pay will apply at the start of the next regularly scheduled shift.

(b) For work on a full-time Employee's scheduled day(s) off, two times (2X) their basic rate of pay. This overtime payment will cease and the Employee's basic rate of pay will apply at the start of their next scheduled shift

(c) A regular or temporary part time Employee who is required by the Employer to work on their scheduled days off, without being given fourteen (14) calendar days of notice, shall receive two times (2X) their basic rate of pay for all such hours worked. This premium payment will cease and the Employee's basic rate of pay will apply at the start of their next scheduled shift. 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.

(d) An Employee shall be entitled to a fifteen (15) minute rest period after completion of two (2) hours of overtime actually worked (excluding travel time).

8.04 Compensating time off in lieu of pay for overtime worked by an Employee will be granted by the Employer at the appropriate overtime rate, upon request of the Employee, if operational requirements permit. All banked overtime in excess of thirty-seven and one-half (37 1/2) hours will be automatically paid out. Employees who desire to receive time off in lieu of overtime payment must so notify the Employer no later than the Sunday of the week (Monday to Sunday) in which such overtime was worked.

8.05 Except in cases of emergency, no Employee shall be required or permitted to work more than a total of **twelve (12)** hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports for work.

8.06 If an Employee is required to work overtime and does not receive a total of eight (8) 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) hours off duty (these eight (8) hours off duty need not be continuous). 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. This provision is waived if the Employee is granted a request for a particular shift arrangement that does not give the Employee eight (8) hours in total off duty in the aforementioned twenty-four (24) hour period.

ARTICLE 9: ON-CALL DUTY AND CALL BACKS

9.01 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 7.03(a).

9.02 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.

9.03 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.

9.04 **Callbacks**

(a) For each occasion that the Employee is called back to duty during the Employee's on-call period, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate of two times (2X) the basic rate of pay. An Employee called back to duty will be permitted to leave the Centre upon completion of the procedure for which they are called back. **However, any further request for procedures received by an Employee prior to leaving the Center following completion of the work required on the initial call, shall be considered one call for the purposes of determining call back.**

(b) Employees called back to duty who are not scheduled to be "on-call" will receive two (2) times the basic rate of pay for a minimum of three (3) hours or for all hours worked, whichever is greater. Such Employees will be entitled to payments listed in Article 9.06 (a).

(c) An Employee called back to duty on a named holiday shall be given compensating time off for all actual hours worked on each call back at their basic rate of pay within 30 days in addition to the premium pay specified in article 9.04 (a) and (b). Except for on call pay which shall not be paid, the provisions of the preceding sentence shall likewise apply to an employee who, although not on on-call duty, is called back for duty on a named holiday.

9.05 If an Employee is called back to duty and does not receive a total of eight (8) 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) hours off duty (these eight (8) hours off duty need not be continuous). 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. This provision is waived if the Employee is granted a request for a particular shift arrangement that does not give the Employee eight (8) hours in total off duty in the aforementioned twenty-four (24) hour period.

9.06 When an Employee is called back to the Centre, the Employer shall pay for reasonable, necessary and substantiated transportation expenses.

(a) Should the Employee travel for such purpose by private motorized vehicle, reimbursement shall be at the prevailing Corporate per kilometre rate from the Employee's residence and return.

(b) When an Employee is called back to duty between 2400 and 0700 hours of the next day, they shall be provided with transportation or reimbursed for the cost of reasonable, necessary, and substantiated transportation expense from the Centre to their place of residence. This article shall not apply if the Employee has their own mode of transportation.

9.07 When an Employee is required by the Employer to use a beeper or a pager for on-call duty, all costs for same shall be the responsibility of the Employer.

9.08 **Electronic Consultation**

When an employee is consulted by any form of electronic means and is authorized and handles work-related matters without returning to the work place the following will apply:

(a) An employee who has not completed seven and one half (7 1/2) hours of work in the day shall be paid at their basic rate of pay for the total accumulated time spent on Electronic Consultation(s), and corresponding required documentation, during the on-call period. If the total accumulated time spent on Electronic Consultation(s), and corresponding required documentation, during the on-call period is less than thirty (30) minutes, the employee shall be compensated at their basic rate of pay for thirty (30) minutes.

(b) An employee who has completed seven and one half (7 1/2) hours of work in the day shall be paid at the applicable overtime rate for the total accumulated time spent on Telephone Consultation(s), and corresponding required documentation, during the on-call period. If the total accumulated time spent on Telephone Consultation(s), and corresponding required documentation, during the on-call period is less than thirty (30) minutes, the employee shall be compensated at the applicable overtime rate for thirty (30) minutes.

Authorization after the fact shall not be unreasonably denied.

ARTICLE 10: PROBATIONARY PERIOD

10.01 (a) Regular full-time, temporary full-time, regular part-time and temporary part-time Laboratory Technologists, Laboratory Attendants, Phlebotomists, Clinic Assistants, and Donor Care Associates shall serve a probationary period of nine hundred and seventy-five (975) hours or one (1) year worked, whichever occurs first. All other regular full-time, temporary full-time, regular part-time and temporary part-time Employees shall serve a probationary period of four hundred and fifty (450) hours worked. If the Employee's performance during probation 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.

(b) An Employee's probationary period may be extended for up to an additional four hundred and fifty (450) hours worked by mutual agreement between the Employer and the Union. A probationary period shall not be extended more than once. During the extended period and, if in the opinion of the Employer, the Employee is found to be unsatisfactory, they may be terminated without notice and without recourse to the grievance procedure

(c) An Employee who changes their status from part time to full time, or vice versa, must undergo the probationary period not completed during their regular part-time or temporary employment status, or one hundred and fifty (150) hours worked whichever is greater.

10.02 An Employee who has completed their probationary period and/or extended period as provided in Article 10.01 and has remained in the employ of the Employer shall not subsequently be placed on probation.

ARTICLE 11: SENIORITY

11.01 (a) Seniority for regular full-time, regular part-time, temporary full time, and temporary part-time Employees for the purpose of this Collective Agreement is defined as service with the Employer commencing with the date of employment in the bargaining unit.

(b) For casual Employees whose status changes to regular full time, regular part-time, temporary full time, or temporary part-time, "seniority date" shall be 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. [Note: Effective August 10, 2000.]

11.02 Seniority will be used in determining:

(a) preference of vacation time, as set out under Articles 13.05 and 13.06 (a)

(b) layoffs and recalls, as set out in Article 23;

(c) subject to Article 12.04, promotions and transfers within the bargaining unit.

11.03 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.

11.04 (a) The Employer shall post on the Union bulletin boards at each Blood Services Centre and its satellite site(s) and provide the Union on or about March 1 and September 1 of each year with a listing of the Employees in order of seniority in accordance with the provisions of Article 11.01. This 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. 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. 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.

11.05 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited as provided in Article 11.01.

ARTICLE 12: PROMOTIONS, DEMOTIONS, TRANSFERS AND VACANCIES

12.01 (a) A "promotion" is an advancement from a position classification in a lower pay range to a position classification in a higher pay range, both positions being in this bargaining unit in the same Centre.

(b) A "demotion" is a movement from a position classification in a higher pay range to a position classification in a lower pay range, both positions being in this bargaining unit in the same Centre.

(c) A "voluntary transfer" may be a demotion as outlined in (b) above, or movement from one position classification to another position classification having the same pay range, both positions being in this bargaining unit in the same Centre.

(d) **“Change of Status”**

(i) 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 regular full-time position subject to the regulations and eligibility requirements applicable to regular full-time Employees.

(ii) A regular part-time or temporary full-time and temporary part-time Employee who, upon being appointed to fill a regular full-time position had some earned but unused sick leave credits accrued up to the date of conversion of their employment status, can make use of those remaining sick leave credits if and when they fall sick during the trial period. The Employee’s "future" anniversary date shall be as specified under Article 12.08.

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

(iv) When a regular part-time, temporary part-time or casual Employee transfers into a temporary full-time position, their status will be changed to temporary fulltime for the duration of the assignment, after which they shall revert to their regular status (e.g. regular part-time, casual) where applicable.

(v) A temporary (full time/part time), regular part-time or a casual Employee who voluntarily transfers to a regular full-time position shall be credited with the following entitlements earned during their period of employment:

12.02 Salary anniversary increments will be established in accordance with Article 12.08 (a) or (b) as applicable.

(a) Vacation entitlement for temporary and regular part time Employees will be based on the Employee's years of service as applicable under Article 13.04 (a), and thereafter, vacation accumulation shall be applied as set out under Article 13.03 commencing on date of transfer to the regular full-time position.

(b) Vacation entitlement and vacation anniversary date for casual Employees will be established by using the calculation set out under 11.01 (b) and thereafter, the provisions of Article 13.03 will apply, commencing on the date of transfer to the regular full-time position.

(c) Employees will be eligible to sick leave benefits set out under Article 15.05 commencing on the date of transfer to the regular full-time position. If applicable, Employees shall have access to accrued sick leave credits in accordance with 12.01 (d) (ii).

A sick leave entitlement will be established by dividing all regular hours worked since their most recent date of employment in the bargaining unit by 1950 hours and converting the result to a date. Thereafter, this date shall be the anniversary date for sick leave entitlement. The Employee will be placed on the schedule set out under Article 15.05 based on years of service established using the above calculation.

(d) Seniority shall accrue in accordance with Article 11.01 (a) or (b) as applicable.

(e) A temporary (full time/part time) or casual Employee who voluntarily transfers to a regular part time position shall be credited with the following entitlements earned during the period of their employment:

(i) Salary anniversary increments will be calculated in accordance with Article 25.05 as applicable commencing on the date of transfer.

(ii) Vacation entitlement for temporary Employees will continue to be based on the provisions set out under 13.04 (a). (Vacation entitlement for a casual Employee shall be established in accordance with (d) below.)

(iii) Sick leave credits for temporary Employees will continue to accrue in accordance with Article 15.08.

For casual Employees, sick leave accumulation shall commence on the date of transfer to the part time position as set out under Article 15.08.

(f) Seniority shall accrue in accordance with Article 11.01 (a) or (b) as applicable.

12.**03** **Vacancies**

(a) The Employer shall post electronic notices of vacancies for regular full-time, regular part-time and temporary positions within the bargaining unit for not less than six (6) calendar days prior to an appointment being made.

(b) Notice of a posting shall contain the following information: brief description of the required duties and qualifications, full time equivalent (FTE – i.e., 0.5), status of the position, expected term if a temporary position, salary, site.

(c) 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.

12.**04** (a) All applications for positions shall be submitted through the employer's online application tool.

(b) Applicants 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 **in writing.**

(c) The Employer shall provide the Union with copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 12.02 a) within five (5) calendar days of the posting.

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

12.**05** (a) In filling vacancies, skill, education, training, knowledge, efficiency and other relevant attributes shall be the primary consideration. Where these factors are considered by the Employer to be relatively equal, seniority within the bargaining unit will be the deciding factor.

(b) If all applicants for a vacancy are casual Employees, skill, education, training, knowledge, efficiency and other relevant attributes shall be the primary consideration. Where these factors are considered by the Employer to be relatively equal, hours worked within the bargaining unit will be the deciding factor.

(c) 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.

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

12.**06** **(a)** All promotions and transfers shall be on a trial basis. The Employee will serve a trial period of four hundred eighty-eight point two five (488.25) regular hours worked to demonstrate their ability to perform the duties and responsibilities of the new position to the satisfaction of the Employer. The trial period may be extended for up to an additional three hundred (300) regular 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.** Should the Employee fail to meet the requirements during the trial period, or should the Employee request to return to their former position / status, the Employer will reinstate the Employee in their former position or in a position equivalent to their former position without loss of seniority and at a rate of pay equivalent to that which they held in their former position.

(b) An Employee shall not serve such trial period when changing from part-time to full-time, or vice versa, within the same classification, but shall complete the balance of any trial period that has not been served in the classification.

12.**07** (a) When an Employee is promoted to a classification to which a higher salary scale is assigned, (i.e. from a Medical Laboratory Technologist I to a Medical Laboratory Technologist II), the salary of such promoted Employee shall be advanced to that step in the new 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 increment on the former salary scale. If the promoted Employee is at the last increment in the scale for the classification held prior to the promotion, their salary shall be advanced to that step in the scale which is next higher than their current rate, or if such salary increase is less than the Employee’s last normal annual increase, they shall be advanced to the step which is next higher again in the scale.

(b) When an Employee has transferred to a classification with the same salary scale (i.e., from a Clerk Typist, Administration to a Clerk Typist, Laboratory, etc.), then their salary shall remain the same.

(c) When **an Employee has transferred to a classification with a lower salary scale, then their salary shall be changed** to the same step of the new classification's salary scale, **unless the provisions of Article 27 would provide for a higher placement on the new classification's salary scale.**

(d) When an employee is accommodated into a classification in the bargaining unit to which is assigned a lower salary scale, they shall move to the pay step of the lower salary scale that is closest to but not higher than their present Basic Rate of Pay.

12.**08** An Employee's anniversary date for the purpose of an annual increment shall not be changed as a result of a promotion.

12.**09** **Transfers to Full-time Positions**

(a) When a temporary full-time Employee is appointed to a regular full-time position, their anniversary date for annual increments will be the date of employment in the temporary full-time position.

(b) 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 numbers 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 12.08 (b).

12.**10** (a) Where a vacancy for a temporary position has been filled by the appointment of a regular full-time or regular part-time Employee, and when at the completion of the expected term of the temporary position or when the Employer determines the Employee is no longer required in that position, they shall be returned to their former position and status. If such reinstatement is not possible, the Employee shall be placed in another suitable position. Such reinstatement or placement in a suitable position

will be without loss of seniority and at not less than the same rate of pay to which the Employee would be entitled had they remained in their former position.

A regular full-time Employee's employment status will not change on appointment to the temporary position.

The reinstatement or placement of an Employee in accordance with Article 12.09 (a) shall not be construed as a violation of the posting provisions of Article 12.

(b) Where a vacancy for a temporary position has been filled by the appointment of a casual Employee, and when at the completion of the expected term of the temporary position or when the Employer determines the Employee is no longer required in that position, they shall revert back to their casual status.

12.**11** (a) Regular full time and regular part time Employees, at the time of hire, or in the case of permanent 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 **an** eight (8) week period. These hours are not to be construed as a guarantee of hours of work or pay.

(b) Temporary and casual Employees, at the time of hire, shall be issued a letter stating their employment status and their basic rate of pay. In the case of temporary Employees, the letter will identify the approximate duration of the assignment, basic rate of pay and the approximate number of hours of scheduled work per pay period. These hours are not to be construed as a guarantee of hours of work or pay.

12.**12** An employee who is a member of this bargaining unit and who transfers to another site to which this Collective Agreement applies shall be entitled all the provisions of this Collective Agreement provided they are employed in the same classification at the location to which they have been transferred. For an employee who transfers to a different classification, placement on the salary scale and anniversary date shall be governed by the provisions of the Collective Agreement as outlined under article 12.

ARTICLE 13: VACATIONS WITH PAY

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

13.02 Vacation entitlement is earned during each vacation year of continuous service, and taken during the same vacation year, subject to 13.06, 13.07 and 13.08.

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

(a) during the first year of employment, an Employee shall earn vacation at the rate of one and one-quarter (1.25) working days for each complete month of service from April 1st to March 31st. This provides for a maximum of fifteen (15) working days of vacation per vacation year;

(b) following completion of one (1) year of continuous service, an Employee shall earn vacation at the rate of 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 vacation at the rate of two and one-twelfth (2 1/12) working days for each complete 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 vacation at the rate of 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 13.06.

(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.

13.04 **Annual Vacation for Other than Regular Full-time**

(A) Vacation With Pay For Regular Part-Time and Temporary Employees.

Regular Part-Time and Temporary Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

Regular hours as defined in this Article	X	The applicable percentage as outlined below	=	Number of hours of paid vacation time to be taken

(a) six percent (6%) during the first (1st) year of employment; or

(b) eight percent (8%) following completion of one (1) year of continuous service; or

(c) ten percent (10%) following completion of nine (9) years of continuous service; or

(d) twelve percent (12%) following completion of nineteen (19) years of continuous service; or

(e) Regular Part-Time and Temporary Employees shall earn supplementary vacation with pay calculated in hours in accordance with the following formula:

Regular hours as defined in this Article	X	The applicable percentage as outlined below	=	Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period

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

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

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

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

(B) Regular hours, for the purposes of Article 13.04(A), shall mean all hours worked by the Employee at the basic rate of pay, vacation, paid sick leave, paid leaves of absence, and hours worked on a Named Holiday up to 7.5 hours per occasion.

(C) Casual Employees shall be paid on each pay cheque six percent (6%) of their gross regular earnings (excluding overtime and call-back hours) in lieu of vacation with pay.

13.05 When possible, the number of working days of vacation entitlement earned shall be consecutive when taken unless otherwise requested by the Employee. Employees who have broken their vacation into more than one (1) period during the vacation year shall receive preference, on the basis of seniority within classification, department or section, for one (1) vacation period only.

13.06 (a) Employees shall be required to submit in writing to the Employer their annual vacation preferences, for the following vacation year **(April 1st – March 31st) no later than February 1st of each year. Approval or disapproval of such vacation will be given by February 28th of each year.**

In case of conflict between two or more Employees in regard to their choice of a vacation period, **seniority shall be the deciding factor.** 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 by the Employer no later than March 15th of each year. After that date, no Employee shall be bumped by any senior Employee from the vacation period awarded to the former. Unless deferment of annual vacation taken into the next calendar year has been expressly requested by the Employee and authorized in writing by the Employer under the conditions specified in Articles 13.07 and 13.08 hereof, vacation

entitlement earned in any one (1) year must be taken before the end of that vacation year.

(b) All other requests for vacation shall be submitted in writing at least four (4) weeks in advance, unless mutually agreed otherwise, to the Employer 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 shall not be scheduled to work a weekend immediately prior to, immediately after their scheduled vacation period if such vacation commences immediately following a weekend or if it ends immediately prior to a weekend.

Employees shall not be scheduled to work a weekend that falls during their vacation period.

(d) Vacation outstanding as **of November** 1st shall be scheduled, deferred or paid out at the Employer's discretion.

13.07 Provision to request approval to defer annual vacation 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 vacation may not be granted during probation periods.

(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. Deferral of annual vacation cannot exceed 10 days.

13.08 Requests to defer annual vacation are to be submitted for review no later than December 31st in any year. If approved, such leave is to be completed prior to June 30th of the following year and may be combined with annual vacation earned in that year with the approval of the Employer.

13.09 Pro rata vacation pay on termination of employment will be paid in accordance with service rendered if proper notification of termination is given. If proper notice of termination is not given, the Employee will be paid in accordance with the Employment Standards Code of Alberta.

13.10 Employees may, apply for a period of five (5) working days' leave of absence without pay, to be granted concurrent with their earned vacation period. Such request, when made, may be granted at the discretion of the Employer**.**

13.11 Unless given four (4) weeks' advance notice of an alteration to their scheduled vacation period, Employees required by the Employer to work in their vacation period will receive two (2) times their basic hourly rate for hours worked. This premium payment will cease and the Employee's basic rate of pay will apply at the start of their next regular 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 13.06 (d) 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.

13.12 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 14: NAMED HOLIDAYS

14.01 Regular full-time and temporary full-time Employees shall be entitled to a paid day off on or for (in lieu of) the following named holidays:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Day	Christmas Eve or New Year's Eve as scheduled by the Employer

and all general holidays proclaimed by any of the following: the Municipality in which the Centre/satellite site is located, the Province of Alberta or the Government of Canada.

In addition to the foregoing Named Holidays, regular full-time and temporary full time Employees who are employed on or before September 1 in any calendar year will be granted an additional holiday, as a Float Holiday in that year. Such Holiday will be requested in writing by the Employee and will 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.

14.02 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 reasons 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.

14.03 A regular full-time or temporary full-time 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 basic rate plus:

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

(b) a day off at a mutually agreed time within thirty (30) days either before or after the holiday, or

(c) by mutual agreement, a 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) 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 the payments as outlined in 14.03.

(f) For the purposes of the day designated as the Named Holiday corresponding to Christmas Eve or New Year's Eve, such days shall be alternated from one year to the next. For the purpose of implementation, the initial designation shall be deemed to have been in 2005.

14.04 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 with pay as outlined in Article 14.03(b).

14.05 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. Such day(s) in lieu shall be granted within thirty (30) days of return to work from vacation unless otherwise requested by the Employee and agreed to by the Employer.

14.06 The Employer shall endeavour to rotate, as equitably as possible, amongst Employees in classifications, the requirement to work on a Named Holiday.

14.07 (a) On each pay cheque, regular part-time, temporary part-time and casual Employees shall be paid, in addition to their regular rate of pay, five per cent (5%) of their gross regular earnings (excluding overtime and callback hours) in lieu of scheduled named holidays.

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

(c) Where a regular part time, temporary part time or casual 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 the premium payment outlined in 14.07 (b) above.

(d) For the purposes of the day designated as the Named Holiday corresponding to Christmas Eve or New Year's Eve, such days shall be alternated from one year to the next. For the purpose of implementation, the initial designation shall be deemed to have been in 2005.

ARTICLE 15: SICK LEAVE

15.01 (a) 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.

(b) An Employee who provides a medical certificate as set out under Article 15.03 (b) confirming that they are receiving treatment or therapy for alcoholism, drug addiction or mental illness, will be entitled to utilize sick leave credits available to attend such treatment or therapy if such time cannot be arranged outside working hours.

15.02 All regular full-time Employees and full-time 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.

15.03 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.

15.04 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.

15.05 Based on continuous service, sick leave credits will accrue to each Employee as listed below:

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

15.06 Where an Employee at time sick leave commences has, through earlier use of sick leave credits, less than fifteen (15) weeks of credits in their sick leave bank, additional sick leave will be provided, if required, in order to bring the total period available to fifteen (15) weeks of sick leave at not less than sixty-six and two-thirds percent (66 2/3%) pay.

15.07 When an Employee returns to active employment following a period of sick leave as provided under Article 15.06 above, credits up to a maximum of fifteen (15) weeks at sixty-six and two-thirds percent (66 2/3%) pay 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; and

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

15.08 (a) Regular part-time and temporary full-time and temporary part-time Employees shall accrue sick leave credits on the basis 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) Regular part-time and temporary full-time and temporary part-time Employees must observe the regulations outlined in Article 15.03 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 (i.e., no further work is scheduled for them in the meantime because of their illness), 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 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.

15.09 Except as otherwise specifically provided in this Collective Agreement, sick leave pay shall not be granted during any leave of absence.

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

15.11 (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 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 will not be interrupted during such leave.

15.12 (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 15.12 (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 15.12 (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 Employee. If there is no mutual agreement, such vacation days shall be scheduled by the Employer.

(c) Notwithstanding the provision of Article 15.12(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.

15.13 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.

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

ARTICLE 16: WORKERS' COMPENSATION

16.01 (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 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 prior arrangements for the prepayment of the full premium of any contributory health benefit plans.

16.02 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.

16.03 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 except as set out under Article 16.04 below.

16.04 An Employee who is absent on a Workers Compensation claim will not accrue annual vacation, sick leave, service credits for salary increments nor will they be paid for Named Holidays during the entire period of the 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.

16.05 On the date a physician certifies an 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.

16.06 All workplace accidents must be reported by the Employee and the Employer in accordance with the timelines prescribed by the Workers Compensation Act and regulations.

16.07 An Employee who has been receiving Workers' Compensation benefits and who is able to return to work will provide the Employer with at least (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, 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 17: PENSION

17.01 Employees who become eligible for pension plan participation and who elect or are required to participate in a pension plan, may participate in either the Canadian Blood Services Defined Benefit Pension Plan or the Canadian Blood Services Defined Contribution 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.

17.02 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.

17.03 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.

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

ARTICLE 18: EMPLOYEE BENEFIT PLANS

18.01 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) 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.

(d) Group Life Insurance – one hundred percent (100%) Employee-Paid

(e) 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 and two-thirds percent (66 2/3%) Employer-paid; thirty-three and one-third percent (33 1/3%) Employee-paid.

(h) A Vision Care Plan, one hundred percent (100%) Employer paid, providing for reimbursement of a maximum of $250.00 in any 24 consecutive months for eye wear per insured person.

18.02 The Employer will provide Employees with information brochures outlining the terms, conditions and coverages of the Plans specified in 18.01 above.

18.03 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.

18.04 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 Insured Benefit Plans. Insured benefits shall commence immediately upon being hired into a regular full-time position provided that the Employee has completed one (1) eligibility period.

18.05 (a) Regular full-time employees shall be entitled to coverage in the Employee Benefits Plans specified in Article 18.

(b) Regular part-time Employees who are scheduled to work at least eighteen point seven five (18.75) hours per week shall be eligible to participate in the Employee Benefit Plans specified in Article 18 subject to applicable regulations and requirements.

(c) 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 18 after the completion of twelve (12) months of continuous employment, subject to the applicable rules and regulations of such plans.

18.06 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.

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

ARTICLE 19: LEAVES OF ABSENCE

19.01 **Bereavement Leave**

(a) Bereavement leave of five (5) working days shall be granted in the event of the death of a member of the Employee's family, i.e., children, parents, brothers, sisters, spouse (which includes common-law or same gender relationships, publicly maintained for a period of at least one (1) year), and fiancé(e). Step-parents, step-children, 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, or grandchildren, shall be considered as members of the Employee's family.

(b) Bereavement leave in 19.01(a) shall be extended by two (2) additional working days where travel in excess of three hundred and twenty (320) kilometres one (1) way from the Employee's residence is necessary.

(c) 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.

(d) The pay entitlement of regular part-time and temporary Employees for authorized bereavement leave shall be as provided in Article 19.01 (a) but shall be limited to their posted scheduled hours of work.

(e) Notwithstanding the provisions of Article 19.01, 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.

(f) 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.

19.02 **Special Leaves**

A regular full-time Employee shall be entitled to special leave for the following purposes:

(a) <u>Wedding Leave</u>

Wedding leave of up to three (3) days of absence with pay may be granted to the Employee for their wedding. This may be added to any period of annual leave available or may be taken separately.

(b) <u>Parental Leave</u>

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.

(c) <u>Personal Leave</u>

(i) 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; any requests for additional leave of absence in these circumstances shall be subject to the provisions of Article 19.07. Such hours are non-cumulative from one fiscal year to the next.

(ii) An employee may be required to submit satisfactory proof to the Employer demonstrating the need for **Personal** Leave**.**

(d) 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.

(e) The pay entitlement of regular part-time and temporary Employees for authorized special leave shall be as provided in Article 19.02, but shall be limited to their posted scheduled hours of work.

(f) **Compassionate Care Leave**

An employee with a qualified relative in the end-stage of life shall be entitled to 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 18 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.

19.03 **Maternity, Adoption, and Parental Leave**

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

(a) (i) 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 intend to take Parental Leave.

(ii) 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.

(iii) Maternity leave shall be without pay and benefits as set out under Articles 19.07 (c)(i) and 19.07 (d) except for the portion of maternity leave during which the Employee has a valid health related reason for being absent from work and is also in receipt of, EI benefits or LTD and has sick leave days available under the Sick Leave plan.

(iv) Time off for 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 19.07 (c) (i) and 19.07 (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) days' 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 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 19.07 (c) (i) and 19.07 (d) and shall not exceed **sixty-two (62) weeks.**

(ii) If 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 the Employer agrees otherwise.

(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 such leaves 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 their immediately prior to taking leave and at the same step in the pay scale or provide their 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 insured benefits and Pension as specified in Article 19.07 (c)(i).

(**i**) 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 **one (1) week** EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the employee is in receipt of EI maternity benefits for a maximum of fifteen (15) weeks which is inclusive of the Alberta SUB plan (for the health-related portion of the maternity leave of absence) as set out under Article 19.03 (a) (iii).

CBS will pay seventy-five percent (75%) of the employee's regular weekly rate of pay for the **one (1) week** waiting period required for maternity benefits under the Employment Insurance Act.

Parental/Adoption Supplemental Employment Benefits

An employee, who is in receipt of Employment Insurance (EI) parental benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the employee is eligible to receive and seventy-five percent (75%) of the employee's regular weekly rate of pay. This SEB payment shall commence following completion of any required **one (1) week** EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the employee is in receipt of EI parental benefits for a maximum of ten (10) weeks.

If a **one (1) week** waiting period is required for parental benefits under the Employment Insurance Act, CBS will pay seventy-five percent (75%) of the employee's regular weekly rate of pay for this waiting period.

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

SEB Payment Calculation

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

2. 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.

3. 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 Plan.

19.04 **Education Leave**

(a) Provided that the operational efficiency of the Employer is not seriously disrupted, the Employer will encourage participation in educational programs. Leaves of absence with or without pay and/or reasonable expenses may be granted at the discretion of the Employer to enable Employees to participate in such programs. The Employer shall endeavour to ensure that each Employee be given an equal opportunity to attend such educational programs.

(b) Should the Employer direct an Employee to participate in a specific program, such Employee shall be compensated in accordance with the following:

(i) For program attendance on regularly scheduled working days, the Employee shall suffer no loss of regular earnings.

(ii) For hours in attendance at such program on regularly scheduled days off, the Employee shall be paid at their basic rate of pay to a maximum of seven and one-half (7 1/2) hours per day.

(iii) The Employer will pay the cost of the course including tuition fees, course required books, reasonable travel and subsistence expenses subject to prior approval.

(c) For the purpose of determining salary increments, an Employee granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the employer for the first twenty-four (24) calendar months only of such period of leave. In the event the period of educational leave continues for a period in excess of twenty-four (24) months, an Employee's salary increment date shall be delayed by the amount of time that said leave exceeds twenty-four (24) months and the newly established increment date shall prevail thereafter.

(d) An Employee absent on approved education leave will 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 if one is available.

19.05 **Union Business**

(a) (i) Provided that the operational efficiency of the Centre or satellite site will not in any way be disrupted, leave of absence with pay will be granted by the Employer to an Employee attending Union conventions, meetings, workshops, seminars, schools or Union business. Such leaves of absence will be limited to four (4) Employees at any one time and will not exceed thirty calendar days per event in each calendar year in each Centre/satellite site. Such leaves of absence will be subject to the provisions in articles 19.07 (b) and 22.03 (b). Such request for leave of absence will be made in accordance with the provisions of Article 19.07 (b). The Union agrees to reimburse the employer for the gross salary of the Employee while on leave plus a fifteen (15%) administrative charge.

(ii) Subject to the operational requirements of the Centre/satellite site, one member of the bargaining unit appointed to a paid position with the Union for a period of up to one (1) year, may be granted leave of absence without pay in accordance with the provisions in Articles 19.07 (b), (c), (d) and (e).

(iii) Employees on such leave shall provide the Employer with at least four (4) weeks' written notice of their return to work.

The Employer will reinstate the Employee in the same position held by their immediately prior to taking leave, and at the same step in the pay scale or provide their with alternate work of a comparable nature at not less than the same scale and all other benefits that accrued to them to the date they commenced the leave.

(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) Representatives of the Union bargaining committee**(s)** shall be granted time off without loss of pay in case of attendance in scheduled negotiation meetings with Employer representatives.

For purposes of this provision, there shall be up to two (2) representatives of the Union from the Calgary Centre and up to three (3) representatives of the Union from the Edmonton Centre. The number of representatives from the Edmonton Center could include a representative from the satellite site.

(d) The President **and Vice-President** of the HSAA will be granted leave of absence without pay and the provisions of Article 19.07 will apply.

(e) 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 of 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.

19.06 Appointment Leave

(a) Whenever possible, Employees should endeavour to arrange appointments outside working hours. Upon written request, an Employee will be granted up to 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: (a) they have been given prior written authorization by the Employer; and (b) they submit satisfactory proof of attendance at such appointments when required to do so by the Employer.

(b) The pay entitlement for regular part-time and temporary Employees for authorized appointment leave shall be based on their full-time equivalency.

19.07 **General Policies Governing Leaves of Absence**

(a) Leave of absence without pay may be granted to an Employee at the discretion of the Employer. The Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.

(b) Unless otherwise stated in this article, with the exception of bereavement leave, all applications for leave of absence shall be made in writing to the Employer, twenty-eight (28) calendar days in advance except in extenuating circumstances, in order that staff substitution may be arranged. The Employer shall endeavour to respond to the request for a leave of absence within fourteen (14) calendar days of the request by the Employee. Applications shall indicate the date of departure on leave of absence and the date of return.

(c) (i) In the case of leaves of absence without pay of more than one (1) month's duration, 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 18 in which they are currently participating. The Employee may choose to contribute to the Pension Plan for up to one (1) month.

(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 18 shall be made by the Employer from the Employee's last pay cheque or from the first pay cheque of the Employee after return from such absence. The Employee may choose to contribute to the Pension Plan for up to one (1) month.

(d) In the case of leaves of absence without pay in excess of one (1) month, Employees shall cease to accrue sick leave, annual vacation and service credits for pension purposes. The Employee's anniversary increment date shall also be adjusted by the same amount of time as the leave of absence.

(e) Employees shall not be entitled to Named Holidays with pay which may fall during any period of leave of absence without pay.

19.08 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 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 their immediately prior to taking such leave or be provided with alternate work of a comparable nature.

ARTICLE 20: IN-SERVICES

20.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the various professions and that the responsibility for such continuing education lies not only with the Employer but also with the Employee. For the purpose of this Article, the term "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.

ARTICLE 21: BULLETIN BOARD SPACE

21.01 The Employer shall provide a bulletin board to be placed in a reasonably accessible location upon which space shall be provided where the Union shall 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 22: RESIGNATION/TERMINATION

22.01 An Employee shall give to the Employer fourteen (14) calendar days' written notice of their desire to terminate their employment. An Employee who fails to give fourteen (14) calendar days' notice, shall be paid vacation pay in accordance with the Employment Standards Code.

22.02 An Employee who voluntarily leaves the employ of the Employer in accordance with the administrative requirements prescribed in Article 22.01 above shall receive wages and vacation pay to which they are entitled within the next regular pay period following the day on which they terminate their employment.

22.03 An Employee shall be considered terminated when:

(a) they are absent from work without good and proper reason and/or without notifying the Employer;

(b) they do not return from leave of absence or vacation as scheduled without good and proper reason and/or without notifying the Employer; and

(c) an Employee's seniority is broken as per Article 11.03.

ARTICLE 23: LAYOFF, DISPLACEMENT, AND RECALL

23.01 (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) calendar day period to discuss the changes how Employees may be affected, **and discuss alternatives that may be considered to minimize the impact to the Employees. Should mutually acceptable alternatives be identified, the Parties may consider entering into a written agreement setting out the alternatives.**

(ii) For the purposes of Article 23, "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 .2 FTE for eight (8) consecutive weeks or longer, or

(2) reduction of regularly scheduled hours available to one or more regular part time Employees such that the regular part time Employee would not remain benefits eligible per Article 18.

(iii) Subject to the notice provision under 23.01 (a) (i), in the case of a reduction in the work force as outlined in 23.01 (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 in the presence of a 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) calendars 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.

23.02 **Layoff of Employees**

(a) The Employer reserves the right to determine where layoffs will occur. The Employer reserves the right to layoff Employees within a classification from a department and/or section within that Centre/satellite site subject to Article 23.02 (b)

(b) Subject to the provisions of Article 23.02 (c), layoff shall occur in reverse order of seniority within a classification, department, and/or section 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 23.02 (b) would result in retaining Employees who are not qualified and capable of performing the work required.

23.03 **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 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, 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 benefits coverage for an additional period of eleven (11) months, subject to the rules and regulations under the existing group insurance policy, conditional upon 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.

(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 (1st) month of layoff.

(ii) Commencing with the first day of layoff, the Employee shall cease to accrue all benefits and rights provided for in this Agreement with the exception of seniority, discipline, grievance and arbitration rights and rights under this Article which will continue 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.

23.04 **Displacement**

(a) (i) An Employee who has been given a layoff notice shall have up to four (4) days following the date of notice (excluding Saturdays, Sundays and Named Holidays) to provide the Employer with written notification of their decision to displace the least senior Employee in the bargaining unit within that Centre/satellite site with the same full-time equivalency (FTE) in the same classification providing they are qualified and capable of performing the work and provided they have greater seniority.

(ii) If such position is not available, the Employee will displace the least senior Employee in the same classification within that Centre/satellite site, whose FTE is nearest to the Employee exercising displacement rights providing the Employee exercising displacement rights is qualified and capable of performing the work and provided they have greater seniority.

(iii) If displacement in the same classification is not available, the Employee will have the right to displace the least senior Employee within that Centre/satellite site in a lower classification whose regular earnings level is nearest to, but not greater than, the Employee exercising displacement rights provided the Employee exercising displacement rights is qualified and capable of performing the work and provided they have greater seniority.

(iv) The Employer will identify the affected position and Employee pursuant to this clause and will advise the Employee being laid off of their displacement option.

(v) For the purposes of Article 23, "lower classification" will mean another classification in Article 25.02 with a lower pay range.

(vi) The effective date of such displacement shall be determined by the Employer.

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

(ii) An Employee who will be displaced pursuant to (b) above shall have up to four (4) days following the date of notice of being laid off (excluding Saturdays, Sundays and Named Holidays) to provide the Employer with written notification of their decision to displace an Employee in accordance with the displacement methods specified in (a) above. The effective date of such displacement shall be as determined by the Employer.

(c) An Employee who displaces into a position with a lower pay scale shall be placed on the step in the lower pay scale that is equivalent to their basic hourly rate of pay or the next higher step in the pay scale if no equivalent hourly rate is found. If such placement in the new scale is not possible the Employee shall be placed on the last step of the new scale.

(d) An Employee who is laid off or is displaced and who does not have the opportunity to displace another Employee will be considered to be laid off and will be entitled to recall rights under Article 23.06 and all other applicable provisions pursuant to Article 23.

(e) An Employee who exercises their displacement rights under this Article shall lose their recall rights and the provisions of Article 23 shall no longer apply.

(f) Exercising displacement right under this Article will not result in a promotion.

(g) Employees failing to exercise their displacement rights within the time limits stated above, will be laid off and placed on recall.

(h) For the purposes of Article 23.04, "displacement" shall mean the movement of Employees between positions under the conditions outlined in 23.04 (a) or (b) as applicable.

23.05 **Severance**

A regular Employee who is laid off and who does not displace another employee may, instead of being placed on the recall list, 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.

23.06 **Recall Rights**

(a) When increasing the work force, recall shall be carried out in order of seniority within that Centre/satellite site provided the Employee has the ability to perform the available work. 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 23.06 (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) 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. An Employee who refuses recall under this article shall be considered to have voluntarily terminated their employment

(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 **including classification and pre-layoff full time equivalency (FTE)** on recall. In layoff situations, an initial recall list and changes to such list will be communicated to the Union.

23.07 **Regular Vacancies**

(a) A laid off employee at the time of notice pursuant to Article 23.01 shall be offered a regular vacant position in any classification for which they are qualified and capable (as per Article 23.11) within that Centre/satellite site, in the bargaining unit**.**

(b) Pursuant to Article 23.07 (a), an Employee who accepts a position in a classification with a lower pay scale, shall be placed on the step in the lower pay scale that is equivalent to their basic hourly rate of pay at the time of their layoff or, on the next higher step in the pay scale if no equivalent hourly rate is found. If such placement on the new scale is not possible, the Employee shall be placed on the last step of the new scale. The Employee's increment date will be adjusted by the same amount of time as the layoff and the new increment date will prevail after that.

(c) 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.

23.08 **Reinstatement of Collective Agreement Provisions**

An Employee who accepts a vacant 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. 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 23.03, 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.

23.09 **Casual/Temporary Work**

(a) (i) 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.

(ii) An Employee who is performing temporary work pursuant to Article 23.09 (a) shall not be eligible for subsequent temporary work opportunities during that initial period of temporary work. Upon conclusion of such initial period of temporary work, such Employee will become eligible for subsequent temporary work opportunities as they may arise thereafter.

(b) A laid off Employee may refuse an offer of casual 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.

(d) For the purpose of this Article "Casual Work" shall mean: work as outlined in article 2.07.

(f) For the purpose of this Article "Temporary Work" shall mean: work as outlined in article 2.06.

23.10 No new regular or temporary Employees will be hired while there are other Employees in the same classification in the Centre/satellite site on recall who are capable and qualified of performing the work required, until the Employer has determined such Employees on recall would not be available.

23.11 (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 or re-certification period shall be placed on recall status and the provisions of Articles 23.03, 23.05, 23.06, 23.07, 23.08, and 23.10 shall continue to apply henceforth. Such Employee will not be eligible to displace another Employee pursuant to Article 23.04

23.12 The operation of this Article shall not be considered a violation of the provisions of Article 12.

23.13 For the purposes of Article 23, a classification shall be defined as set out in Article 25.02.

ARTICLE 24: NO STRIKE OR LOCKOUT

24.01 If an Employee shall engage in any illegal strike, slowdown or stoppage of work during the life of this Collective Agreement, the Union shall instruct them 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.

24.02 The Union agrees that during the life of this Collective Agreement, it will not be involved in nor will it 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.

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

ARTICLE 25: SALARIES

25.01 Unless otherwise changed by the operation of this Collective Agreement, salary increments for Full-time Employees shall be applied on the appropriate anniversary of the date the employee began employment as a Full-time Employee.

Both parties to this Collective Agreement recognize that Employees normally improve in skill and ability relative to experience. In the event that there is just reason to believe that such improvement has not occurred, an annual increment may be withheld. Where an increment is withheld, the Employee shall be so advised in writing and the Employee's performance will be reevaluated on a quarterly basis. After a regular full-time and temporary full-time Employee reaches a satisfactory performance level, an anniversary increment shall be granted on their date of employment after one year of service in the position. The Employee's anniversary date for annual increment purposes shall not be changed.

25.02 Basic rates of pay for Employees covered by this Collective Agreement shall be as follows:

Classification	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years	After 7 Years
Medical Laboratory Technologist I								
April 1, 2017	$35.04	$36.20	$37.67	$39.19	$40.68	$42.11	$43.26	$44.76
April 1, 2018	$35.04	$36.20	$37.67	$39.19	$40.68	$42.11	$43.26	$44.76
April 1, 2019	$35.04	$36.20	$37.67	$39.19	$40.68	$42.11	$43.26	$44.76
April 1, 2020								
Medical Laboratory Technologist II **Technical Specialist**								
April 1, 2017	$38.21	$39.44	$41.06	$42.76	$44.32	$45.94	$47.16	$48.80
April 1, 2018	$38.21	$39.44	$41.06	$42.76	$44.32	$45.94	$47.16	$48.80
April 1, 2019	$38.21	$39.44	$41.06	$42.76	$44.32	$45.94	$47.16	$48.80
April 1, 2020								
Laboratory Assistant								
April 1, 2017	$22.82	$23.58	$24.35	$25.18	$26.00	$26.83	$27.69	$28.51
April 1, 2018	$22.82	$23.58	$24.35	$25.18	$26.00	$26.83	$27.69	$28.51
April 1, 2019	$22.82	$23.58	$24.35	$25.18	$26.00	$26.83	$27.69	$28.51
April 1, 2020								
Donor Care Associate (Tier 2) **Phlebotomist (EDM)**								
April 1, 2017	$22.82	$23.58	$24.35	$25.18	$26.00	$26.83	$27.69	$28.51
April 1, 2018	$22.82	$23.58	$24.35	$25.18	$26.00	$26.83	$27.69	$28.51
April 1, 2019	$22.82	$23.58	$24.35	$25.18	$26.00	$26.83	$27.69	$28.51
April 1, 2020								
Clerk **Clerk – Program General** **Clerk – Program – Specialty** **Clerk 1** **Receptionist** **Data Entry Clerk** **Clerk Typist** **Donor Services Representative (EDM)** **Shipper / Receiver (EDM)**								
April 1, 2017	$20.91	$21.76	$22.61	$23.53	$24.48	$25.45	$26.28	
April 1, 2018	$20.91	$21.76	$22.61	$23.53	$24.48	$25.45	$26.28	
April 1, 2019	$20.91	$21.76	$22.61	$23.53	$24.48	$25.45	$26.28	
April 1, 2020								
Clerk Typist II (EDM) **Medical Services Representative**								
April 1, 2017	$22.96	$23.85	$24.82	$25.83	$26.83	$27.94	$28.85	
April 1, 2018	$22.96	$23.85	$24.82	$25.83	$26.83	$27.94	$28.85	
April 1, 2019	$22.96	$23.85	$24.82	$25.83	$26.83	$27.94	$28.85	

April 1, 2020								
Lab Assistant, Team Lead								
April 1, 2017	$24.80	$25.62	$26.47	$27.38	$28.25	$29.16	$30.08	$30.99
April 1, 2018	$24.80	$25.62	$26.47	$27.38	$28.25	$29.16	$30.08	$30.99
April 1, 2019	$24.80	$25.62	$26.47	$27.38	$28.25	$29.16	$30.08	$30.99
April 1, 2020								
Donor Care Associate (Tier 3)								
April 1, 2017	$25.03	$25.80	$26.57	$27.41	$28.22	$29.05	$29.91	
April 1, 2018	$25.03	$25.80	$26.57	$27.41	$28.22	$29.05	$29.91	
April 1, 2019	$25.03	$25.80	$26.57	$27.41	$28.22	$29.05	$29.91	
April 1, 2020								

25.**03** (a) Increment differentials in recognition of graduate and post graduate qualification(s) will be paid to Medical Laboratory Technologists I and II on the following basis:

ART; B.Sc. (in disciplines-relevant to the Employee's job) with M.L.T.	allow one additional increment; permissible to go above maximum
FCSLT; M.Sc.	allow two additional increments; permissible to go above maximum

(b) Only one type of Educational differential will be paid regardless of how many of the above graduate and post graduate qualifications apply.

(c) An Employee who is qualified as an M.L.T. with a B.Sc. in Medical Laboratory Science will not receive a further increment should they successfully complete an A.R.T.

(d) Incremental differentials as stated in (a) and (b) above will only be paid to Employees where the qualification is utilized in their normal course of duties, provided that anyone receiving this differential as of the signing date of this agreement shall continue to receive same

(e) When assessing an Employee's credentials that have been acquired outside of Canada, the Employer shall accept the assessment of **both** the **College of Medical Laboratory Technologists of Alberta (CMLTA) and the Canadian Society for Medical Laboratory Science (CSMLS).**

25.**04** **Anniversary Increments for Part-time and Casual**

Regular part-time, temporary part-time and casual Employees shall be entitled to an increment on the completion of one-thousand, nine-hundred and fifty (1950) regular hours of work and a further increment on the completion of each additional one-thousand, seven hundred and forty-seven decimal five (1747.5) regular hours worked up to the maximum increment level granted to full-time Employees in accordance with the salary schedule outlined in Article 25.02 of this Collective Agreement.

ARTICLE 26: SHIFT AND WEEKEND DIFFERENTIALS

26.01 Shift Differential

(a) A shift differential 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 sixteen hundred (1600) hours to twenty-three hundred (2300) hours; or

(ii) employees for each hour worked between sixteen hundred (1600) hours to twenty-three hundred (2300) hours provided that two (2) hours or more are worked between sixteen hundred (1600) hours and twenty-three hundred (2300) hours.

(b) A night shift premium of five dollars ($5.00) per hour shall be paid to:

(i) employees working a shift wherein the majority of the hours worked, excluding meal periods, falls within the period twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or

(ii) employees for each hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that two (2) hours or more are worked within twenty-three hundred (2300) hours and zero seven hundred (0700) hours.

(c) Eligible hours for the purposes of Article 26.01 shall include overtime hours worked by the Employee.

26.02 (a) A weekend differential of three dollars and twenty-five cents ($3.25) per hour shall be paid to an Employee for all hours worked between 22:00 Friday and 05:30 Monday inclusive of overtime hours.

(b) Eligible hours for the purposes of Article 26.02 shall include overtime hours worked by the Employee.

26.03 Where applicable, shift differential and weekend differentials shall be stacked.

26.04 Shift and weekend differentials shall not be considered part of the basic rate of pay.

ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE

27.01 (a) Salary recognition shall be granted for work experience satisfactory to the Employer (including experience in the private sector) as per Article 27.01(b), provided not more than five (5) years have elapsed since such experience was obtained.

(b) For regulated professions, the Employer shall recognize work experience satisfactory to the Employer as per Article 27.01(b), notwithstanding a break in service of more than five (5) years if the employee has fulfilled the licensing requirements of the employee's professional body to maintain standing in that profession.

(i) one (1) annual increment for one (1) year's experience within the last six (6) year;

(ii) two (2) annual increments for two (2) years' experience within the last seven (7) years;

(iii) three (3) annual increments for three (3) years' experience within the last eight (8) years;

(iv) four (4) annual increments for four (4) years' experience within the last nine (9) years;

(v) five (5) annual increments for five (5) years' experience within the last ten (10) years;

(vi) six (6) annual increments for six (6) years' experience within the last eleven (11) years;

(vii) seven (7) annual increments for seven (7) years' experience within the last twelve (12) years;

(viii) eight (8) annual increments for eight (8) years' experience within the last thirteen (13) years

27.02 The Employer shall advise all employees in writing at the time of hire as to the pay grade and step in the Salary Appendix, subject to receiving required documentation from employee.

27.03 Employees hired on or after the date of ratification shall be credited for experience in accordance with the provisions of Article 27.

ARTICLE 28: TEMPORARY ASSIGNMENTS

28.01 When the Employer requires an Employee to perform the duties of a higher paid classification for a temporary specified period for a full shift or longer, the Employer will pay such Employee in addition to their current salary, and retroactive to the first day of such temporary assignment, a differential computed at:

(a) one dollar and twenty-five cents ($1.25) per hour when such assignment occurs for a position within the bargaining unit, and

(b) two dollars ($2.00) per hour when the temporary assignment is to a higher paid classification outside the scope of the bargaining unit.

28.02 Employees will not be paid the premiums set out in 28.01 (a) and (b) on Named Holidays unless the Employee works on such days.

28.03 An Employee temporarily assigned on a short-term basis pursuant to Article 28.01 (b) shall continue to be covered by the terms and conditions of this Collective Agreement.

ARTICLE 29: PROTECTIVE CLOTHING

29.01 When an Employee is required to wear protective clothing in the course of their duties, it shall be the responsibility of the Employer to provide and launder such clothing.

ARTICLE 30: HEALTH AND SAFETY

30.01 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.

30.02 Required safety equipment and devices will be provided where necessary by the Employer.

30.**03** (a) The **Joint** Health and Safety Committee at each Centre shall be composed of Employer and Employee representatives, including at least one (1) representative from the bargaining unit who shall attend each **Joint** Health and Safety Committee meeting or designate another member in their place.

(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.

30**.04** Employee representatives shall not suffer any loss of pay for time spent in attendance at meetings of the **Joint** Health and Safety Committee.

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

30.**06** The Employer will do everything possible to provide adequate security at the place of work for those Employees required to work at any time between the hours of 2200 hours and 0700 hours.

30.**07** **Workload**

An Employee who believes that their workload is unsafe or consistently excessive shall discuss the problem with their immediate supervisor. If the problem is not resolved in such discussion, the Employee may seek remedy by referring the issue in writing to the Manager, **People, Culture and Performance** for further investigation. The Employee may also request a meeting between the Employee, Union, and Manager, **People, Culture and Performance.** If the matter is not resolved, the Employee may submit it to the **Regional Director** for final resolution. If the problem is not resolved in such discussion, the employee may seek remedy by means of the grievance procedure.

30.**08** Employees who are required by the Employer to wear steel-toed safety shoes/boots will be paid an allowance of four dollars and eighty-one cents ($4.81) per pay period for the purchase of steel-toed safety shoes/boots. Employees will be required to report to duty wearing the required footwear.

30.**09** Where the Employer requires that the Employee receive specific immunization and titre, as a result of or related to their work, it shall be provided at no cost.

ARTICLE 31: COURT DUTY

31.01 (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 regular 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 7.

(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.

31.02 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 regular 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 7.

31.03 The pay entitlement of regular part-time and temporary full-time and temporary part-time Employees for authorized court duty shall be as provided in 31.01 and 31.02 but shall be limited to their posted scheduled hours of work.

ARTICLE 32: MEMBERSHIP AND DUES PAYMENT

32.01 Membership in the Union is voluntary.

32.02 The Employer agrees to supply the Union with a list indicating new hires and/or terminations every six months.

32.03 (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.

32.04 Dues will be deducted from Employees during any Employer-paid leave.

32.05 The Employer will include Union dues on T4 forms issued to the Employee for income tax purposes.

ARTICLE 33: PAYMENT OF WAGES

33.01 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.

33.02 Requests for payment of overtime, on-call, call-back and premium pay for Named Holidays shall be submitted for payment action no later than the first working day following the Sunday of the week in which the work for such payments was performed.

33.03 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 by recovering the overpayment over six (6) pay periods in equal instalment amounts.

33.04 When an error in the payroll system has caused an underpayment or overpayment of wages to one or more Employees, such Employee(s) and the Union shall be notified of such underpayment or overpayment 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. Upon request, the Employer shall provide an employee with calculation of the underpayment or overpayment.

ARTICLE 34: MEAL ALLOWANCE

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

Breakfast	$ 9.20
Lunch	$ 11.60
Dinner	$ 20.75

During the lifetime of this Collective Agreement, the Employer agrees to adjust the above rates should other represented clinical staff, CBS Alberta receive higher rates than those identified above.

34.02 Allocations for meals will be provided as follows:

(a) Breakfast - the allowance will only be given commencing on the second day of an overnight mobile clinic.

(b) Lunch - the allowance will only be given if the mobile team is scheduled to leave the Centre before noon subject to Article 34.01.

(c) Supper - the allowance will only be given when the mobile team returns to the Centre after 1800 hours subject to Article 34.01.

34.03 The meal allowance provisions shall apply to all Employees when attending clinic assignments, subject to Article 34.01.

ARTICLE 35: UNIFORMS

35.01 The Employer shall supply uniforms or provide an allowance for uniform purchase of five dollars and ninety-six cents ($5.96) per pay period to each Phlebotomist, Donor Service Representative, and Donor Care Associate.

ARTICLE 36: GRIEVANCE PROCEDURE

36.01 **General Rules**

(a) The mandatory formal discussion stage set out in Sub-clause 36.03 (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 in Article 2.08 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 36.03 (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.

36.02 **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.

36.03 **Resolution of a Difference between the Employee and the Employer**

(a) Formal Discussion

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 **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 **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.

36.04 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 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.

36.05 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 37: ARBITRATION

37.01 Within ten (10) days following receipt of notification 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.

37.02 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 Chairman 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.

37.03 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 the 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.

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

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

ARTICLE 38: EVALUATIONS, PERSONNEL FILES AND EMPLOYEE HEALTH FILES

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

38.02 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 annually. 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 ten (10) 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.

38.03 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.

38.04 By appointment made in writing at least three (3) working days in advance, an employee may view their personnel file. Upon request, an Employee shall be given a copy of requested documents from their file. The employee may be required by the Employer to pay a reasonable fee to cover the cost of copying, which fee shall be established by the Employer.

38.05 An Employee may request a copy of their Employee health file twice per year. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying, which fee shall be established by the Employer.

ARTICLE 39: COPIES OF THE COLLECTIVE AGREEMENT

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

39.02 **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.

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

ARTICLE 40: TECHNOLOGICAL CHANGE

40.01 Should the Employer find it necessary to introduce technological change by altering methods or utilizing different equipment, and if such change will displace Employees in the bargaining unit, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of the Employees so affected.

40.02 The Employer agrees to take all reasonable steps so that no Employee shall lose employment because of technological change. Normal turnover of Employees to the extent that it arises during the period in which technological change occurs, shall be utilized to absorb Employees who otherwise would be displaced because of the technological change.

40.03 If the Employer introduces technological change which results in the displacement of an Employee, the Employer will endeavour to provide alternative employment acceptable to the Employee.

40.04 Where the alternate employment is in a lower paid classification, the Employee's salary shall be adjusted in the manner prescribed in Article **12.07(c)** of this Collective Agreement.

40.05 Where alternate employment is not available or is not acceptable to the Employee, the Employer will give the Employee a minimum of six (6) weeks' notice or pay in lieu of notice of displacement **and all conditions of the Layoff and Recall Article shall apply with the exception of notice**.

40.06 Pursuant to Articles 40.01 and 40.02, after giving notice to the Union, the Employer may utilize temporary vacancies or temporary employees within the affected department to mitigate the impact of technological change on Employees.

ARTICLE 41: NEW CLASSIFICATIONS

41.01 If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement or if a new classification is included in the bargaining unit by the Labour Relations Board, the Employer shall establish a position title and salary scale and give written notice of same to the Union.

41.02 If the Union fails to object, in writing, within thirty (30) calendar days of receipt of the notice from the Employer, the assigned position title and salary scale shall be considered as established.

41.03 If the Union objects to the position title and/or salary scale assigned by the Employer and, by negotiation, succeeds in effecting a change, the amended position title and/or salary scale shall be retroactive to the date the new classification was implemented.

41.04 Failing resolution of the difference by negotiation, the Union, within sixty (60) calendar days of receipt of the notice from the Employer, may refer the matter to Arbitration.

41.05 **Classification Review**

(a) An Employee may request an audit of their job duties if they feel that their job duties have changed substantially. Such request will be submitted in writing to the **Business Partner, People, Culture and Performance with notice to the Union** for their consideration and review.

(b) The Employer shall notify the Employee and Union of the **outcome of the review and the** Employer's **decision** within sixty (60) days of such request.

(c) (i) The Employer's **review and** decision shall not be subject to the Grievance Procedure and Arbitration.

(ii) An Employer-initiated down-grading in classification shall constitute a layoff pursuant to Article 23.

ARTICLE 42: DISCIPLINE AND DISCHARGE

42.01 (a) Except for the discharge of an Employee serving a probationary period, there shall be no discharge or discipline except for just cause. The Employer may discharge an Employee 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, within twenty-four (24) hours of discharge, the reason(s) for the

discharge and a copy of this letter shall be sent to the Union within five (5) calendar days.

(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 **the nature of the meeting and** that they have the right to **a Labour Relations Officer or designate of the Union** at such meetings. The Employee shall be given twenty-four (24) hours advance notice of such meetings. The twenty-four (24) notice period may be extended by mutual agreement by the Parties.

42.02 Subject to 42.01 (b), unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of this letter shall be sent to the Union within five (5) calendar days. The written warning 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 discipline. 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.

42.03 Subject to 42.01 (b), an Employee who has been suspended shall receive from the Employer, in writing, the record of and the reason(s) for suspension. A copy of this letter shall be sent to the Union within five (5) calendar days.

42.04 An employee, who has been subject to disciplinary action, shall after two (2) years from the date the disciplinary measure was initiated, request in writing that their record be cleared of that disciplinary action. The Employer shall confirm in writing to the employee that such action has been effected.

42.05 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.

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

42.07 (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 years following the improvement or correction period, the letter shall be removed from their record.

ARTICLE 43: TRAVEL/TRANSPORTATION

43.01 Travel time shall mean all travel authorized by the Employer for all Employees on the Employer's business.

(a) In the case of daily mobile clinics, the transportation time from the Blood Services Centre to the clinic and return;

(b) In the case of an overnight mobile clinic, the transportation time from the Blood Services Centre to the place of lodging, from the place of lodging to the clinic and return to the place of lodging, and from the place of lodging to the Blood Services Centre at the end of the tour; shall be considered as paid time and will be credited to the daily hours of work for each Employee who is assigned to mobile clinics.

(c) For any other travel required by the Employer, excluding mobiles, travel time will include only the time spent travelling from one location to another (point of departure to destination) including waiting time at the airport. These hours shall be paid at straight time.

43.02 When an Employee arrives at the Centre/satellite site or is scheduled to return to the Centre/satellite site from an out-of- town clinic after 2230 hours, they shall be provided with transportation or reimbursed for the cost of reasonable, necessary and substantiated transportation expenses from the Centre to their place of residence. This article shall not apply if the Employee has their own mode of transportation.

43.03 When an Employee works on a shift that ends at or after 2400 hours and before 0700 hours of the next day, or is required to work overtime between 2400 hours and 0700 hours of the next day, they shall be provided with transportation or reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Centre to their place of residence. This article shall not apply if the Employee has their own mode of transportation.

43.04 Mileage expense claims are to be submitted to the Employer the first working day following the month in which the call-back occurred. Reimbursement of such expenses shall be paid to the Employee concerned within four (4) weeks of being submitted.

43.05 (a) When an Employee, at the request of the Employer, drives a motor vehicle other than a motor vehicle supplied by the Employer, a transportation allowance at the prevailing Corporate per kilometre rate shall be paid from the Centre to the designated location and return.

(b) When an Employee is required by the Employer to travel for employment purposes that are related to the national/centre operations of Canadian Blood Services, they shall be reimbursed for meal expenses and kilometreage, for all reasonable expenses, and for accommodations authorized by the Employer at the prevailing Corporate rates.

Notwithstanding the above, the provisions of Article 34 – Meal Allowance shall apply to mobile clinics.

(c) The Employer shall advise the Union of changes to the Corporate rates referred to in Articles 43.05 (a) and (b).

ARTICLE 44: JOB DESCRIPTIONS

44.01 Copies of current job descriptions shall be on hand within the appropriate department(s) and shall be available to each Employee upon request.

44.02 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.

44.03 Where a job description has been altered or amended, the Employer shall provide the union and the affected employees with the updated job description.

ARTICLE 45: TRAINING ASSIGNMENT

45.01 (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.

ARTICLE 46: NO DISCRIMINATION, WORKPLACE VIOLENCE OR HARASSMENT

46.01 There shall be no discrimination, harassment, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of race, colour, creed, **ancestry,** national origin, political or religious affiliation, gender, **gender identity, gender expression**, family status, sexual orientation, marital status, **source of income, family status**, age, physical disability, mental disability, 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.

46.02 Article 46.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

46.03 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 47: RESPECT IN THE WORKPLACE

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

47.02 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**,** Violence & Harassment Prevention Policy.

ARTICLE 48: PROFESSIONAL FEES AND PROFESSIONAL DEVELOPMENT

48.01 For regulated professions, the Employer shall reimburse a regular Employee on an annual basis one hundred percent (100%) of the current early registration payment, of their annual professional licensing fees CMLTA. The reimbursement shall be payable in the month of January.

For regulated professions, regular full time Employees shall be entitled to three (3) professional development days annually, to be used for professional development, at the basic rate of pay. Regular part time Employees shall receive a prorated amount based on their regular paid hours in the previous calendar year.

For the purposes of this article, temporary Employees shall be treated as regular part time Employees following twelve months of continuous service.

ARTICLE 49: CONTRACTING OUT

49.01 Where the Employer finds it becomes necessary to transfer, assign, sub-contract, or contract out any work of functions performed by regular employees in the bargaining unit, the Employer shall endeavour to notify the Union two (2) months in advance of such change and will meet with the Union to discuss reasonable measures to protect the interests of affected employees. This notice period shall be concurrent with notice period outlined in article 23.01.

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: Disaster Plan Exercises and Fire Drills

The Parties recognize that 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.

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: Flexible Work Schedules

The Parties agree to provisionally amend the terms of the existing Collective Agreement to continue to provide for flexible work schedules based on the following:

1. The intent is to account for longer daily shifts and not to reduce current entitlements of any Employee under the terms of the Collective Agreement.
2. Work schedules will continue to include shift schedules in excess of eight (8) hours in a day in departments where such scheduling is currently in effect on or before the date of ratification by both Parties of the Memorandum of Settlement.
3. Overtime shall apply to all hours worked in excess of the Employee's scheduled daily hours, provided that such scheduled hours exceed 7.5 hours. The provisions of Article 8.03 (a) shall continue to apply.
4. Article 7.02 (a) (iv) and 7.02 (b**)** and shall not apply to Employees on flexible work schedules. However, these items are understood to be subject to negotiations and agreement by the Parties with respect to a specific flexible work schedule arrangement.
5. Payment from vacation, sick leave, bereavement leave and special leave banks, will be based on the Employee's scheduled daily hours.
6. Furthermore, the parties agree that, the Employer will not incur any additional costs over and above those which would have been normally incurred under the provisions of the Collective Agreement.
7. Development of flexible work schedules shall be done in consultation with the union.

8. Either party may, with fourteen (14) calendar days written notice to the other party, schedule a meeting to discuss issues and propose amendments or rescind this Letter of Understanding. Otherwise, the parties agree that, this Letter of Understanding shall remain in force and effect for the duration of the Collective Agreement.

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: Job Sharing

Employees or the Employer may request a “job-share” arrangement. Following such request, the Parties and the Employees will enter into discussions of job share arrangement terms.

It is understood that terms of a “job-share” arrangement will be mutually agreed upon between the Union, Employees and the Employer. The terms and conditions shall be confirmed in a written agreement and signed by the Employer, the Employees and the Union.

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: 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 18.01 (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.

Canadian Blood Services Universal Benefits Plan **TO BE UPDATED

Plan Feature	
Retirement Division	▪ as per the current retirement division
Major Medical	
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) ▪ 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
▪ **Hospital Room**	▪ private
▪ **Nursing Care**	▪ max $25,000 per person every 3 years
▪ **Paramedical** **Acupuncture** **Chiropractor** **Osteopath** **Naturopath** **Podiatrist** **Speech Therapist** **Massage Therapist** **Acupuncture (performed by physician)** **Physio-therapist** **Psychologist/Social Worker**	▪ 80% paramedical services to applicable maximum ▪ max of $500 per person per year ▪ max of $500 per person per year ▪ max of $500 per person per year* ▪ max of $500 per person per year* ▪ max of $500 per person per year* ▪ max of $500 per person per year ▪ max of $500 per person per year ▪ n/a ▪ max of $500 per person per year ▪ max of $500 per person per year ▪
▪ **Vision Care**	▪ max of $250 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 $300 per person in any 5 consecutive calendar years
▪ **Other**	▪ nursing home accommodation – max $20 a day

Plan Feature	
	▪ 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 $1 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
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

Plan Feature	
	is greater
All Source Maximum	▪ 80% of gross pre-disability earnings
Definition of Disability	▪ 2 years own occupation
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**	 ▪ $5,000 ▪ $2,000
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

Plan Feature	
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
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

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: Joint Committee

The Parties recognize the value of joint discussions on issues of mutual concern. Where it is the intent of the parties to maintain a Joint Employer/HSAA forum for this purpose, the Parties agree as follows:

1. The Joint Committee will be comprised of Employer and Union Representatives.

2. The Parties will meet quarterly, or as otherwise mutually agreed.

3. The purpose of the Joint Committee will be to:

   (a) exchange information;

   (b) engage in discussions; and

   (c) make recommendations to their respective principals on matters discussed by the committee.

4. The Joint Committee shall maintain Terms of Reference outlining the purpose of the Committee, its key functions, Committee membership, and the reporting relationships for each of the Parties. The committee shall determine the issues to be addressed.

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: Vacation Planners

Vacation planners shall be used to assist in the planning of vacations. The vacation planner shall be available **no later than December 15th**.

The making available of a vacation planner as described in this letter shall not supersede or replace any provisions of Article 13, including the vacation request processes described in Articles 13.06, 13.07, 13.08.

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: 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 23: 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 23: 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.

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: Wellness Initiatives Lump Sum

During the course of negotiations for the **April 1, 2017 – March 31, 2021** Collective Agreement, the Parties discussed the provision of funds for wellness initiatives. As such, the Parties have agreed to the following;

Effective January 1, **2018**, January 1, **2019,** January 1, **2020** and January 1, **2021,** Regular Full Time Employees shall receive a lump sum payment of 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.

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: Seniority

This Letter's purpose is to provide guidance where there are conflicts due to seniority of the same date.

Seniority will be determined using the conflicted employees' Social Insurance Numbers (SIN). The last digit of the employees' SIN will be compared and the employee with the highest number will have preference over those with a lower number. If, by chance, two of the employees have the same number, the second last digit shall be compared in the same manner, then the third last digit, and so on until one employee has a higher digit.

For example, an employee with a last digit of 7 would be given greater seniority than an employee with the last digit of 6. For clarity, the digit 0 shall be considered the lowest digit.

This shall be effective date of ratification, and no employee’s seniority shall be retroactively adjusted as a result.

LETTER OF UNDERSTANDING #10

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 36 & 37, 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.

LETTER OF UNDERSTANDING #11

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 for Phlebotomists

Whereas Canadian Blood Services has amended the Phlebotomist job descriptions to include Donor Screening duties, and;

Whereas no regular Phlebotomist ("employee") **hired before May 5, 2014** shall be subject to an involuntary layoff solely due to their inability to successfully complete Donor Screening training, or their choice not to complete Donor Screening training;

Therefore, the Parties hereby agree to the following:

#1 The Employer will, at its sole discretion, canvass employees to determine if any of those employees wish to voluntarily terminate employment with the Employer. Employees shall request to voluntarily terminate employment with the Employer by signing an irrevocable letter of intent within fourteen (14) calendar days. The irrevocable letter of intent will be in effect for thirty (30) calendar days from the date of signing of the letter.

#2 The Employer shall first consider requests from employees who are eligible to retire in accordance with the provisions and requirements of the C.B.S. Pension Plan. Should the Employer grant the request, the employee shall forfeit their right to notice as contemplated by Article 23 of the Collective Agreement, but shall be eligible for a severance package as contemplated by #6 below.

#3 The Employer shall grant voluntary termination requests made by employees pursuant to #1 above in descending order of seniority, providing that operational requirements are maintained to the satisfaction of the Employer.

#4 The Employer shall maintain sole discretion in determining the number of employees eligible for voluntary termination and the last day worked for such employees.

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

#6 The provisions of the voluntary severance package shall consist of:

(a) A severance payment of 2 weeks' regular pay per year of service to a maximum of 52 week's regular pay. In the case of part-time employees, a pro-rated severance payment shall be calculated based on the following formula, to a maximum of 52 regular weeks' pay:

# of regular hours worked ÷ 1950 hours x 75 hours x hourly rate of pay

(b) Career transition services to a maximum value of $1925, to be executed by a service provider of the Employer's sole discretion.

(c) An education allowance not to exceed five percent (5%) of the Employee's regular earnings in the twelve (12) months preceding their voluntary termination for endeavours that the Employer considers influencing an Employee's future employment opportunities. Employees shall apply for such allowance in writing using a form to be provided by the Employer.

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

(d) If these amounts are increased by Canadian Blood Services, the amounts reflected above will be automatically adjusted and will be available to employees accessing these programs under this Letter of Understanding.

#7 Notwithstanding #6 (b) and (c) above, any employee to whom the Employer grants voluntary severance shall not be eligible for the provisions of the Career Bridging Program.

LETTER OF UNDERSTANDING #12

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 23.05. 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 Union of the employees who applied for voluntary termination and those that are accepted.

LETTER OF UNDERSTANDING #13

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.

LETTER OF UNDERSTANDING #14

Between

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

and

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

RE: Donor Care Associate hired after May 5, 2014

Whereas the Employer has created a job description for the position of Donor Care Associate, and;

Whereas, pursuant to Article 41.01 of the Collective Agreement, the Parties have negotiated the wage rate for the position of Donor Care Associate as a consequence of its inclusion in the Union;

Therefore, the Parties hereby agree to the following:

#1 A Donor Care Associate upon commencement of training for either Donor Screening or Phlebotomy, **shall** be placed on Tier 2 of the wage scale.

#2 A Donor Care Associate who is on Tier 2 of the wage scale shall, upon commencement of training for either Donor Screening or Phlebotomy (whichever they did not first successfully complete), be placed on Tier 3 of the wage scale.

#3 A Donor Care Associate being placed on a higher Tier of the wage scale shall be placed on that Step (i.e. Start, Year 1, Year 2, etc.) of the higher Tier equal to that Step they were previously on for the lower Tier (i.e. a Donor Care Associate on Step 2 of the Tier 2 wage scale shall be placed on Step 2 of the Tier 3 wage scale). A Donor Care Associate's placement on a higher Tier shall not affect their eligibility for anniversary increments.

#4 Upon commencement of training for Donor Screening, a Phlebotomist shall be placed on that Step of Tier 3 of the Donor Care Associate wage scale equal to that Step they were previously on for the Phlebotomist wage scale (i.e. a Phlebotomist on Step 2 of the Phlebotomist wage scale shall be placed on Step 2 of the Tier 3 Donor Care Associate wage scale) and shall have their classification changed to Donor Care Associate and a new letter of appointment will be issued. A Phlebotomist’s placement on Tier 3 of the Donor Care Associate wage scale shall not affect their eligibility for anniversary increments.

#5 Phlebotomists hired after May 5, 2014 shall be hired as a Tier 2 Donor Care Associate.

LETTER OF UNDERSTANDING #15

Between

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

and

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

RE: Phlebotomists hired before May 5, 2014

Whereas the Employer has amended the job descriptions Phlebotomist to include the performance of Donor Screening duties, and;

Whereas no regular Phlebotomist ("employee") hired before May 5, 2014 shall be subject to an involuntary layoff solely due to their inability to successfully complete Donor Screening training, or their choice not to complete Donor Screening training, and;

Whereas the Employer and the Union recognize the advancement opportunity and other benefits afforded to employees by virtue of the addition of Donor Screening duties to the Phlebotomist job descriptions, and;

Whereas, pursuant to Article 41.01 of the Collective Agreement, the Parties have discussed the wage rate for the positions of Phlebotomist as a consequence of the amended job descriptions for **this** position;

Therefore, the Parties hereby agree to the following:

#1 A Phlebotomist who does not perform Donor Screening duties shall continue to be paid on the existing Phlebotomist wage scale in the current Collective Agreement.

#2 A Phlebotomist who performs Donor Screening duties shall be paid on the **DCA Tier 3** wage scale**.**

#3 A Phlebotomist shall be placed on the wage scales in #3 above, respectively, upon commencement of Donor Screening training and have their classification changed to a Donor Care Associate and a new letter of appointment will be provided. Such Phlebotomist shall be placed on the same step of the new, higher wage scale equal to that step they were previously on for the existing wage scale. A Phlebotomist's placement on a higher wage scale shall not affect their eligibility for anniversary increments.

LETTER OF UNDERSTANDING #16

Between

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

and

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

RE: National Facilities Redevelopment Plan (NFRP)

Further to discussions during collective bargaining regarding NFRP, the parties agree to use the Joint Committee as a forum for discussions.

The Joint Committee shall discuss the effect of NFRP on employees and operational requirements and shall make recommendations to the Parties regarding how NFRP is implemented in a manner consistent with the Collective Agreement (April 1, 2014 – March 31, 2017) that balance the interests of employees and operational requirements. The Parties shall consider all such recommendations in good faith.

In addition to the foregoing, should mutually acceptable alternatives be identified, the Parties may enter into a written agreement that may contain provisions that differ from the provisions of the Collective Agreement.

LETTER OF UNDERSTANDING #17

Between

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

and

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

RE: Vacation Scheduling Preferences

The Parties agree that following negotiations within ninety (90) days of ratification, unless otherwise mutually agreed, the Joint Committee will meet to discuss the scheduling of vacations. The Parties may agree to pilot methods of vacation selection and preference other than those in the collective agreement.

The Parties agree that the Joint Committee will do a Bulletin to clarify and codify the current practices for the relevant department.

No Employee who attends such a meeting, shall suffer any loss of pay for the time spent at such meeting.

LETTER OF UNDERSTANDING #18

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 obligations of assisting Employees by providing access to the various unpaid leaves of absence in accordance with Part I, Division 7 of the *Alberta Employment Standards Code, as amended from time to time*.

LETTER OF UNDERSTANDING #19

Between

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

and

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

RE: General Wage Adjustment

A general wage adjustment, lump sums, or market adjustments to all rates and all ranges shall be implemented for the classifications included in Article 25.02 equal to that negotiated between Alberta Health Services (AHS) and Health Sciences Association of Alberta (HSAA) with effective dates between April 1, 2017 and March 31, 2021. However, should the negotiation, between AHS and HSAA, result in an overall wage decrease (i.e. clawback on wages), the Parties agree to meet as soon as practicable to discuss the rates of pay applicable to this collective agreement.

Should wage adjustments, lump sums, or market adjustments differ by classification with AHS and HSAA, the parties agree to meet to discuss the effect, if any, that will have on the current classifications with CBS.

LETTER OF UNDERSTANDING #20

Between

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

and

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

RE: Split Shifts

While it is not the Employer's intention to use split shifts as a regular part of scheduling, the Employer may approach the Union to accommodate operational requirements, which may arise from time to time.

Prior to any split shifts being implemented, mutual agreement shall be made in writing between the Employer, Union and any individual that such agreements would apply to.

LETTER OF INTENT

Between

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

and

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

RE: Discipline

Following negotiations the Parties will meet through the Joint Committee to discuss the disclosure of information to the Union in the event of discipline.

LETTER OF INTENT

Between

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

and

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

RE: Equitable Distribution of Overtime and Additional Shifts

Further to discussions during collective bargaining, the Joint Committee will discuss the distribution of overtime and additional shifts that become available.

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 THE EMPLOYER:	ON BEHALF OF THE UNION:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
DATE: _____	DATE: _____