



GREENENE AGREENT

BETWEEN

CANADIAN BLOOD SERVICES

AND

SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

FOR THE PERIOD OF:

APRIL 1, 2017 TO MARCH 31, 2023

How to Handle a Question or Complaint

If you have a question or complaint about the application or interpretation of the Collective Agreement as it applies to you, do not delay and

- Review the facts.
- Read the Collective Agreement.
- Check on the existence of any locally negotiated terms which may modify the basic agreement.

If you continue to have a question or complaint, speak to your local Unit Executive or Steward about the problem.

If you do not get a satisfactory answer to your problem, or need help in resolving your problem, you should call the SEIU-West **Member Resource Centre (MRC).**

A Member Resource Centre Officer will answer your questions and help deal with your issue. They can also refer your concerns to the Union Representative assigned to your workplace, if necessary.

The SEIU-West MRC can be reached toll free by calling:

1-888-999-SEIU (7348) press 1 (or enter ext. 2298)

Emailing:

MRCinfo@seiuwest.ca

Or clicking 'Contact' on:

SEIUWEST.ca

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PREAMBLE:

- 1. It is the desire of both parties to this Agreement:
 - a) To maintain and improve harmonious relations between the Employer and members of the union;
 - b) To negotiate in a timely manner, all matters pertaining to working conditions, employment, hours of work and rates of pay;
 - c) To encourage efficiency and safety in operations;
 - d) To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union;
 - e) To jointly recognize that the exercise of rights and functions is to be carried out reasonably, fairly, and in a timely manner consistent with the Collective Agreement as a whole.
- 2. Further it is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in an agreement.

Therefore, the parties hereby enter into, establish and agree to the following terms:

SCOPE

Canadian Blood Services of Regina recognizes the Service Employees International Union, Local 299 as the sole bargaining agent for the employees covered by the certification issued by the Labour Relations Board of the Province of Saskatchewan on February 15th, 1999, LRB File No. 045-99

And

Canadian Blood Services of Saskatoon recognizes the Service Employees International Union, Local 333 as the sole bargaining agent of the employees covered by the certification issued by the Labour Relations Board of the Province of Saskatchewan on February 15th, 1999, LRB File No. 044-99

The Employer shall recognize the right of each Local to call upon the services of the National Representative of S.E.I.U. or the Staff Representative from Local 299 or the Union Representative from Local 333 to assist its Committee in negotiations, or in the interpretation of this agreement or settlement of grievances arising out of this agreement.

ARTICLE 1 - CLARIFICATION OF TERMS/DEFINITIONS

- 1.01 Notwithstanding that the two Collective Agreements have been consolidated into a single Agreement, the parties agree that all articles shall continue to apply separately on a Centre by Centre basis and that nothing herein shall be deemed to have merged or consolidated the two bargaining units.
- 1.02 The parties acknowledge that the employer is now known as Canadian Blood Services-Saskatchewan. The Regina and Saskatoon Centres are known as sites. The use of Centre in the collective bargaining agreement shall mean site.
- 1.03 As used in this agreement, the feminine gender shall mean and include the masculine and, similarly, the singular shall mean and include the plural, and vice versa, as applicable.
- 1.04 A full-time employee is one that is employed to work the normal hours as specified in Article 9.01 a).
- 1.05 A part-time employee is one who normally works less than the normal full-time hours of work as set out in Article 9.01 a) of this agreement.
- 1.06 A casual employee is one who is hired to work occasionally on a call-in basis or one who is hired for one month or less as relief.
- 1.07 Other than full-time (OTFT) employee shall mean any employee that is employed as a part-time, temporary or casual employee.
- 1.08 A temporary employee is one who is hired from outside the bargaining unit for a pre-determined period of time not to exceed two (2) years, which will be specified in writing at the time of hiring. The employer agrees to review with the Union all temporary positions which exceed one (1) year in duration on a semi-annual basis to determine whether such positions shall be posted as permanent positions.
- An employee from within the Bargaining Unit filling a temporary in-scope position shall be covered by the provisions of the Collective Agreement and shall be entitled to revert to her previous position (excluding temporary positions) and appropriate pay status upon completion of her term appointment.
- 1.10 Where a full-time employee is granted a temporary in-scope part-time position she will maintain all entitlements accrued in her full-time position and be subject to the terms and conditions of the other than full-time provisions of

this Collective Agreement (during the term of the temporary part-time assignment) until resuming her full-time position. However, she shall continue to participate in the Employee Benefit Plans in which she is enrolled in accordance with Article 16 of this Agreement.

- An employee from within the bargaining unit temporarily working in an out-of scope position with the Employer shall have Union dues deducted in accordance with Article 3.02. The employee shall maintain access to all provisions of the Collective Agreement with the exception Article 9, Article 10 and Schedule A.
- 1.12 A "week" shall mean the period between 0001 Monday and 2400 the immediately following Sunday.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this agreement, shall be recognized by the Union as being retained by the Employer. It is also agreed that such rights will not be exercised in a manner inconsistent with the Collective Agreement.

ARTICLE 3 - UNION SECURITY & RECOGNITION

3.01 Union Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall apply for and maintain membership in the Union as a condition of employment in accordance with Article 3.03, provided that any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

3.02 Dues Check-Off

The Employer shall deduct initiation fees, assessments and monthly dues from the earnings of each employee upon written notification from the Union. Such funds deducted by the Employer on behalf of the Union shall be remitted to the Local Union Office before the 15th day of the following month.

3.03 Dues Authorization and Application for Membership

The Employer agrees to advise new employees of the fact that a

Collective Agreement is in effect and agrees to have new employees sign application cards for membership and dues authorization cards on commencement of employment and forward such application cards to the Union office. Such cards shall be provided by the Union.

3.04 <u>Dues Receipts</u>

The Employer agrees to record all Union dues paid in the previous year on the employee's income tax (T4) slips.

3.05 <u>Monthly Statements</u>

The remittance referred to in Article 3.02 shall be accompanied by a monthly statement showing the names of employees appointed, promoted, demoted, separated and the effective dates thereof, gross earnings and the amount of dues deducted. In case of each new employee the list shall also show the employee's Job classification. The Employer shall also submit to the Local Union Office a list of any changes in employees' addresses.

3.06 <u>Dues Adjustments</u>

- a) The Union agrees to provide the Employer with four (4) calendar weeks notice of:
 - i) changes in the amount of monthly dues or fees;
 - ii) any assessments levied on the membership.
- b) The Union shall indemnify and save the Employer harmless with respect to all sums so deducted and remitted.

3.07 <u>Union Representatives</u>

- a) The Employer acknowledges the right of the Union to appoint shop stewards and elect other officers from employees in the bargaining unit to act on behalf of employees when conducting themselves in accordance with the provisions of this Agreement.
- b) The Union shall supply the Manager, Human Resources or designate with a list containing the names of the shop stewards and other officers and shall advise the Manager, Human Resources in writing of changes to the list.
- c) Union representatives shall not leave their regular duties without first obtaining permission from their immediate supervisor or delegate.
- d) Any employee requested to meet with the Employer with respect to discipline, formal investigation that may lead to discipline, or employee work performance shall be informed of the nature of the discussion prior

to the meeting. The employee shall be given reasonable opportunity to arrange for Union representation to be present at the meeting if she so wishes. In this case, a Union Representative shall be present at this meeting.

3.08 Introduction to Union Steward/Copies of Agreement

Within thirty (30) days of commencement of employment, the Employer shall introduce the new employee(s) to a Union Steward or officer, who shall be provided with fifteen (15) minutes to meet with the employee(s) during regular orientation. Where more than one employee is introduced, such meeting will be held as a group. The steward or representative will provide the employee(s) with a copy of the collective agreement.

3.09 <u>Discipline</u>

No employee shall be disciplined or suspended without just cause and without being apprised of the issue or concern prior to any disciplinary action being taken. The Employer agrees to use a process of Progressive Discipline.

- a) A copy of a document placed on an employee's file which might at any time be the basis for disciplinary action shall be supplied to the employee, with a copy to the **SEIU-West Saskatoon** Office **or the SEIU-West Moose Jaw Office as appropriate**;
- b) The employee's reply to such document shall be placed on the employee's file;
- c) Documentation referred to in a) that is not related to a disciplinary suspension shall become void after two (2) years, if the employee's record has been discipline free for the same two (2) year period. Documentation referred to in a) that is related to a disciplinary suspension shall become void after three (3) years, if the employee's record has been discipline free for the same three (3) year period.
- d) If an employee is suspended pending investigation, it shall be with pay.

3.10 Reporting of Alleged Wrongdoing

An employee will not be penalized, harassed or disciplined for bringing forward, in good faith, an alleged wrongdoing to the Employer and/or any lawful authority either directly or through the Union. Employees are encouraged to attempt to resolve concerns internally prior to reporting them to a lawful authority.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation or marital status, place of residence, disability, nor by reason of membership, activity or inactivity in the Union.

4.02 Harassment

In accordance with the CBS Respect in the Workplace, Violence and Harassment Prevention Policy amended from time to time, the Employer shall:

- a) provide a work environment free of harassment;
- b) inform all Employees of the policy, including their rights and their responsibilities;
- c) establish a procedure for receiving and investigating complaints of harassment based on the principles of confidentiality and natural Justice;
- d) advise the union of all amendments to the policy in writing.

4.03 Duty to Accommodate

Employees with disabilities shall be accommodated in accordance with the Saskatchewan Human Rights Code and its Regulations, *The Saskatchewan Employment Act*, including the Occupational Health and Safety provisions therein, as amended from time to time. The parties recognize that the accommodation of employees with disabilities is a shared responsibility between the Employer, the Union and the employee and agree to work cooperatively in the fulfillment of these obligations.

The parties agree that an employee's medical information is to be treated in a confidential manner, and the accommodation process is to be carried out in such a manner as to protect the confidentiality of such information to the extent possible.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 Definition

A grievance shall be defined as any dispute, difference or disagreement between the Employer on the one hand and the Union or an employee or employees on the other hand, pertaining to the following:

- a) matters relating to the terms and conditions of employment, or rates of pay, hours of work or working conditions of any employee or employees covered by this agreement.
- b) matters involving the interpretation or alleged violation of any provisions of this agreement.

5.02 <u>Representation and Permission to Leave Work</u>

- a) During the grievance procedure an employee shall have the assistance of a Shop Steward, or another local union representative or the SEIU-West Union Representative.
- b) **An** employee who **believes she** has a grievance may leave her work station with the authorization of her immediate supervisor to discuss the grievance with a shop steward, **or a local representative** and shall not suffer any loss of straight time pay for scheduled hours on such day.

5.03 <u>Time Limits</u>

- Time limits shall be exclusive of designated paid public holidays as set out under Article 11.
- b) The time limits specified in this Article may be extended in writing by the consent of both parties. If the grieving party fails to take any of the steps within the time limits as set out then it shall be deemed the grievance has been settled. Failure on the part of the Employer to reply within the prescribed time limits, shall give the Union the right to proceed to the next step.
- c) It is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits the onus is on that party to show a justifiable reason for its failure to adhere to such limits.
- d) At any stage, either of the parties may request a meeting to discuss the matter of the grievance without prejudice to their respective positions.
- e) It is recognized that the Employer may designate a person to act on behalf of the Employer in dealing with grievances set out in this Article.

5.04 <u>Suspension, Dismissal or Lay-Off</u>

A grievance alleging wrongful dismissal, suspension or lay-off, may be initiated at Step 2 of the Grievance Procedure within fourteen (14) calendar days of such occurrence.

5.05 Grievance Procedure

Complaint Step

The parties agree that before a grievance is formally submitted at the First Step the parties shall attempt to resolve the dispute through discussion.

Therefore, any employee who believes that she has a grievance may discuss the grievance immediately with her Shop Steward. The matter may then be taken up verbally by the Shop Steward, **another local Union representative or the SEIU-West Union Representative** with the aggrieved employee present or absent at her option, with the Department Head or designate within fourteen (14) calendar days of discovery of the cause for complaint. The **Supervisor** or designate shall attempt a settlement within fourteen (14) calendar days **of the discussion**.

First Step

Failing resolution of the difference at the Complaint Step, the **SEIU-West** Union **Representative** may within fourteen (14) calendar days of the response, submit a written and signed grievance to the **Supervisor** or designate setting out the following:

- a) the nature of the grievance and the circumstances out of which it arose;
- b) the section or sections of the agreement infringed upon, or claimed to have been violated;
- c) the remedy, or correction the Employer is required to make.

The **Supervisor** or designate shall give her written decision within seven (7) calendar days of receipt of the written grievance.

Second Step

If the decision of the **Supervisor** is unsatisfactory to the **Union**, **the grievance** shall be referred **by the SEIU-West Union Representative** to the Manager or designate within fourteen (14) calendar days.

The Manager or designate shall discuss the grievance with the **SEIU-West** Union **Representative** within fourteen (14) calendar days of the receipt of the grievance and render a written decision within seven (7) calendar days of the discussion.

5.06 <u>Alternate Dispute Resolution</u>

The Union and the Employer may agree to a grievance mediation or any other dispute resolution mechanism with a view to resolving the dispute.

ARTICLE 6 — ARBITRATION

6.01 Referral of The Grievance to Arbitration

Failing satisfactory settlement of the grievance at the Second Step or through an Alternate Dispute Resolution process, the matter may be referred, by either party, to arbitration within fourteen (14) calendar days of the written decision. If the grievance is not referred to Arbitration, as herein provided, the grievance shall be deemed to have been settled.

6.02 Sole Arbitrator

Where the parties agree in writing, subject to the time limit set out in Article 6.01 above, a sole Arbitrator may be substituted for an Arbitration Board. If a sole Arbitrator is not agreed upon by the parties within thirty (30) calendar days of notification by one party to the other that the grievance is being referred to arbitration, or if either party indicates the desire for an Arbitration Board when the grievance is referred to arbitration, the dispute shall be referred to an Arbitration Board as set out below. The thirty (30) calendar day period referred to above may be extended by mutual agreement of the Employer and the Union.

6.03 Board of Arbitration

The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within fourteen (14) calendar days, inform the other party of its appointee to the Arbitration Board. Should either party fail to name their representative within the time limit, the Labour Relations Board shall make the appointment.

- a) When the representatives have been appointed, they shall choose a Chairperson within fourteen (14) calendar days, who with the two (2) representatives, shall constitute the Arbitration Board.
- b) Should the representatives fail within the 14 calendar day period, to agree upon a Chairperson, the Labour Relations Board shall be requested by the representatives of either party to appoint a Chairperson to the Arbitration Board.
- c) The Arbitration Board shall hear the difference as soon as possible and render a decision as soon as possible thereafter.
- d) The Arbitration Board shall not have the authority to add to or subtract from, alter, modify or amend any of the provisions of this Collective Agreement, or to give any decision inconsistent with the terms of this agreement.
- e) The Arbitration Board shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the parties and upon any Union member affected by it, and there shall be no lockout by the Employer and no stoppage of work by the Union due to the grievance being arbitrated or as a result of the award. The decision of a majority is the award of the Board, but if there is no majority the decision of the Chairperson shall govern and shall be deemed to be the award of the Board.
- 6.04 Each party to the dispute shall bear the expense of its respective nominees to the Arbitration Board and the two (2) parties shall bear equally the expense of the Chairperson.

6.05 <u>Special Measures</u>

Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the arbitration proceedings.

ARTICLE 7 - PROBATION

7.01 a) Newly hired employees will be on probationary status for the first six hundred (600) hours worked. However, it is recognized that this probationary period may be extended on one occasion only up to a maximum of three hundred (300) hours worked when circumstances warrant such extension. The Employer shall notify the employee and the Union. If the employee's service has been satisfactory during this probationary period, the employee's seniority will be deemed to have commenced from the date the employee started her current service with the Employer.

- b) If it is established by the Employer that an employee is unsuitable for employment during the probationary period, such employee may be terminated at any time and the Union shall not process a grievance.
- c) A temporary employee as defined in Article 1.08, shall not have the right to grieve the termination of her employment on the expiry of the term for which she was hired.
- 7.02 During the probationary period the employee shall receive a written evaluation of her work performance near the midpoint and at the completion of the probationary period.
- 7.03 A former employee who is re-employed to the same position within three (3) calendar months of her voluntary resignation shall be placed on probation for a period of 162.5 hours worked.

ARTICLE 8 - SENIORITY

8.01 Seniority shall be defined as an employee's length of service from the last current date on which she commenced employment at the Centre. Seniority shall be calculated and accrued on all paid hours including pay for public holidays and all unpaid hours as set out in Article 8.02. Seniority shall not be calculated or accrued on overtime hours.

Where two Employees have the same start date, the following shall be the process for determining their respective rank until their seniority appears on a posted seniority list:

- i) The date of their birthday (1-31 with 1 being the highest) shall be used as a tie breaker (i.e. in the case of birthdays of June 25 and June 9, the person with the birthday on the 9th would prevail).
- ii) If this does not resolve the tie breaker, then the month of the year that the birthday occurs (1-12 with 1 being the highest) will be used (i.e. in the case of birthdays on January 25 and June 25, the person with the birthday in January will prevail).
- 8.02 Seniority shall be maintained and continue to accrue during:
 - a) period of salary continuation under sick leave;
 - b) authorized leaves of absence of up to and including thirty (30) calendar days;

- c) Time off while receiving benefits under the Worker's Compensation Act and/or Long Term Disability Plan benefits and/or Employment Insurance Sick Leave benefits and/or unpaid medical leave.
- d) temporary promotions outside the bargaining unit (not to exceed fortytwo (42) calendar days);
- e) bereavement leave;
- f) Jury duty and court service;
- g) vacation period;
- h) leave for elected public office;
- i) union leave;
- j) maternity leave; employees accrual shall be based on their guaranteed hours as per their letter of appointment or on the following formula, whichever is greater.

<u>Hours of seniority accumulated</u> = Seniority hours per week Number of week's employment

- k) wedding leave;
- adoption leave;
- m) parental leave;
- n) paid hours which attract a premium payment, such as work on a paid holiday.
- compassionate care leave;
- Periods during which an Employee is being accommodated in accordance with Article 4.03 — Duty to Accommodate.

For other-than-fulltime employees, seniority shall accrue in accordance with the following formula:

<u>Paid hours in previous 52 weeks</u> = Seniority hours per week of leave 52

The parties agree that the accrual of seniority shall be reviewed on a case by case basis for those Employees who are being accommodated in accordance with Article 4.03. Such reviews shall occur no less than on an annual basis.

- 8.03 Seniority shall be maintained, but shall not continue to accrue during:
 - a) periods of lay-off in excess of thirty (30) calendar days;
 - b) suspension for discipline;
 - c) authorized leave of absence in excess of thirty (30) calendar days;

- d) temporary promotions outside the bargaining unit over forty-two (42) calendar days.
- 8.04 Employees shall lose their seniority and employment under the following circumstances:
 - a) voluntary resignation and does not withdraw such resignation within five (5) calendar days;
 - b) retirement;
 - c) dismissal for just cause and is not reinstated;
 - d) An employee who is rehired within one hundred and twenty (120) days of terminating her employment shall be re-credited with her seniority.
 - e) is laid-off for more than twenty-four (24) months.
 - f) failure to advise the Employer of intention to report to work within fourteen (14) days of receipt of recall notification which shall be via registered mail or personal service. It shall be the responsibility of the employee on lay-off to keep the Centre advised of the employee's current address, or any change of address;
 - g) Is absent without authorization for a period of time in excess of three (3) days, unless the Employee can show a justifiable reason for failure to report to work.

8.05 <u>Seniority List</u>

- a) The Employer agrees to post a seniority on a quarterly basis. The first list is to be posted by March 1st reflecting the accrued seniority of each employee up to the last pay period in December of the preceding year.
- b) The second list is to be posted by June 1st reflecting the accrued seniority of each employee up to the last pay period in March of the current year
- c) The third list is to be posted by September 1st reflecting the accrued seniority of each employee up to the last pay period in June.
- d) The fourth list is to be posted December 1st reflecting the accrued seniority of each employee up to the last pay period in September.
- e) Employees who wish to dispute their seniority must advise the Employer in writing within thirty (30) calendar days of the seniority list being

posted. Such disputes are limited to seniority accrued since the previously posted list. Upon proof of error, the Employer shall revise the seniority list referred to in a) by April 30th; b) by July 31st; c) by October 31st; d) by January 31st of the following year. Copies of the list, and revisions thereof, shall be forwarded to the Unit Chairperson simultaneously. These lists shall remain posted until replaced with an updated list in a place accessible to all employees.

- f) The seniority list shall also include the employment status (part-time, full-time, casual) of the employee, their job title and date of hire.
- g) Where a full-time employee has accrued in excess of nineteen hundred (1900) hours but less than nineteen hundred and fifty (1950) hours in a seniority year, the Employer shall automatically provide an adjustment to nineteen hundred and fifty (1950) hours for that seniority year. No request for adjustment shall be required.

No employee shall accrue in excess of nineteen hundred and fifty (1950) hours of seniority in a seniority year. Where an employee has accrued in excess of nineteen hundred and fifty (1950) hours in a seniority year, the Employer shall automatically provide an adjustment to nineteen hundred and fifty (1950) hours of seniority for that seniority year.

- h) Other than full-time employees shall have their seniority adjusted annually to credit their seniority bank with hours of seniority equivalent to the public holiday pay provided in the previous year. This adjustment will be reflected on the March 1st seniority list of each year.
- i) Where seniority is applicable the current posted seniority list will prevail.

ARTICLE 9 - HOURS OF WORK

- 9.01 a) The normal hours of work shall be an average of seventy-five (75) hours per bi-weekly pay period. The normal workday shall be of an average duration of seven and one-half $(7\frac{1}{2})$ hours exclusive of an unpaid meal break scheduled by the Employer.
 - b) Employees shall not work more than forty five (45) hours in a week, or more than six (6) consecutive days without Article 9.02 a) or 9.03 a) applying.
 - c) A full-time employee shall be paid her biweekly rate of pay when, through no means attributable to her, she has been scheduled by the Employer to work less than seventy-five (75) hours in a biweekly pay period.

- d) Part-time and temporary employees scheduled to work less than six
 (6) days in a week may be required by the Employer to work up to six
 (6) days, however, the premium payment referred to in Article 9.03 a) of the Agreement shall not be applicable.
- e) Part-time and temporary employees who are scheduled to work more than six (6) days in a week will be paid in accordance with the provisions of Article 9.03 a) of this Agreement.
- f) No employee shall be scheduled to work less than four (4) consecutive hours.

9.02 <u>Overtime</u>

a) All time worked in excess of seventy-five (75) hours in a biweekly pay period or forty-five (45) hours per week shall be paid at the rate of time and one-half $(1\frac{1}{2})$ of the employee's regular rate of pay.

b) Time Off in Lieu of Overtime

By mutual agreement between the Employer and the employee, the employee may take time off, calculated at the appropriate overtime rate, in lieu of overtime pay. Such banked time shall not exceed seventy-five (75) hours. Any overtime work that would exceed this maximum accumulation shall be paid out at the applicable overtime rate.

Banked time off in lieu of overtime not used by February 28 of each year shall be paid out to the employee except where arrangements have been made to take the time off.

9.03 Pay for Working on Scheduled Rest Day(s) Off

a) Employees required to work their scheduled rest day(s) shall be paid two times (2X) their regular rate of pay for such rest day(s) worked, notwithstanding Article 9.02 above. This premium shall not apply where an employee works on their scheduled rest day as a result of a shift exchange according to 9.06 b).

9.04 <u>Standby</u>

a) <u>Definition of Standby Assignment</u>

Standby assignment shall mean any period during which the employee is not on regular duty, the duration of which is not less than eight (8) hours during which the employee is on standby, and must be available to respond without undue delay to any request to return to duty.

b) Pre-Scheduled Standby

Standby assignment shall be scheduled on an equitable and rotational basis in order of seniority to those employees within the classification and department who are qualified to perform the work required.

c) Emergent Situations

Standby assignment will be offered in order of seniority to those employees within the department and classification scheduled to work that day. If employees scheduled to work are unable to accept standby it shall be offered in order of seniority to other employees.

d) <u>Alternate Arrangements for Standby</u>

Provided it is agreed to by the Employer in advance, employees on standby may make mutual arrangements with other qualified employees to replace them, and must advise the Employer of such change.

e) <u>Payment for Standby</u>

Standby payment shall be in addition to any call-back compensation.

All employees assigned to standby shall receive a standby premium as follows:

- i. Effective April 1st, 2012 Three dollars and fifteen (\$3.15) cents per hour for each hour on standby which occurs between 0001 Monday to 2400 Friday with a minimum payment for eight (8) hours;
- ii. Effective April 1st, 2012 Four dollars and twenty-five (\$4.25) cents per hour for each hour on standby which occur between 0001 Saturday and 2400 Sunday and Statutory Holidays with a minimum payment of eight (8) hours

9.05 Call Back

a)

i. An employee who is called back to work after having completed her regular work schedule and having left the work premises, shall be paid for a minimum of three (3) hours at the rate of one and one-half times (1½) her basic hourly rate. The parties agree in this connection that if such employee is called back a second time within three (3) hours of the original call-back, the employee shall not be compensated an additional minimum of three (3) hours for such second call-back.

The parties agree that the pay referred to above shall not be paid beyond the commencement of the next scheduled shift.

- ii. Employees called back to work on a 'rest' day shall be paid for all hours worked during the call-back period or for a minimum of three (3) hours, at the rate of two (2X) times the basic rate of pay.
- b) Employees who are called back to work and require transportation will use either the taxi company designated by the Employer and will charge the return fare to the Employer, or where the employees are required or choose to use their own mode of transportation, they shall be paid the corporate per kilometre rate with a minimum of five dollars and sixty five cents (\$5.65) per round trip. It is understood that transportation provided under this paragraph will be limited to within city limits only. It is further understood that to economize on taxi expenses, employees using taxi service shall avail themselves to taxi pooling arrangements, specifically those employees living within the same vicinity or within the same route that the taxi shall take going to or returning from the Centre.

The Employer shall post the current corporate rate on the Union bulletin board within each Centre.

c) Taxi service or mileage pay shall be provided by the Employer in the manner as agreed in Article 9.05 b) when the Employer requires an employee to arrive at or leave the Centre or place of work between 2100 and 0600 hours.

9.06 Work Schedules and Additional Hours

- a) Provisional work schedules shall be posted forty two (42) calendar days in advance of the actual week being worked. Work schedules shall be confirmed and posted no less than fourteen calendar days in advance of the actual week being worked, which shall be subject to change only in case of emergency or situations where the function or success of the operation of the Centre could be jeopardized. For changes to the posted and confirmed schedule not in accordance with the above, Employees shall be paid as follows:
 - i) for shifts that are scheduled less than seven point five (7.5) hours: hours worked outside the posted and confirmed schedule shall be paid at the Employee's regular rate of pay
 - ii) for shifts that are scheduled seven point five (7.5) hours or greater: hours worked outside the posted and confirmed

schedule shall be paid at the rate of time and one-half $(1\frac{1}{2})$ of the Employee's regular rate of pay.

- b) Deviation from the posted schedule which results from employees exchanging shifts between themselves, subject to the approval of the Employer, shall not be subject to the overtime provisions unless overtime would have been paid irrespective of the change.
- c) When Scheduled hours are cancelled within the posted and confirmed period, due to circumstances beyond the Employer's control the other than full-time employee(s) affected shall be paid **for such cancelled shift,** at her regular rate of pay.
- d) The following process will be followed in scheduling additional hours that become available for part-time employees:
 - i. The Employer shall schedule the specified minimum guarantee of hours of each part-time employee as equally as possible over the defined six (6) week period.
 - ii. Once the specified minimum commitment of hours has been met for all part-time employees, any remaining hours or shifts which can be prescheduled shall be scheduled in order of seniority to part-time employees who have self-identified via the Pro-forma letter of their intent to work additional hours.
 - iii. Should hours remain after the Pro-Forma process above, those additional hours shall be offered to part-time employees in order of seniority.
 - iv. Where, following the steps described above, there are hours remaining to be scheduled, the Employer shall schedule such hours on the basis of reverse seniority. Such hours or shifts shall not be scheduled where it would result in the payment of overtime.
 - v. The intent of this process is to maximize the scheduled hours of senior employees, while meeting the part time commitment of all employees.
- e) Additional hours that become available which occur inside the posted and confirmed period as specified in Article 9.06 a) shall be offered to part-time employees in order of seniority based upon their written availability form.

These hours will not be subject to overtime rates unless the conditions under the overtime provisions apply.

- f) An employee called to work additional unscheduled hours shall be paid a minimum of three (3) hours at their regular rate of pay.
- Any leave of absence without pay (including statutory holidays or annual vacations) will reduce the specified minimum hours in the averaging period by one fifth (1/5) per day of the average hours per week. (i.e. an employee with an average of twenty (20) hours per week would receive a reduction of four (4) hours per day of leave). Any approved leave of absence with pay, will be considered hours worked.
- 9.07 Information regarding how much work time an employee has been credited with shall be made easily available to employees on request. Alternatively, a summary of time worked by all employees posted at a place easily accessible to such employees will be provided.
- 9.08 a) All time spent while travelling in CBS vehicles on mobile clinic assignments, is considered work time and shall be credited as such. All mobile team staff must report to the Centre as scheduled prior to departure and also upon completion of the clinic. Travel in other than CBS vehicles on mobile clinic assignments must be authorized by the respective Manager or designate.
 - b) In the event employees are required to remain out-of-town as a result of performing work related duties, due to weather conditions, the Employer agrees to pay to a maximum of seven and one-half (7½) hours waiting time per day. This payment will be based on a start time of 0900 hours, or earlier as designated. It is agreed that this time will not be considered work time, and will, therefore, be paid at straight time and not be included in the weekly averaging of hours. Once an employee commences travel, the provisions of Article 9.08 a) apply, and pay for waiting time shall cease. In addition to the Employer Adverse Weather Travel evaluation process for mobile events, the Employer will take into consideration the travel advisory from the Provincial Highways Department as part of the decision-making process for mobile clinic travel.
- 9.09 a) Regular full-time employees shall be scheduled off either Friday and Saturday, Saturday and Sunday, or Sunday and the immediately following Monday during each Friday to Monday period.
 - b) Regular part-time and temporary employees shall be scheduled four (4) rest days in each biweekly period, two (2) of which must be consecutive. For the purposes of this Article, the two (2) consecutive rest days can be Sunday and the immediately following Monday. Once rest days have been confirmed and posted according to 9.06 a), they shall not be changed unless an

employee forfeits their rest day as a result of a shift exchange according to 9.06 b).

c) Where employees are scheduled to work either Saturday or Sunday, scheduling shall be done as equitably as possible.

9.10 <u>Shift Premium Pay</u>

- a) Effective April 1, 2009 a premium of three dollars and seventy-five cents (\$3.75) per hour shall be paid to each employee for each hour or part of an hour worked after 1500 hours, when the majority of the days work assignment falls between 1500 hours and 0800 hours or when the hours of work are equal before and after 1500 hours.
- b) Employees working shifts longer than seven and one half (7½) hours shall be paid a shift premium for each hour worked between 1700 and 0800 hours.
- c) Shift premium shall be paid in addition to any other premium pay

9.11 Weekend Premium Pay

- a) Effective April 1, 2009 a weekend premium of three dollars and ten cents (\$3.10) per hour shall be paid for each hour worked between 0001 Saturday and 2400 Sunday. Where an employee is receiving overtime pay, the weekend premium will not apply.
- b) Weekend premiums shall be paid in addition to any other premium pay.
- 9.12 The Employer shall provide at least eight (8) hours off duty between the cessation of work one day and the commencement of work the next day. When an employee is required to work with less than eight (8) hours of rest between work days, she shall be paid at two times (2X) her regular rate of pay for all hours worked during all work days not preceded by at least eight (8) hours off duty.

9.13 Telephone Consultation

An employee on standby, who after leaving work, receives a work-related telephone call to provide off-site assistance and which does not involve a return to the workplace shall be paid for one quarter (1/4) hour at her regular rate of pay for calls less than one quarter (1/4) hour in duration. Should a phone call or series of phone calls extend beyond one quarter (1/4) hour, the employee shall be paid for each one quarter (1/4) hour or portion thereof at her regular rate of pay.

9.14 Split Shifts

- a) Insofar as the regular operation of the Centre permits, full-time Employees will not be scheduled to work split shifts.
- b) Employees working a split shift shall receive shift premium as specified in Article 9.10 for all hours worked after 1500 hours.
- The Employer will endeavor to schedule work within a twelve (12) hour period calculated from the first hour worked each day.
- d) When employees work beyond the twelve (12) hour period referred to in c) above they shall be entitled to overtime rates in accordance with Article 9.02.
- e) Employees who are scheduled or required to work a split shift shall not be scheduled for less than three (3) hours in each portion of the shift.
- f) Hours shall not be split into more than two (2) portions.
- g) Split shifts on mobile clinics will only be implemented with prior mutual agreement between the Employer and the Union.

ARTICLE 10 - REST & MEAL PERIODS

10.01 a) **Employees working a shift of:**

- i. At least four (4) hours shall be provided one (1) fifteen (15) minute paid rest period.
- ii. At least six (6) hours shall be provided two (2) fifteen (15) minute paid rest periods.
- iii. Twelve (12) hours or more shall be provided three (3) fifteen (15) minute paid rest periods.
- b) An Employee who is required to remain on duty or is recalled to duty during her fifteen (15) minute rest period shall receive such time later during the shift or she shall be paid at the rate of time and one half (1.5) of her basic rate of pay for such lost time.
- 10.02 All shifts of at least five (5) consecutive hours are to have a minimum scheduled unpaid meal period of thirty (30) minutes to be

taken during the shift, unless the Employer permits the Employee to eat while working.

- 10.03 All shifts of at least ten (10) consecutive hours are to have a second scheduled unpaid meal period of thirty (30) minutes to be taken during the shift, unless the Employer permits the Employee to eat while working.
- 10.04 In the event the employee is recalled to work from her scheduled unpaid meal period, the employee shall be paid for the lost meal period or portion thereof at the rate of time and one-half (11/2) outside the averaging period.

ARTICLE 11 - PAID PUBLIC HOLIDAYS

11.01 The following days shall be considered as paid public holidays for the purpose of this agreement:

New Year's Day

Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Saskatchewan Day

National Day for Truth & Reconciliation
Labour Day
Thanksgiving Day
Remembrance Day
½ day on Christmas Eve
Christmas Day
Boxing Day

1/2 day on New Year's Eve

The Employer further agrees that all other holidays so proclaimed as holidays by Federal or Provincial Government authorities shall also be considered as paid public holidays.

- On each paycheque, other than full-time employees shall be paid, in addition to their regular rate of pay, **five point two six (5.26%)** per cent of their regular earnings (excluding overtime hours, premiums and allowances) in lieu of scheduled paid holidays.
- 11.03 Should any of the paid public holidays listed above fall on a Saturday or on a Sunday, the preceding Friday or the following Monday shall be deemed to be the paid public holiday as designated by the Employer, unless such designation is prohibited by applicable legislation. Such designation shall be made in January of each year for the ensuing twelve (12) month period **and posted electronically**. The aforementioned provisions shall apply unless otherwise mutually agreed to between the Employer and the **Union**.
- 11.04 An employee who is scheduled to work on a paid public holiday as defined in

Article 11.01 shall be paid at the rate of time and one-half $(1\frac{1}{2})$ her regular rate of pay for all hours worked.

Full-time employees shall receive time off with pay equivalent to the hours worked on the paid public holiday. Such time off to be scheduled within four (4) weeks before or after the week in which the holiday occurs or on a day mutually agreeable to the Employer and the employee.

When any paid public holiday as set out in 11.01 falls on a full-time employee's regular day(s) off, she shall receive equal time off with pay.

When a paid public holiday occurs during a full-time employee's vacation, an extra day's vacation shall be granted in conjunction with her vacation or within a four (4) week period before or after the date on which the paid public holiday occurred.

In accordance with Article 9.05 a) the half ($\frac{1}{2}$) day on Christmas Eve and the half ($\frac{1}{2}$) day on New Year's Eve may be combined into one full paid public holiday to be observed on either day (subject to 11.03 above), as mutually agreed between the Employer and the employee. The other day shall be scheduled as a regular workday.

Failing mutual agreement the Employer reserves the right to schedule employees in accordance with the foregoing subject to operational requirements.

ARTICLE 12 - ANNUAL VACATIONS

- 12.01 a) "Vacation" means annual vacation with pay.
 - b) Effective April 1, 2002, years of service for the purpose of calculating vacation entitlement for all employees shall be calculated from the last date on which the employee entered the service of the Employer. There shall be no pro-rating of years of service to determine when an employee moves from one rate of accrual to another. (ie: 3 to 4 weeks, 4 to 5 weeks, etc.)
- 12.02 All full-time employees shall be granted paid vacation as follows:
 - a) up to three years of service, three weeks (1 1/4 days per completed month of service);
 - b) following completion of three years of service, four weeks (1 2/3 days per completed calendar month of service);
 - c) following completion of fourteen (14) years of service, five weeks (2 1/12 days per completed calendar month).

- d) following the completion of twenty four (24) years of service, six weeks (2.5 days per completed calendar month of service).
- e) employees terminating their employment before the completion of any month of service will have their vacation entitlement for that month pro-rated.
- f) After 12 calendar months of continuous service employees may apply for annual vacation without pay up to their vacation entitlement (3 weeks, 4 weeks or 5 weeks).
- g) Effective April 1, 2007, regular part-time employees shall be granted paid vacation on a pro-rata basis in accordance with a), b), c), d) and e) above.

Temporary employees shall be paid six per cent (6%), eight per cent (8%), ten per cent (10%), or twelve per cent (12%) of their gross earnings, as applicable based upon years of continuous service, on each cheque in lieu of annual vacation. Casual employees shall be paid six per cent (6%) of their gross earnings on each cheque in lieu of annual vacation.

- 12.03 Employees vacation year shall be from April 1st. to March 31st. of the subsequent year subject to the following:
 - a) Employee requests for vacation must be submitted in writing to her supervisor by March 1st of each year. Employees shall have the right to submit up to three (3) preferences for vacation periods. Vacation schedules shall be posted by the Employer no later than March 31st. Once posted these dates cannot be changed without the mutual consent of the Employer and the employee. All other requests for vacation must be submitted in writing four (4) weeks in advance and the Employer shall grant such requests where possible subject to operational requirements of the Employer.
 - b) In the event of conflicts seniority shall prevail, provided that assertion of seniority can no longer be exercised by any senior employee to take over a junior employee's scheduled annual vacation after March 1st. In the event that an employee's first choice is unavailable their second choice shall be treated as a first choice with respect to junior employee's requests. Third choices shall be treated in the same manner.
 - c) Employees who request vacation outside of the provisions of Article 12.03 a) shall do so in writing to their Supervisor. The Supervisor shall respond in writing to such requests within fourteen (14) calendar days of the receipt of the request.

- d) Employees who do not request their vacation periods by September 1 of each year shall be advised of any remaining hours that need to be scheduled. In the event the Employee's vacation periods have not been scheduled by October 1, the Employer and Employee shall meet to discuss and endeavor to confirm her scheduled vacation periods.
- e) For the purposes of this Article, a vacation period shall mean any vacation period scheduled. In other words, there shall be no minimum threshold of vacation time required to qualify as a vacation period.
- 12.04 Employees may draw vacation days in advance not to exceed entitlement for the current vacation year. Should any employee terminate prior to completing the service requirement to reach such advanced days, an appropriate deduction at her current salary rate shall be made from her final cheque.
- 12.05 Where, in respect of any period of vacation leave, an employee:
 - a) is granted bereavement leave, or
 - b) is granted sick leave for an illness which confines the employee for a duration of more than four (4) days, and upon submission of a medical certificate substantiating proof of such illness, or
 - c) is granted other approved leave of absence.

The period of vacation so displaced shall either be added to the vacation period requested by the employee and approved by the Employer or reinstated for use at a later date.

- 12.06 The vacation entitlement contained herein will be taken by all employees annually, provided that exception (vacation deferment to the following year) may be allowed, if operational requirements will permit such deferment, on the basis of the following requirements:
 - a) A written application shall be submitted by the employee to her immediate supervisor no later than the last day of December of the year requesting such deferment. The application shall indicate when the deferred vacation is preferred to take place.
 - b) Employees shall be allowed to defer no more than two (2) weeks of vacation.
 - c) Such request for vacation deferment may only be considered favourably once every two (2) years (i.e., from last approved deferment).

- d) Such deferred vacation may only be taken in the subsequent year after all other employees in the affected department have been given preference.
- 12.07 An employee who is called back from her annual vacation shall be paid at the rate of two times (2X) their regular rate of pay for all hours worked. Vacation days, 7.5 hours per day, worked shall be rescheduled.
- 12.08 Applicable to Regular Full-Time and Regular Part-Time Employees Only:

At the end of the vacation year, the employer shall calculate three fifty-seconds (3/52nds), four fifty-seconds (4/52nds), five fifty-seconds (5/52nds), or six fifty-seconds (6/52nds) of the employee's gross earnings during the vacation year as determined by the employee's eligibility for annual vacation. Gross earnings shall include all remuneration paid to employees except transportation allowance, meal allowance and allowances under Article 17. Should this amount be greater than:

i) Vacation Credits Employee's regular
Earned in accordance X rate of pay at the = Vacation Pay
with Article 12.02 time of taking vacation

the employee shall be paid the difference.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 <u>Leave without Pay</u>

Wherever possible, and insofar as the regular operation of the Centre will permit, leave of absence without pay shall be granted to the employee provided the employee furnishes reasons for requiring such leave.

All requests for leave of absence must be submitted in writing to the immediate supervisor at least four (4) weeks in advance, except in extenuating circumstances, and the employee shall forward a copy of the request to the **SEIU-West Saskatoon** Office **or the SEIU-West Moose Jaw Office as appropriate**.

The Employer shall respond, in writing, to written requests for leave of absences within fourteen (14) calendar days of the receipt of the request.

Entitlement to insured benefits for employees who are on leave of absence without pay shall be governed by the provisions of Article 13.11 b) c) and d).

13.02 Paid Bereavement Leave

- a) A regular full-time employee shall be granted leave without loss of pay and benefits in the event of death of her father, mother, spouse (common-law included), son, daughter, sister, brother, mother-in-law or father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, and guardian, fiancé, or some other person with whom the employee has had a similar relationship, up to a maximum of three (3) consecutive working days with full pay.
- b) Up to two (2) additional working days off with pay shall be added if travel in excess of 500 kilometres in one direction is required for the above purposes.
- c) The employee may also request vacation, banked lieu time, or unpaid leave of absence as may be required.
- d) Regular part-time and temporary employees shall be entitled to bereavement leave as outlined in a) through d) above, however, paid time off shall be limited to their posted scheduled hours of work.

13.03 Serious Illness Leave

The purpose of Serious Illness Leave is for the employee to access time away from work, without loss of pay and benefits in the case of serious illness in the employee's immediate family (namely: parents, spouse, children, father-in-law, mother-in-law, grandparents, sister, brother and grandchildren only) which requires the attention of the employee.

Employees shall be granted 45 hours per fiscal year regardless of status. This benefit shall not accumulate from year to year.

The employee will be expected to identify the family member, the amount of time that is required, and may be required to provide proof of illness.

Employees shall be eligible for this benefit upon successful completion of the probationary period. Their benefit will be calculated on the basis of three point seven five (3.75) hours for each month or portion thereof for the remainder of the entitlement period.

The employee may also request vacation, banked lieu time, or unpaid leave of absence as may be required.

13.04 Union Leave

- a) Wherever possible and insofar as the regular operations of the Centre will permit a maximum of four (4) employees shall be granted leave of absence without pay to attend to Union business, and conventions or seminars. The Union shall provide as much advance notice as possible of such leave of absence. The Employer shall continue to pay normal salary and benefits to employees accessing Union Leave and shall invoice the Union for reimbursement. The Union shall make full reimbursement for Union Leaves.
- b) With the approval of the Manager, Human Resources or designate three (3) employees shall be granted leave without loss of pay to attend negotiation with the Employer. No more than two (2) employees from a classification.

13.05 Medical Care Leave

An employee who is unable to make the necessary arrangements for medical/dental appointments and annual eye examinations for themselves or their children outside of scheduled work time, shall be granted time off with pay. Such time shall not exceed fifteen (15) working hours per year except in extenuating circumstances. Where extenuating circumstances exist, such time in excess of fifteen (15) hours shall be deducted from sick leave credits. A written request for this time off shall be submitted by the employee to her supervisor at least four (4) weeks in advance. On request, employees will be required to show proof of such care.

13.06 Maternity Leave

Unpaid leave of absence shall be granted to an employee for maternity, provided that she provides a medical certificate confirming the pregnancy and showing the probable date of delivery. An employee must apply for the leave of absence, no later than twenty-eight (28) days in advance, except in extenuating circumstances:

a) the length of the leave of absence shall be for a period not to exceed eighteen (18) consecutive months

If an employee's original request for maternity leave was less than eighteen (18) months, she shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed eighteen (18) months.

- In extenuating circumstances, where in the opinion of a medical practitioner such action is advisable the leave shall be further extended.
- b) Such leave shall be granted with assurance that the employee will resume employment in the same position or in a comparable position.
- c) Notice of intention to return to work, or request for change of length of the leave of absence must be forwarded to the Employer fifteen (15) days prior to the expiration of the leave. An employee may submit only one (1) request for a change of length of leave of absence.
 - The Employer is not required to allow an employee to resume her employment until after the expiration of the fifteen (15) days notice.
- d) An employee unable to perform her regular duties but able to perform other work shall, where possible, without affecting the seniority rights of other employees, be permitted to do so at the appropriate rate of pay for the position she is filling.
- e) An employee who is pregnant during her period of service with the Centre shall have access to sick leave credits for illness or disability which may arise during pregnancy while she continues active duty at the Centre. Access to sick leave credits shall be made available in accordance with the rules and regulations outlined under Article 14.
- f) An employee granted leave under this Article shall not earn vacation credits, sick leave credits or paid public holiday pay for the period so granted. The employee shall earn seniority for the entire leave.

13.07 Adoption Leave

- a) An employee shall be granted leave without pay to a maximum of eighteen (18) months at the time of adopting a child.
- b) If an employee's original request for adoption leave was less than eighteen (18) months, she shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed eighteen (18) months.
- c) Notice of intention to return to work or request for change of length of leave of absence, must be forwarded to the Employer fifteen (15) days prior to the expiration of the leave.
- d) The Employer is not required to allow an employee to resume her employment until after the expiration of the fifteen (15) days notice.
- e) An employee granted leave under this Article shall not earn vacation credits, sick leave credits or paid public holiday pay for

the period so granted. The employee shall earn seniority for the entire leave.

13.08 Parental Leave

Upon request, an employee whose spouse is expecting a child shall be granted up to thirty-seven (37) weeks unpaid leave which can be taken during the three (3) months before or during the twelve (12) months after the birth of the child.

An employee must apply for the leave of absence, not later than twenty-eight (28) days in advance, except in extenuating circumstances.

- a) If an employee's original request for parental leave was less than 37 weeks, the employee shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed 37 weeks.
- b) Notice of intention to return to work or request for change of length of leave of absence, must be forwarded to the Employer fifteen (15) days prior to the expiration of the leave.
- c) The Employer is not required to allow an employee to resume employment until after the expiration of the fifteen (15) days notice.
- d) An employee granted leave under this Article shall not earn vacation credits, sick leave credits or paid public holiday pay for the period so granted. The employee shall earn seniority for the entire leave.

13.09 Access to Lay-off and Re-employment

In the event an employee is on Maternity Leave, Adoption Leave or Parental Leave and is affected by lay-off, the employee shall be afforded access to the provisions of Article 21 (Lay-off and Re-employment).

13.10 Maternity / Parental / Adoption Supplemental Employment Benefit (SEB)

The employer will implement a Supplemental Employment Benefits Plan effective November 13, 2006. Employees commencing maternity or parental/adoption leave on or after November 13, 2006 will receive the Supplementary Employment Benefits if they meet eligibility requirements.

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 her/his 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.

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

- SEB payments will be based on the regular weekly rate of pay in the employee's home position.
- The regular weekly rate of pay shall be determined by multiplying the employee's regular weekly work hours by the regular hourly rate on the last day worked prior to the commencement of the leave and excludes overtime, premiums and allowances.

- Regular weekly work hours for regular part-time employees shall be determined by calculating the average regular hours paid per week over the twenty (20) weeks preceding the commencement of the leave.
- Salary changes with an effective date during the leave will not result in an adjustment to the SEB payment.

13.11 Continuation of Benefits During Leave Without Pay

- a) During any period of Maternity leave or Adoption leave or Parental leave the Employer will keep in effect the employee's Staff Benefit Plans (Article 16.01) provided the employee arranges with the Employer prior to the commencement of her leave for the prepayment of the employee's share of the premiums. The Employer shall continue to pay its share of the premium.
- b) Except as outlined in a) above, during any period of leave of absence without pay of more than one (1) month's duration including lay-off, the Employer shall keep in effect the employee's Staff Benefit Plans (Article 16.01) for a period of twelve (12) months, provided the employee arranges with the Employer prior to the commencement of her leave for the prepayment of the full premiums (Employer and employee portions) of those staff benefits in which she is participating at the time the leave commences.
- When a leave of absence without pay is longer than one (1) month in duration, employees will not accrue seniority except as outlined under Article 8.02, vacation or sick leave during the entire period of leave of absence without pay. The employee's annual increment, vacation and sick leave entitlement date shall be adjusted by the same amount of time as the leave of absence without pay.
- d) During any period of leave of absence without pay employees shall be eligible to make pension contributions in accordance with the terms outlined in the Pension Plan document.
- e) Employees shall not be entitled to pay for public holidays occurring, as set out under Article 11.01 of this agreement, during leaves of absence without pay.

13.12 Wedding Leave

The Employer shall grant full-time employees three (3) consecutive working days off with pay during the week immediately prior to her marriage or thereafter, subject to four (4) weeks written notice in advance. The leave may be added to any period of annual leave available, or may be taken separately at the employee's option, in any case the said leave must be taken by no later than April 30th of the subsequent year. Twelve (12) paid hours wedding leave will be granted to regular part-time and temporary employees.

Employees shall not be entitled to this leave while serving the probationary period.

13.13 <u>Jury or Witness Duty</u>

A regular full-time employee subpoenaed to appear in court as a member of a jury or as a witness shall be paid the difference between the pay received for such court service and the pay the employee would have normally received if she had been working based on her regular rate of pay. The employee shall notify the Employer immediately upon the employee's receipt of the subpoena from the court.

Regular part-time and temporary employees shall be entitled to jury or witness duty leave as outlined above, however, paid time off shall be limited to their posted scheduled hours of work.

13.14 Compassionate Care Leave

The Employer shall provide unpaid Compassionate Care Leave for an employee to provide care or support to a gravely ill family member with a significant risk of death in accordance with *The Saskatchewan Employment Act*.

An employee may apply for Leave of Absence in accordance with Article 13.01 upon expiry of her Compassionate Care Leave, and in this case shall continue to accrue seniority in accordance with Article 8.02.

ARTICLE 14 - SICK LEAVE

14.01 Regular part-time employees shall continue to accrue sick leave credits in accordance with Article 14.02 below up to and including November 12, 2006. Effective November 13, 2006, regular part time employees will cease to accrue sick leave credits under Article 14.02, and will accrue and utilize credits under the sick leave plan described in Article 14.03 - Article 14.13

Sick leave credits accrued under Article 14.02 but not used prior to November 13, 2006 shall be utilized, as required, in accordance with Article 14.02. These sick leave credits shall be utilized until all such accrued credits are exhausted. Sick leave credits accrued under Article 14.07 shall not be utilized until the banked credits accrued under Article 14.02 have been exhausted.

14.02 Sick Leave

a) Regular part-time employees shall accrue sick leave credits at the rate of one and one-half $(1\frac{1}{2})$ days per calendar month pro-rated to the number of hours the employee worked during each calendar month

- to a maximum accumulation of 120 working days. Temporary employees will not be entitled to sick leave benefits.
- b) Employees must observe the regulations outlined in Article 14.04 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 her posted scheduled hours of work, payment from the sick leave banks will be based on the average number of paid hours in the previous twenty-six (26) weeks.
- d) A full-time employee transferring to a part-time position shall retain accumulated sick days up to a maximum of 120 days (sick days accrued at 75% and 66-2/3% will be converted to 100% (e.g., 5 days @ 75% = 3.75 days @ 100%).
- e) A regular part-time employee who is transferred to a full-time position shall be placed on the sick leave schedule outlined in Article 14.07, less appropriate adjustments for sick time taken, based on her accrued seniority at the time of transfer. One year of seniority shall equal 1950 hours worked.
- f) Upon termination of employment, all accumulated sick leave benefits shall be cancelled and no payment shall be due therefore.
- 14.03 Regular full-time and regular part-time employees shall continue receiving their regular wages during absence due to illness in accordance with the plan as set forth in this Article.
- 14.04 The employee must observe all of the following regulations to obtain the benefits available:
 - a) Notify the supervisor or her designate, of sickness or accident as soon as possible on the first day of disability. In case of a delay in the receipt of such notification, the employee shall not be entitled to these sick leave benefits for absence prior to receipt of such notification unless the delay is shown to have been unavoidable.
 - b) Furnish medical certificates as may be required by the Employer indicating the nature of the disability.
 - c) Report to the Employer before making any change in usual place of residence or address during disability.
 - d) The employee shall report to her immediate supervisor or designate upon resuming her duties.

e) Where the Employer requires the completion of an Employer Treatment Provider Form, the Employer shall reimburse the Employee for the full cost.

14.05 The amount of credit a regular full time 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. The amount of credit a regular part time employee has at a particular date is based on the employees length of continuous service in completed years calculated from no earlier than November 13, 2006 to that date, less any benefits the employee has received in the previous five (5) year period.

14.06 A regular part-time employee who is transferred to a full-time position shall be placed on the sick leave schedule outlined in Article 14.07, less appropriate adjustments for sick time taken, based on her accrued seniority at the time of transfer. One year of seniority shall equal 1950 hours worked.

14.07 For the purpose of accruing sick leave credits in hours, one day shall equal 7.5 hours. 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
Less than 1 year	5 days	5 days	
On the first calendar day after 3 months continuous			
service has been complete	ed		65 days
1 year 2 years 3 years 4 years	10 days 15 days 20 days 25 days	20 days 35 days 50 days 65 days	45 days 25 days 5 days
5 years	30 days	80 days	
6 years 7 years 8 years 9 years 10 years	35 days 40 days 45 days 50 days 55 days	95 days 110 days 125 days 140 days 155 days	
11 years 12 years 13 years 14 years	60 days 65 days 70 days 75 days	170 days 185 days 190 days 185 days	

15 years	80 days	180 days
16 years	85 days	175 days
17 years	90 days	170 days
18 years	95 days	165 days
19 years	100 days	160 days
20 years	105 days	155 days
21 years	110 days	150 days
22 years	115 days	145 days
23 years	120 days	140 days
24 years	125 days	135 days
25 years	130 days	130 days

- 14.08 A regular part-time employee shall be entitled to sick leave credits in direct relation to her paid hours compared to that of a full-time employee. There shall be no prorating of years of service.
- 14.09 When an employee at the time sick leave commences has, through earlier use of sick leave, less than 75 days in her sick leave bank, additional sick days will be provided, if required, in order to bring total period available to 75 days at not less than 66 2/3% pay.
- 14.10 When an employee returns to active employment following a period of sick leave as provided under 14.05 above, credits up to a maximum of 75 days of 66 2/3% will again be made available after the following intervals:
 - a) one month after return to active employment in the case of an new disability; and
 - b) three months after return to active employment in the case of a recurrence of the same disability.
- 14.11 A regular part-time employee shall have access to utilize accrued sick leave credits for any shifts scheduled in advance. A regular part-time employee who becomes unavailable for duty due to illness or injury for any time period in excess of the schedule as posted and confirmed shall have access to accrued sick leave credits based on the average number of paid hours in the previous twenty-six (26) weeks until such time as her sick leave credits expire or she is available for work.
- 14.12 Sick leave credits made available under Articles 14.09 and 14.10 are not to be accrued in the employee's sick bank for future use.
- 14.13 Upon termination of employment all sick leave shall be cancelled and no payment shall be due therefore.

14.14 The Employer agrees to provide a report to an Employee, on request, showing her accumulated sick leave credits.

ARTICLE 15 - HOTEL ACCOMMODATIONS AND MEAL ALLOWANCE

- 15.01 Employees working outside the city limits of Regina or Saskatoon on overnight Clinics shall be provided with reasonable hotel or motel accommodations by the Employer at no cost to employees. Employees shall be lodged a maximum of two (2) to a room. Single accommodation will be provided, where available, to those Employees who request it at a shared cost (50/50) between the Employer and the Employee. Such accommodation must be booked by the Employer.
- 15.02 Employees who are working on clinics outside the city limits shall receive a meal allowance as follows:

Breakfast **\$ 7.75** Lunch **\$12.20** Supper **\$17.55**

The employee will not be required to produce receipts for meals.

- 15.03 When employees are required to work outside the city but are not required to stay out of town overnight, the employee shall receive only the allowance for meals that their work schedule shall require at the same rates as indicated in 15.02 above.
- 15.04 A claim for meal allowance can be made for:
 - a) breakfast, if the time of reporting to work prior to departure is before 7:30 a.m. or the completion of shift is later than 8:30 a.m.;
 - b) lunch, if the time of reporting to work prior to departure is earlier than 11:30 a.m., or the completion of shift is later than 12:30 p.m.;
 - c) supper, if the time of reporting to work prior to departure is earlier than 5:30 p.m., or the completion of shift is later than 6:30 p.m.
- 15.05 Employees returning from overnight mobile clinics prior to 12:30 p.m. and who are required to work at the Centre, will be provided with the lunch allowance referred to in Article 15.02.

ARTICLE 16 - BENEFITS PROGRAM

16.01 Benefits

- a) Regular full-time Employees covered by this Collective Agreement shall participate in the current Accidental Death and Dismemberment Plan, Group Life Insurance Plan, Dental Plan and Long Term Disability Insurance Plan on the same cost sharing basis as currently in effect and subject to the eligibility requirements, rules and regulations of the program.
- b) Regular part-time Employees hired to work an average of eighteen point seven five (18.75) hours per week or more shall participate in the benefits plan applicable to Full-time Employees subject to the regulations and requirements of the Plans.

Employees who work an average of less than eighteen point seven five (18.75) hours per week, shall be covered by the provisions, rules and regulations of the Provincial Legislation.

- c) i) Subject to the enrolment rules and regulations and other requirements of the Insurer and the Employer for group participation, the Employer shall continue to sponsor the existing Extended Health Plan for employees.
 - ii) Effective the 1st of the month following the date of ratification of this agreement, by the Union, the Employer shall pay 100% of the total premium cost for each participating employee.
- d) The Employer shall provide an Extended Health Plan, including Vision Care, and shall pay 100% of the total premium cost for each participating employee, subject to the eligibility requirements and other rules and regulations of the plan.
- e) Long term disability benefits shall be provided to all employees who meet the following requirements:

Benefits will be accessible to all full-time employees or other than full-time employees who work on average eighteen point seven five (18.75) per week or greater.

For other than full-time employees, the determination of eligibility will be made by the Employer on December 31 each year, based upon the formula requiring that the employee has worked a minimum of 487.5 hours of work in the preceding twenty six (26) week period.

- f) Employees on L.T.D. will cease to accrue vacation, sick leave and will not be entitled to named holidays occurring during such absence.
- g) The Employer may at any time substitute another carrier or carriers to underwrite the staff benefits program, provided that the benefits are not reduced.
- h) If the employee does not qualify for insured benefits the employee will be so notified in writing by the Employer.

16.02 Pension Plan

Canadian Blood Services Employees represented by the Service Employees International Union 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 Pension Plan, in accordance with the provisions of the plan selected by the employee.

16.03 Retiree Benefits

The Employer agrees to make available information regarding retiree benefits to all employees prior to their effective retirement date.

ARTICLE 17 - UNIFORMS

- 17.01 The Employer may provide uniforms or payment as follows:
 - a) The employee, at time of hire or on commencement of working as, **Donor Care Associates**, Phlebotomists and Donor Service Representatives shall be provided with an allowance of \$220.00 plus applicable taxes to cover the cost of uniforms according to the Centre's uniform policy.
 - Thereafter, on each anniversary date, full-time **Donor Care Associate**, Phlebotomists and Donor Service Representatives shall be provided with an annual allowance of \$160.00 plus applicable taxes and part-time, temporary and casual **Donor Care Associates**, **Phlebotomists and Donor Service Representative** shall be provided with an annual allowance of \$80.00 plus applicable taxes to cover the cost of uniforms according to the Centre's uniform policy.
 - b) The employee at time of hire, or on commencement of working as a Laboratory Assistant shall be provided with an allowance of \$175.00 plus applicable taxes to cover the cost of uniforms according to the Centre's uniform policy.

Thereafter, on each anniversary date, full-time Laboratory Assistant shall be provided with an annual allowance of \$122.50 and part-time, temporary and casual Laboratory Assistant shall be provided with an annual allowance of \$70.00 plus applicable taxes to cover the cost of uniforms according to the Centre's uniform policy.

c) The Employer agrees to cost share on a 50/50 basis any initial alteration costs that may be required, subject to submission of a receipt within 30 days.

17.02 **Reimbursement for Gloves (Drivers)**

All drivers shall be provided with an annual allowance to defray the cost of gloves. This allowance shall be paid on, or on the pay date closest to, September 30th of each year.

Effective the date of ratification, the allowance shall be sixty (\$60.00) dollars.

The Employer maintains it will continue to provide safety boots according to its current practice.

ARTICLE 18 - BULLETIN BOARDS

18.01 The Employer shall provide the Union with a bulletin board for the exclusive use of the Union. This bulletin board shall be placed so that employees covered by this agreement shall have ready access to it. The Union shall have the right to use this space to post notices of meetings and any other notices as may be of interest to the employees. All notices posted shall bear the signature of a Union official.

ARTICLE 19 - SPECIAL PROVISIONS

19.01 <u>Employee Performance Review/Access to Personnel File</u>

a) <u>Employee Performance Review</u>

When a review or appraisal of an employee's work performance is made, the employee concerned shall be given the opportunity to read and discuss the document. The employee shall be required to sign an acknowledgment that they have been given an opportunity to read the document and shall upon request be provided with a copy. Such

signature shall not constitute an agreement with the contents of the document.

An employee performance appraisal or review is not a disciplinary meeting.

The employee shall have the right to respond in writing to such appraisal or review within fourteen (14) calendar days and such response shall become part of the record.

b) Access to Personnel File

The Employer shall allow an employee to review their employee file (excluding employment references) provided they make prior arrangements with the Human Resources Manager or designate. Any errors or inaccuracies on an employee's file shall be removed.

19.02 <u>Personal Property Damage</u>

An employee's personal property loss or damage by the action of a donor or volunteer shall be replaced or repaired at the expense of the Employer up to a maximum of \$500.00, subject to integration with 100% coverage by the Workers' Compensation Board, provided that reasonable proof of the cost and cause of such damage is submitted by the Employee in writing to the Human Resources representative within one (1) calendar week, except in extenuating circumstances, of such loss or damage.

19.03 <u>Management-Union Joint Committee</u>

At either party's request, a joint committee shall be set up to deal with such matters of mutual concern as may arise from time to time in the operation of the Centre.

- a) The Committee shall be composed of equal representatives of the Employer and the Union.
- b) The Committee shall meet as and when required upon written request of either party to the other within fourteen (14) calendar days unless mutually agreed otherwise.
- c) Time spent at Management Union Joint Committee Meetings shall be paid at the employee's straight time hourly rate of pay.

19.04 Payment of Wages

a) The basic hourly rate of pay for all employees shall be as indicated under Schedule A of this Agreement.

b) The employer will schedule paydays on alternate Fridays, or a day earlier but only insofar as practicable.

ARTICLE 20 - FILLING OF VACANCIES, TRANSFERS AND TERMINATIONS

20.01 <u>Posting of Vacancies</u>

- a) All vacancies or newly established positions within the scope of the bargaining unit shall be posted on the Employer's internet and intranet sites for at least seven (7) calendar days and employees may apply for such vacancies using the Employer's electronic application process. Copies of all such postings shall be forwarded to the local Union at the Centre and the SEIU-West Staff Representative. When the appointment has been made, the local Union and the SEIU-West Staff Representative will be notified of the appointee's name and the department concerned. All applicants shall be informed of the results of the competition.
- b) Job postings shall include the following:
 - Position title;
 - A brief description of duties and responsibilities and qualifications required;
 - Status (Full-time or other-than-full-time position).
 - FTE i.e. 0.4 and average hours bi-weekly
 - Rate of Pay
 - Closing Date
- c) The Employer will not appoint or hire an applicant who does not possess the qualifications specified on a job posting. Should the Employer be unsuccessful in obtaining applicants with the qualifications required in the posting of a position, and determines the position can be filled with qualifications different than those specified on the original job posting the position shall be reposted and filled in accordance with Article 20.
- d) Letter of Appointment

The Employer shall provide employees upon employment with a letter of appointment stating their employment status and the number of hours they will receive bi-weekly averaged over a six (6) week period.

20.02 <u>Filling of Vacancies</u>

a) Probationary employees who are successful in bidding for a different classification will be required to complete the probationary period set out under Article 7.01, and the provisions of Article 20.03 will concurrently apply to such employees.

- b) Employees shall be eligible to bid for such vacant positions via the Employer's application process. Vacancies shall be filled on the basis of seniority provided the applicant possesses the necessary qualifications required to fill the position and the ability to perform the work. Such vacancies shall be filled whenever possible by employees of the Employer.
- c) Whenever possible, an employee selected from the posting procedure shall commence the job within four (4) weeks after the closing date of the posting, unless mutually agreed otherwise.

20.03 Trial Period

An employee who is reclassified, transferred or promoted shall be considered on trial in her new position for a period of three hundred (300) hours worked. The trial period shall commence immediately following the date of appointment to the new position. The parties may mutually agree to extend the trial period on one occasion up to an additional three hundred (300) hours worked. It is agreed that the circumstances warranting the extension, the duration of the extension, and the improvements expected by the Employer must be communicated in writing to the employee prior to the expiration of the original trial period. A copy shall be forwarded to the Local Union Office.

During the trial period, the employee may be returned to her former position if not considered capable, or may request to be returned to the position formerly held without loss of seniority and at her former rate of pay.

20.04 <u>Temporary Transfers</u>

- i) When an Employee is temporarily assigned to a higher paid position within the bargaining unit for a period of three (3) working days or longer the Employee shall be paid, in addition to her regular rate of pay, **one dollar (\$1.00)** per hour for the entire period so worked.
- ii) When an employee is temporarily assigned to a higher paid position outside the bargaining unit for a period of one (1) working day or longer the employee shall be paid, in addition to her regular rate of pay, **one dollar and twenty five** cents **(\$1.25)** per hour for the entire period so worked.
- iii) When an Employee is assigned to a classification with a lower pay range, she shall continue to receive her own higher rate of pay.

20.05 Promotion and Reclassification

- a) Promotion shall mean movement from a lower salary schedule to a higher salary schedule.
- b) The salary of an employee promoted or reclassified to a higher classification within the bargaining unit shall be advanced to that step in the new schedule which is next higher than her current salary rate or to that step on the new salary schedule which is next higher again, if the salary increase which would result is less than the employee's next annual increment on her old schedule. If the employee is at the maximum of her current salary schedule the employee will be advanced to a step in the new salary schedule which would result in a salary increase equivalent to her last annual increment in her current classification. However, such increase will not provide a salary rate which will exceed the maximum of the new salary schedule.
- c) Relevant past experience either outside or within the Centre shall be assessed and shall be given due credit by the Employer in determining the employee's starting level.
- d) An Employee who transfers to a lower paying classification shall be placed on a step in the new scale in accordance with her years of Employment with the Employer.

20.06 Increments

- a) Full-time employees (including temporary) shall be eligible for annual increments from their date of employment, promotion or reclassification.
- b) Part-time employees (including temporary) and casual employees shall be eligible for increments calculated on the basis of 1950 hours worked from their date of employment, promotion or reclassification.

20.07 <u>Creation of New Classifications or Changes to Existing Classifications</u>

a) New Classifications:

Where the Employer creates a new classification not included in Schedule A, the Employer shall establish the job description and wage rate and give written notice to the Local Union office. The parties shall meet within thirty (30) days to determine by mutual agreement whether the classification falls within the scope of the Bargaining Unit and to negotiate a rate of pay. If the parties are unable to reach agreement

regarding scope, the matter will be referred within 20 days to the Labour Relations Board.

- i. Should such meeting result in a revision to the wages, the revision shall be retroactive to the date of implementation of the classification unless otherwise mutually agreed.
- ii. Where an employee and/or the union feels a position is incorrectly classified, a written request to review the classification shall be directed to the Human Resources Manager. The Human Resources Manager shall reply in writing within twenty (20) days.

b) <u>Changes to Existing Classifications:</u>

- i. Where the Employer has made significant changes to the content or qualifications of any existing classification or positions the Local Union office shall be notified in writing of the changes and provided a copy of the revised job description.
- ii. Where an employee and/or the union feels a position is incorrectly classified, a written request to review the classification shall be directed to the Human Resources Manager. The Human Resources manager shall reply in writing within twenty (20) days.
- iii. Either party may request a meeting to discuss the changes as referred to in points b)i) and ii) above. Any changes to the rate of pay resulting from the discussions shall be retroactive to the time the written request was first filed by the employee and /or union or the date on which the Employer implemented the changes.
- iv. If within twenty (20) days following the final discussion, the parties are unable to agree on the rate of pay, such matter may be submitted at the second step of the grievance procedure. Failing resolution at the second step, the grievance may be referred to arbitration in accordance with Article 6 of the Collective Agreement.

c) <u>Current Job Descriptions:</u>

The Employer shall provide copies of current job descriptions to the Union upon request.

As a general practice, employees will be required to give four (4) calendar weeks written notice of intention to terminate employment.

20.09 <u>Temporary Vacancies</u>

When the Employer decides to fill a temporary vacancy of three (3) months or longer, it shall be posted within the Centre subject to the posting provisions identified in Article 20.

- a) If the employee who created the original vacancy returns, the temporary employee shall be returned to their original position and Article 9.05 (Work Schedules) shall not apply in such circumstances to any employee affected by the change.
- b) Should the temporary vacancy subsequently become a permanent position, it shall be posted and filled in accordance with Article 20.
- c) No temporary position shall exceed two (2) years unless agreed to between the Employer and the Union.
- d) An employee in a temporary position shall not be permitted to exercise her seniority for a subsequent temporary position unless:
 - i) the subsequent temporary position commences following the conclusion of the first, or;
 - ii) the subsequent temporary position constitutes a temporary promotion and/or provides more hours of work, or;
 - iii) the subsequent temporary position is in the same classification and department.

20.10 Recognition for Previous Experience

A former employee who is re-employed in the same classification within three (3) calendar months of her voluntary resignation shall be placed at the same level on the salary scale as that which she occupied on the date of her voluntary termination.

ARTICLE 21 - LAY-OFFS AND RECALLS

21.01 <u>Lay-off</u>

A lay-off shall be defined as a reduction in the number of staff or a reduction of hours to a full-time employee or a reduction in the specified minimum hours of any part-time employee which is greater than 0.1FTE. Lay-off does not apply to temporary or casual employees. For the purposes of this Article, a

temporary employee shall be defined as an employee recruited from outside the bargaining unit for a predetermined period of time.

If operational requirements change and specified minimum hours need to be reduced, the reduction shall be implemented as follows:

- 1. Employees affected by a reduction to their specified minimum hours shall be given a minimum of six (6) weeks written notice with a copy provided to the Local Union Office. The notice must be given at the commencement of the six (6) week averaging period.
- The reduction of hours will be done in reverse order of seniority within the classification affected until the point is reached that further reduction of hours would either result in the actual numbers of staff having a negative impact on the operation of the Employer or when an employee would be unable to maintain efficiency.
- 3. The Employer may reduce specified minimum hours of a part-time employee up to a maximum of point one (0.1) of a FTE on a one-time only basis without issuing lay-off notices. In these circumstances the provisions of Article 21 Lay-off and Recall shall apply. A new letter of appointment shall be issued and a copy sent to the Local Union Office.
- 4. If further reductions in specified minimum hours of an employee are required or if the reduction in hours is greater than point one (0.1) FTE, the provisions of Article 21 shall apply and the employee shall be issued a notice of lay-off.

21.02 <u>Notification of Lay-off</u>

When lay-offs are contemplated, the Employer shall notify the Union prior to notifying the affected employees. All employees affected by lay-off shall receive written notice of lay-off.

The Employer shall serve notice of lay-off to the most junior employee(s) in the affected positions within the classification where it is determined the reduction is required.

Employees subject to lay-off shall be given notice in accordance with the *Saskatchewan Employment Act*. In any event, no less than four (4) weeks notice shall be given.

The period of notice commences the date the employee (s) receives written notice of the lay-off.

If the employee(s) laid off has not had the opportunity to work the above notice period, the employee shall be paid in lieu of work for that part of the notice period for which work was not made available. However, in this notice period, if regular duties are unavailable, the Employer may assign duties other than those normally connected with the classification in question.

21.03 <u>Discussion of Options and Time to Elect</u>

a) i. <u>Seniority List</u>

An agreed upon seniority list shall be made available to the Union and shall be accessible to the employees.

ii. Seniority Pool

Employees initially laid off shall form a pool and be ranked in order of seniority. At all times, the most senior employee in the pool is the first to identify their option under Article 21.03b) ii). As more junior employees are bumped, they are added to the pool and ranked in order of seniority to identify their preferred option.

b)

i. <u>Options</u>

After the employee has received the lay-off or displacement notice, the employer shall schedule a meeting to discuss available options in accordance with Article 21.03 b) ii. Where the parties agree this meeting may be combined with the initial layoff discussion.

- ii. The employee shall select one of the following options (if available):
 - To exercise bumping rights
 - To accept reduced work hours
 - To accept lay-off and be placed on the re-employment list
 - To terminate employment and receive severance as provided in the Letter of Understanding
 - To work as a casual employee, under the terms of this agreement
- c)
 i. The Employer shall meet with each employee, in order of seniority, with a Union Representative present, to explain their options. The employee shall be provided with sufficient information regarding each option. The employee will have forty- eight (48) hours from the conclusion of the meeting to make a selection. This period may be extended by mutual agreement.

- ii. Where the time limits set out in Article 21.03 c) expire on a Saturday, Sunday or Statutory Holiday, the expiry of the time limits shall be deemed to be twelve (12:00 p.m.) noon on the following work day.
- d)
 i. An employee who wishes to bump another employee from their position shall be provided with an opportunity to meet with the Department Head or designate to obtain information regarding the desired position;
 - ii. Any visit will be scheduled for a time convenient to the employee and the Department Head or designate;
 - iii. Work schedules and job descriptions in effect at that time, and applicable to the employee, will be made available to the employee before making a decision to bump.
 - iv. The above information will be provided within the forty-eight (48) hour time period.

21.04 Displacement of Employees

- a) A laid off or bumped employee may exercise seniority, provided they have the necessary qualifications required to fill the position and the ability to perform the work.
 - i. Employees shall choose to bump into a higher paid, lower paid or same paid classification;
 - ii. Employees shall choose to exercise their seniority into either a full-time or part-time position.

21.05 <u>Local Negotiations</u>

Notwithstanding the above displacement procedures, the parties at any time, can formulate special measures, including a review of qualifications, to modify the above displacement procedures to take into account the desire of the parties to minimize the impact of displacement or to deal with particular operational considerations.

21.06 Reporting

An employee who has selected an option in accordance with Article 21.03 b) shall have the option confirmed in writing by the Employer with a copy to the Local Union Office.

21.07 Notice of Lay-off Cancelled

An employee with a confirmed option to displace another employee, or accept reduced hours of work, or remain as a casual employee, shall be deemed to be relieved of lay-off notice and will move to their new position as soon as possible as determined by the Employer. However, such employees shall

maintain their pre-lay-off hourly rate of pay and regular earnings for the duration of the notice period.

21.08 Orientation Period

- a) Employees who bump to new positions will be given applicable orientation.
- b) The extent of the orientation and position training requirements will be explained to the employee and the Union in advance of the decision to bump. The particulars will be provided as specified in Article 21.03 c).

21.09 Employer to Provide Counselling

The Employer shall endeavour to provide counselling and support mechanisms to employees who are directly affected by a lay-off.

21.10 Trial Period Upon Displacement

Employees who exercise their bumping rights to displace another employee in the same classification shall not be required to serve a trial period as set out in Article 20.03. Employees who bump into a different job classification shall be required to serve the trial period as set out in Article 20.03. However, before the employee is declared unsuccessful during the trial period there shall be discussion between the employee, the Employer and the Union. Should the parties fail to reach a mutually agreeable solution, the employee shall be laid off and shall have access to the following options:

- to accept the lay-off and be placed on the re-employment list
- to terminate employment and receive severance

21.11 Rights of Employees on Lay-off

Employees who receive lay-off notice and **choose to accept layoff and be placed on the re-employment list or** do not elect an option in Article 21.03 b) shall retain their seniority and be eligible to apply for vacant positions for twenty-four (24) months following the date of lay-off.

21.12 Rights of Employee Upon Re-Employment

When an employee is re-employed after lay-off, in a position with the same salary range as the classification held prior to lay-off, the employee shall be paid at the step which was being paid at the time of lay-off, and the increment date will be continuous with the time worked from the original date of employment.

Employees who are re-employed after lay-off in a higher or lower paid classification shall be placed in the new salary range in accordance with Article 20.05 (Rates of Pay). The employees will retain their accumulated sick leave credits, if any, and service toward calculation of vacation credits existing at such time of lay-off, if re-employed within twenty-four (24) calendar months.

21.13 Orientation and Trial Period Upon Re-Employment

- a) Employees who are re-employed in their former job classification in accordance with Article 21.12 (Rights of Employees Upon Re-Employment) will not have to serve a trial period but will be given applicable orientation.
- b) Employees who are re-employed in a new job classification pursuant to Article 21.12 (Rights of Employees Upon Re-Employment) shall be entitled to a trial period in accordance with Article 20.03 (Trial Period). The employees shall be given applicable orientation.
- c) Employees who fail the trial period in the new job classification shall be returned to lay-off status. Work performed in the trial period will not cause the extension of the original twenty-four (24) month lay-off period.

ARTICLE 22 - OCCUPATIONAL HEALTH & SAFETY

The Union and the Employer are committed to promoting a safe and healthy workplace in compliance with *The Saskatchewan Employment Act* and Regulations. The parties agree that in accordance with *The Saskatchewan Employment Act* and Regulations employees have the right to know the hazards associated with their work, the right to participate in occupational health and safety, and the right to refuse work which they have reasonable grounds to believe is unusually dangerous.

ARTICLE 23 - NO STRIKE AND NO LOCKOUT

The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts, during the term of this agreement.

ARTICLE 24 - WORKERS' COMPENSATION

- a) An employee who is incapacitated and unable to work as a result of accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive her base salary from the Employer, less regular deductions, provided she assigns over to the Employer her compensation payments due from the Workers' Compensation Board for time lost as a result of the accident.
 - b) An employee who elects not to assign her Workers' Compensation payments to the Employer may make arrangements for the prepayment of her share of premiums of those contributory health benefit plans in which she is enrolled.
 - c) 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.
- 24.02 When an employee is absent on a Workers' Compensation claim, all benefits of this Agreement will continue to accrue for a period of two (2) years subject to 24.04 below.
- An employee who is absent on a Workers' Compensation claim will not accrue annual vacation, sick leave and designated named holidays with pay during the entire period of absence. However, service credits for the purpose of calculating future vacation entitlement will continue to accrue during such absence.
- An employee shall lose her employment on the date as of which a Physician certifies the employee fit to return to work for either regular or modified duties, and such work is available, and she fails to do so, or, in the case of employees who are hired for a definite term of employment, upon expiration of such term, whichever occurs first.
- All accidents must be reported immediately by the employee in writing to her Supervisor. The employee will be provided with a copy of the accident report.
- 24.06 Employees are required to provide the Employer, as far in advance as possible, with written notice of readiness to return to work.

ARTICLE 25 - TERM OF AGREEMENT

- This Agreement shall take effect from April 01, **2017** until March 31, **2023** and shall continue thereafter from year to year unless either party gives notice to the other party in writing to terminate the Agreement or to negotiate a revision thereof. Such notice shall be served not more than one hundred and twenty (120) calendar days and not less than sixty (60) calendar days before the expiry date hereof.
- The parties agree that all employees within the bargaining unit shall be compensated in accordance with the salary schedules contained in Schedule "A" which is hereby made a part of this agreement. Wages shall be retroactive as herein indicated on all paid hours for all employees including those who have terminated employment, retired, deceased or are laid-off.
- 25.03 All changes shall take effect on date of ratification by the Union unless otherwise indicated under the Articles herein.

IN WITNESS WHEREOF, the parties have executed this agreement on the date here under indicated by affixing hereto the signatures of their proper Officers in that behalf:

Signed this 17	day of _	April	, 20 23
	_		

ON BEHALF OF THE CANADIAN BLOOD SERVICES

ON BEHALF OF SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

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SCHEDULE "A" POSTIONS - EFFECTIVE APRIL 1, 2017- 0%						
	Start	Year	Year	Year	Year	
		1	2	3	4	
Donor service representative	17.312	17.829	18.353	18.812	19.282	
Clerk/typist administration	19.665	20.238	20.874	21.395	21.930	
Laboratory Assistant	19.665	20.238	20.874	21.395	21.930	

Timekeeper / Scheduler	19.665	20.238	20.874	21.395	21.930
Program Clerk, General	19.665	20.238	20.874	21.395	21.930
Program Clerk - Specialty Services	19.665	20.238	20.874	21.395	21.930
Administrative Assistant	20.845	21.453	22.126	22.681	23.247
Facility Assistant	20.062	20.761	21.396	21.932	22.480
Driver	20.062	20.761	21.396	21.932	22.480
Shipper/Receiver	20.062	20.761	21.396	21.932	22.480
Phlebotomist	21.827	22.462	23.171	23.749	24.342
Technical Field Support Analyst	26.657	26.998	27.429	27.715	28.024
DCA tier 2	21.830	22.460	23.170	23.750	24.340
DCA tier 3	24.160	25.080	25.500	26.080	26.670

SCHEDULE "A" POSTIONS - EFFECTIVE APRIL 1, 2018 - 0%					
	Start	Year	Year	Year	Year
		1	2	3	4
Donor service representative	17.312	17.829	18.353	18.812	19.282
Clerk/typist administration	19.665	20.238	20.874	21.395	21.930
Laboratory Assistant	19.665	20.238	20.874	21.395	21.930
Timekeeper / Scheduler	19.665	20.238	20.874	21.395	21.930
Program Clerk, General	19.665	20.238	20.874	21.395	21.930
Program Clerk - Specialty Services	19.665	20.238	20.874	21.395	21.930
Administrative Assistant	20.845	21.453	22.126	22.681	23.247
Facility Assistant	20.062	20.761	21.396	21.932	22.480
Driver	20.062	20.761	21.396	21.932	22.480
Shipper/Receiver	20.062	20.761	21.396	21.932	22.480
Phlebotomist	21.827	22.462	23.171	23.749	24.342
Technical Field Support Analyst	26.657	26.998	27.429	27.715	28.024
DCA tier 2	21.830	22.460	23.170	23.750	24.340
DCA tier 3	24.160	25.080	25.500	26.080	26.670

SCHEDULE "A" F	- PIANTTONS -	FFFFCTIVE A	ΔPRTI 1	2019 - 1%
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SCHEDULE "A" POSTIONS - EFFECTIVE APRIL 1, 2019 - 1%						
	Start	Year	Year	Year	Year	
		1	2	3	4	
Donor service representative	17.485	18.007	18.537	19.000	19.475	
Clerk/typist administration	19.862	20.440	21.083	21.609	22.149	
Laboratory Assistant	19.862	20.440	21.083	21.609	22.149	
Timekeeper / Scheduler	19.862	20.440	21.083	21.609	22.149	
Program Clerk, General	19.862	20.440	21.083	21.609	22.149	
Program Clerk - Specialty Services	19.862	20.440	21.083	21.609	22.149	
Administrative Assistant	21.053	21.668	22.347	22.908	23.479	
Facility Assistant	20.263	20.969	21.610	22.151	22.705	
Driver	20.263	20.969	21.610	22.151	22.705	
Shipper/Receiver	20.263	20.969	21.610	22.151	22.705	
Phlebotomist	22.045	22.687	23.403	23.986	24.585	
Technical Field Support Analyst	26.924	27.268	27.703	27.992	28.304	
DCA tier 2	22.045	22.687	23.403	23.986	24.585	
DCA tier 3	24.402	25.329	25.759	26.343	26.941	

SCHEDULE "A" POSTIONS - EFFECTIVE APRIL 1, 2020 - 2%					
	Start	Year	Year	Year	Year
		1	2	3	4
Donor service representative	17.835	18.367	18.908	19.380	19.865
Clerk/typist administration	20.259	20.849	21.505	22.041	22.592
Laboratory Assistant	20.259	20.849	21.505	22.041	22.592
Timekeeper / Scheduler	20.259	20.849	21.505	22.041	22.592
Program Clerk, General	20.259	20.849	21.505	22.041	22.592
Program Clerk - Specialty Services	20.259	20.849	21.505	22.041	22.592
Administrative Assistant	21.474	22.101	22.794	23.366	23.949
Facility Assistant	20.668	21.388	22.042	22.594	23.159
Driver	20.668	21.388	22.042	22.594	23.159
Shipper/Receiver	20.668	21.388	22.042	22.594	23.159
Phlebotomist	22.486	23.141	23.871	24.466	25.077
Technical Field Support Analyst	27.462	27.813	28.257	28.552	28.870
DCA tier 2	22.486	23.141	23.871	24.466	25.077
DCA tier 3	24.890	25.836	26.274	26.870	27.480

SCHEDULE "A" POSTIONS - EFFECTIVE APRIL 1, 2021 - 2%

	Start	Year	Year	Year	Year
		1	2	3	4
Donor service representative	18.192	18.734	19.286	19.768	20.262
Clerk/typist administration	20.664	21.266	21.935	22.482	23.044
Laboratory Assistant	20.664	21.266	21.935	22.482	23.044
Timekeeper / Scheduler	20.664	21.266	21.935	22.482	23.044
Program Clerk, General	20.664	21.266	21.935	22.482	23.044
Program Clerk - Specialty Services	20.664	21.266	21.935	22.482	23.044
Administrative Assistant	21.903	22.543	23.250	23.833	24.428
Facility Assistant	21.081	21.816	22.483	23.046	23.622
Driver	21.081	21.816	22.483	23.046	23.622
Shipper/Receiver	21.081	21.816	22.483	23.046	23.622
Phlebotomist	22.936	23.604	24.348	24.955	25.579
Technical Field Support Analyst	28.011	28.369	28.822	29.123	29.447
DCA tier 2	22.936	23.604	24.348	24.955	25.579
DCA tier 3	25.388	26.353	26.799	27.407	28.030

SCHEDULE "A" POSTIONS - EFFECTIVE APRIL 1, 2022 - 2%

	Start	Year	Year	Year	Year
		1	2	3	4
Donor service representative	18.556	19.109	19.672	20.163	20.667
Clerk/typist administration	21.077	21.691	22.374	22.932	23.505
Laboratory Assistant	21.077	21.691	22.374	22.932	23.505
Timekeeper / Scheduler	21.077	21.691	22.374	22.932	23.505
Program Clerk, General	21.077	21.691	22.374	22.932	23.505
Program Clerk - Specialty Services	21.077	21.691	22.374	22.932	23.505
Administrative Assistant	22.341	22.994	23.715	24.310	24.917
Facility Assistant	21.503	22.252	22.933	23.507	24.094
Driver	21.503	22.252	22.933	23.507	24.094
Shipper/Receiver	21.503	22.252	22.933	23.507	24.094
Phlebotomist	23.395	24.076	24.835	25.454	26.091
Technical Field Support Analyst	28.571	28.936	29.398	29.705	30.036
DCA tier 2	23.395	24.076	24.835	25.454	26.091
DCA tier 3	25.896	26.880	27.355	27.955	28.591

BETWEEN

CANADIAN BLOOD SERVICES REGINA AND SASKATOON BLOOD CENTERS AND

SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

RE: ISTP TRAINERS

The parties agree to continue to pay ISTP trained trainers a premium of **one dollar and twenty-five cents (\$1.25)** per hour for preparation and training delivery for the duration of this Collective Agreement.

Signed this 17 day of April	, 20 _ <u>2</u> 3
ON BEHALF OF THE CANADIAN BLOOD SERVICES	ON BEHALF OF SERVICE EMPLOYEES INTERNATIONAL UNION WEST
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BETWEEN

CANADIAN BLOOD SERVICES REGINA AND SASKATOON BLOOD CENTERS

AND

SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

RE: MEAL ALLOWANCE

Subject to the provisions of Article 15 — Hotel Accommodations and Meal Allowances, the parties agree that any increase made to the meal allowance in the collective agreement between Canadian Blood Services, Regina and Saskatoon Blood Services and the Saskatchewan Union of Nurses will be automatically incorporated into the current collective agreement as of the date it becomes effective.

Signed this <u>17</u> day of <u>April</u>	, 20 <u>23</u>
ON BEHALF OF THE CANADIAN BLOOD SERVICES	ON BEHALF OF SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)
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BETWEEN

CANADIAN BLOOD SERVICES REGINA AND SASKATOON BLOOD CENTERS

AND

SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

RE: PREMIUMS

Subject to the provisions of Article 9.09 (Shift Premium Pay) and 9.10 (Weekend Premium), the parties agree that any increase made to the premium provisions in the collective agreement between Canadian Blood Services, Regina and Saskatoon Blood Services and the Saskatchewan Union of Nurses will be automatically incorporated into the CBS/SEIU collective agreement as of the date the increase becomes effective.

Signed this17_day ofApril	, 20 _ <u>2</u> 3
ON BEHALF OF THE CANADIAN BLOOD SERVICES	ON BEHALF OF SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)
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BETWEEN

CANADIAN BLOOD SERVICES REGINA AND SASKATOON BLOOD CENTERS

AND

SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

RE: SEVERANCE PAY

An employee who is permanently laid off or displaced and who is unable to retain her employment status within the bargaining unit, at the time of lay off shall be entitled to severance pay as follows:

A regular full-time employee shall receive a severance payment equal to two (2) week's pay for each year of service to a maximum of twenty-six (26) weeks, such payment to be prorated with respect to regular part-time employees.

For the purposes of calculating the severance amount above, partial years of service shall be prorated based on completed months of service (i.e.: yearly entitlements [exclusive of overtime]/12X competed months of employment). Such amount shall be calculated at the rate of pay the employee is in receipt of at the time of severance.

Employees who elect to accept lay-off and be placed on the re-employment list may accept their severance at any tie during the twenty-four (24) month period following lay-off provided they have not accepted a **regular** full-time of **regular** part-time position. **It is expressly understood that acceptance of a severance payment under this LOU constitutes a termination of employment and is a waiver of re-employment rights.**

For those employees who are placed on temporary lay-off, the severance pay option will not be accessible. A temporary lay-off shall not exceed a period of 12 months. In the event the temporary lay-off exceeds 12 months the severance option shall apply.

Sianed this	17	day of _	April	, 20 _23

ON BEHALF OF THE CANADIAN BLOOD SERVICES

ON BEHALF OF SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

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BETWEEN

CANADIAN BLOOD SERVICES REGINA AND SASKATOON BLOOD CENTERS

AND

SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

RE: REPLACEMENT OF STAFF

In circumstances where the Employer engages people to perform work otherwise performed by a member of the Bargaining Unit, the Employer agrees to advise the Union immediately of the expected duration of the work assignment. The Employer agrees to meet with the Union if requested, to discuss any such work assignment.

Signed this <u>17</u> day of <u>April</u>	20 <u>23</u>
ON BEHALF OF THE CANADIAN BLOOD SERVICES	ON BEHALF OF SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)
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MEMORANDUM OF UNDERSTANDING

between

CANADIAN BLOOD SERVICES REGINA AND SASKATOON, SASKATCHEWAN (hereafter referred to as ""the Employer')

And SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

(hereafter referred to as "the Union")

RE: Canadian Blood Services Universal Benefits Plan

WITHOUT PREJUDICE OR PRECEDENT

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

- #1 All eligible employees represented by the Union shall participate in the Universal Benefits Plan. Eligibility to participate in the benefits plan shall continue to be in accordance with the Collective Agreement.
- #2 The Universal Benefits Plan, as described in the attached plan summary, shall replace the benefit entitlements as described in the Article 16 Benefits Program of the Collective Agreement.
- #3 Notwithstanding #2 above, employees who work an average of less than eighteen point seven five (18.75) hours per week, shall be covered by the provisions, rules and regulations of the provincial Legislation.
- 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 Memorandum of Understanding.
- #5 The Employer shall make any future enhancements to the Universal Benefits Plan at its sole discretion.
- #6 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 25.01 of the Collective Agreement. The parties would then be free to negotiate levels of benefit coverage; after which time this Memorandum of Understanding shall be null and void. The level of benefits provided under the

Universal Benefits Plan shall remain in effect for the duration of this Collective Agreement, the aforementioned notice period and during the negotiation period for a renewal Collective Agreement.

For the Purposes of this Memorandum of Understanding:

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

"Universal Benefits Plan" shall mean the extended health care, dental, life insurance, accidental death and dismemberment insurance, 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 Memorandum of Understanding.

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

"Collective Agreement" shall mean the Collective Agreement between Canadian Blood Services, Regina and Saskatoon, Saskatchewan and the Service Employees International Union, Locals 299 and 333.

ON BEHALF OF THE CANADIAN BLOOD SERVICES

ON BEHALF OF SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

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Canadian Blood Services Universal Benefits Plan

PLAN FEATURES	
Retirement Division	as per the current retirement division
MAJOR MEDICAL (EXTENDED HE	EALTH CARE)
Premium Cost Sharing	as per the Collective Agreement
Waiting Period	full-time: 1st of the month following date of hire
	 part-time: as per the Collective Agreement
Participation Basis	employee coverage: compulsory (except for opting out
	provisions as set out in the benefits contract)
	 dependent coverage: not compulsory
Required Number of Hours	as per the Collective Agreement
-	
Deductible	 \$15 single/\$25 family deductible for drug expenses
	 nil for all other expenses
Combined Maximum	unlimited
Coinsurance	
• Drugs	• 100%
Hospital	- 100%
-	
Vision	- 100%
 Other Eligible Expenses 	 80% professional and paramedical services
	100% for all other expenses
Drug Features	 drugs available only by prescription (plus certain life-sustaining
- Drug reatures	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 or semi private
 Nursing Care 	max \$25,000 per person every 3 years
Paramedical	80% paramedical services to applicable maximum

PLAN FEATURES		
Acupuncture	•	max of \$500 per person per year
Chiropractor	-	max of \$500 per person per year
Osteopath	•	max of \$500 per person per year*
Massage Therapist	•	max of \$500 per person per year
Naturopath	•	max of \$500 per person per year*
Physio-therapist	•	max of \$500 per person per year
Podiatrist	•	max of \$500 per person per year*
Psychologist/Social Worker	•	max of \$500 per person per year
Speech Therapist	•	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
	•	ambulance services to and from the nearest appropriate medical care
	-	medical supplies and services to specified maximums
	•	accidental dental treatment within 6 months of the accident
	•	extra care (wigs or hairpieces up to \$500 lifetime per person)
Emergency Out-of-Country	•	emergency medical services
	-	referral treatment
	•	max of \$5 million lifetime per person
Travel Assistance	•	included
* Less any amount paid by the government plan		

DENTAL	
Premium Cost Sharing	as per the Collective Agreement
Waiting Period	same as Major Medical
Participation Basis	same as Major Medical
Required Number of Hours	same as Major Medical
Dental Fee Guide	current in province of residence
Deductibles Single	• nil
Family	- nil
Coinsurance Part I Preventive	- 100%
 Minor Restorative 	- 100%
 Part II Major Restorative 	50%
Part III Orthodontic	• 50% (Eligible Dependent Children only)
Orthodontic Dependent Children Age Basis	under 19 years old
Benefit Maximum	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 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	- \$10,000
Each Eligible Child	- \$5,000
BASIC ACCIDENTAL DEATH & DISM	IEMBERMENT (AD&D)
BASIC ACCIDENTAL DEATH & DISM Premium Cost Sharing	EMBERMENT (AD&D)as per the Collective Agreement
Premium Cost Sharing	as per the Collective Agreement
Premium Cost Sharing Waiting Period	as per the Collective Agreementsame as Major Medical
Premium Cost Sharing Waiting Period	 as per the Collective Agreement same as Major Medical employee coverage: compulsory
Premium Cost Sharing Waiting Period Participation Basis	 as per the Collective Agreement same as Major Medical employee coverage: compulsory dependent coverage: not applicable
Premium Cost Sharing Waiting Period Participation Basis Required Number of Hours	 as per the Collective Agreement same as Major Medical employee coverage: compulsory dependent coverage: not applicable same as Major Medical 1.5x basic annual salary, rounded to next highest \$1,000, if
Premium Cost Sharing Waiting Period Participation Basis Required Number of Hours Benefit Formula	 as per the Collective Agreement same as Major Medical employee coverage: compulsory dependent coverage: not applicable same as Major Medical 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000 employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following
Premium Cost Sharing Waiting Period Participation Basis Required Number of Hours Benefit Formula	 as per the Collective Agreement same as Major Medical employee coverage: compulsory dependent coverage: not applicable same as Major Medical 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000 employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount:
Premium Cost Sharing Waiting Period Participation Basis Required Number of Hours Benefit Formula	 as per the Collective Agreement same as Major Medical employee coverage: compulsory dependent coverage: not applicable same as Major Medical 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000 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
Premium Cost Sharing Waiting Period Participation Basis Required Number of Hours Benefit Formula	 as per the Collective Agreement same as Major Medical employee coverage: compulsory dependent coverage: not applicable same as Major Medical 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000 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

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	 units of \$10,000 to maximum of \$500,000
Family Coverage	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

between

CANADIAN BLOOD SERVICES REGINA AND SASKATOON, SASKATCHEWAN (hereafter referred to as "the Employer')

And

SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

(hereafter 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 subject to the following:

- At the time authorization is provided, the Employer shall advise the Employee in writing of the premiums/contributions required and the date the withdrawals will commence;
- The Employer shall advise the Employee in writing of any premium/contribution amount changes at the same time Employees at work are notified;
- Employees shall notify the Employer of any changes to their banking information;
- The Employer shall take the necessary steps to discontinue the withdrawal of premiums/contributions from the Employee's bank account upon the Employees return to work. The Employer shall refund any overpayment to the Employee in a timely manner.

ON BEHALF OF THE CANADIAN BLOOD SERVICES

ON BEHALF OF SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

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LETTER OF INTENT

between

CANADIAN BLOOD SERVICES REGINA AND SASKATOON, SASKATCHEWAN (hereafter referred to as "the Employer")

And

SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

(hereafter referred to as "the Union")

OPTIONAL SCHEDULING ARRANGEMENT

Following ratification of the Collective Bargaining Agreement the Employer and Union may agree to form a Committee in either the Regina and/or Saskatoon Centres to discuss the possibility of implementing an Optional Scheduling Arrangement. The Committee shall be comprised of two (2) members representing the Employer and two (2) members representing the Union unless otherwise agreed. Union representatives on the Committee shall be determined by the Union.

Union representatives (excluding Staff of SEIU-West) shall be compensated at straight time for attendance at meetings regarding Optional Scheduling Arrangements.

Committees shall have a representative(s) from each classification(s)/department(s) that they may be affected. The role of the Committee shall be to develop the parameters of the "Optional Scheduling Arrangement".

The Committee shall consider the following but not limited to:

- The duration of the averaging period
- Application of overtime
- Requirements for weekends off during each averaging period
- Consecutive days of work
- Days off/days of rest
- Daily hours of work
- Additional hours for part-time employees
- Stand by/call-back
- Duration/Termination of Optional Scheduling Arrangement
- Enhancement to FTE's

A Letter of Understanding shall be agreed to by the parties where an Optional Scheduling Arrangement is to be implemented and shall not alter or amend the Collective Bargaining Agreement unless specifically identified in the Letter of Understanding.

Signed this <u>17</u> day of <u>April</u>	, 20 <u>23</u>
ON BEHALF OF THE CANADIAN BLOOD SERVICES	ON BEHALF OF SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)
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LETTER OF UNDERSTANDING

BETWEEN

CANADIAN BLOOD SERVICES REGINA AND SASKATOON, SASKATCHEWAN (hereafter referred to as "the Employer')

AND

SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

(hereafter referred to as "the Union")

LOU - Re: Management-Union Joint Committee Discussion

The Union and the Employer agree that, no later than sixty (60) days following the ratification of the Collective Agreement, they shall enter into discussions as per Article 19.03 regarding the impact of duties associated with the collection and processing of plasma and platelets.

ON BEHALF OF THE
CANADIAN BLOOD SERVICES

ON BEHALF OF SERVICE EMPLOYEES
INTERNATIONAL UNION WEST
(SEIU-WEST)

Accord

Accord

Accord

Kapil Uppal

Square

Sq

Union contacts:

	Name	Phone	Email
Unit Chairperson			
Unit Vice-			
Chairperson			
Workplace Communicator			
Shop Stewards			
Union Representative:			

The Member Resource Centre (MRC) is normally staffed from 9 am to 5 pm Monday to Friday. You can reach an MRC Officer by phone (1-888-999-7348 and press 1) or you can use the 'Contact Us' form on the website: www.seiuwest.ca.

Calendar for Year 2016 (Canada)

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Calendar for Year 2017 (Canada)

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Calendar for Year 2018 (Canada)

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Calendar for Year 2019 (Canada)

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Calendar for Year 2020 (Canada)

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Calendar for Year 2021 (Canada)

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Calendar for Year 2022 (Canada)

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23	24	25	26	27	28	29	27	28						27	28	29	30	31			24	25	26	27	28	29	30
30	31															9											
			May	,					,	June	е						July	,					A	ugu	st		
Su	Мо	Tu	We	Th	Fr	Sa	Su	Мо	Tu	We	Th	Fr	Sa	Su	Мо	Tu	We	Th	Fr	Sa	Su	Мо	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4						1	2		1	2	3	4	5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31			
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				1	2	3							1			1	2	3	4	5					1	2	3
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
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Calendar for Year 2023 (Canada)

		Ja	nua	ıry					Fe	brua	ary					N	larc	h					- 1	Apri	I		
Su	Мо	Tu	We	Th	Fr	Sa	Su	Мо	Tu	We	Th	Fr	Sa	Su	Мо	Tu	We	Th	Fr	Sa	Su	Мо	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
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	1	2	3	4	5	6					1	2	3							1			1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
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17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
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Calendar for Year 2024 (Canada)

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21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23	21	22	23	24	25	26	27
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5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
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22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

SEIU-West represents working people across Saskatchewan who work in Health Care, Education, Municipalities, Community Based-Organizations and Private Sector industries. We work to improve the lives of working people and their families and lead the way to a more just and humane society.



The gains and protections contained in this document are the result of you and your co-workers coming together to negotiate a Collective Agreement with your Employer. If you know of someone who needs this kind of agreement and Union protections in their workplace, please contact the SEIU-West Organizing Department today at 1-888-999-SEIU (7348).