

COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN BLOOD SERVICES
CALGARY CENTRE**
(hereinafter called "the Employer")

AND

CUPE / *Canadian Union
of Public Employees*
LOCAL 1846
(hereinafter called "the Union")

April 1, 2011- March 31, 2014



Canadian Office & Professional Employees
Local #491

Table of Contents

ARTICLE 1 - PREAMBLE.....	1
ARTICLE 2 - TERM OF AGREEMENT	1
ARTICLE 3 - UNION RECOGNITION.....	2
ARTICLE 4 - NO DISCRIMINATION AND HARASSMENT	2
ARTICLE 5 - MANAGEMENT RIGHTS	3
ARTICLE 6 - UNION MEMBERSHIP, SECURITY AND CHECK	3
ARTICLE 7 - DEFINITIONS	5
ARTICLE 8 - CORRESPONDENCE AND COMMUNICATIONS	7
ARTICLE 9 - BARGAINING RELATIONSHIP.....	7
ARTICLE 10 - SHOP STEWARDS.....	8
ARTICLE 11 - BULLETIN BOARDS	8
ARTICLE 12 - GRIEVANCE PROCEDURE.....	8
ARTICLE 13 - PROBATIONARY PERIOD	12
ARTICLE 14 - DISCIPLINE, DISMISSAL AND TERMINATION	13
ARTICLE 15 - APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES.....	14
ARTICLE 16 - SENIORITY	17
ARTICLE 17 - LAYOFF AND RECALL PROCEDURE.....	17
ARTICLE 18 - TECHNOLOGICAL AND ORGANIZATION CHANGE	19
ARTICLE 19 - HOURS OF WORK	19
ARTICLE 20 - SHIFT AND WEEKEND PREMIUM.....	22
ARTICLE 21 - OVERTIME AND CALLBACK.....	22
ARTICLE 22 - NAMED HOLIDAYS	24
ARTICLE 23 - ANNUAL VACATION WITH PAY	25
ARTICLE 24 - SICK LEAVE	28
ARTICLE 25 - HEALTH BENEFITS.....	32
ARTICLE 26 - PENSION PLAN	33
ARTICLE 27 - WORKERS' COMPENSATION	33
ARTICLE 28 - LEAVES OF ABSENCE.....	34
ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY	40
ARTICLE 30 - WAGES.....	41
ARTICLE 31 - JOB CLASSIFICATION.....	41
ARTICLE 32 - MOBILE CLINIC ALLOWANCES	42
ARTICLE 33 - DISASTER PLAN EXERCISES	43
ARTICLE 34 - UNIFORMS	43
ARTICLE 35 - RETROACTIVITY	44
ARTICLE 36 - GENERAL.....	45
ARTICLE 37 - CONTRACTING OUT	45
ARTICLE 38 - ON CALL DUTY.....	45
ARTICLE 39 - PREMIUMS.....	46
SALARY APPENDIX - CUPE Salary Schedules.....	48
APPENDIX "A".....	51
LETTERS OF UNDERSTANDING	52
RE: GENERAL WAGE INCREASES	52

RE: EMPLOYEE TRANSFERS.....	53
RE: SCOPE OF BARGAINING UNIT	54
RE: CANADIAN BLOOD SERVICES UNIVERSAL BENEFITS PLAN	55
RE: JOB EVALUTION	60
RE: COMMITMENT OF HOURS FOR REGULAR PART-TIME CLINIC ASSISTANTS.....	61
RE: WORKING IN THE HEAT OR COLD.....	62
RE: FTE REVIEW.....	63
RE: MARKET CONDITION LUMP SUM PAYMENT.....	64
RE: PILOT PHASE OF THE NEW CLINIC MODEL.....	65
RE: SCHEDULING OF HOURS - CLAUSE 19.05.....	66
EXAMPLE AS PER LETTER OF UNDERSTANDING.....	68
RE: SCHEDULED SHIFT GIVE AWAY.....	69
RE: PENSION PARTICIPATION.....	70
RE: IMPLEMENTATION OF APRIL 1, 2012 SENIORITY LIST	71
RE: PRE-AUTHORIZED PAYMENT FOR PENSION AND BENEFITS.....	72
RE: COLLECTIVE BARGAINING	73
RE: VOLUNTARY TERMINATION FOR CLINIC ASSISTANTS AND PHLEBOTOMISTS.....	74
RE: WAGE RATE - DONOR CARE ASSOCIATES.....	76
RE: WAGE RATE - CLINIC ASSISTANTS AND PHLEBOTOMISTS.....	78
INDEX.....	80

ARTICLE 1 - PREAMBLE

- 1.01 It is the intent of both Parties to this Agreement:
- a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
 - b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
 - c) to encourage efficiency in operations;
 - d) to promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

ARTICLE 2 - TERM OF AGREEMENT

2.01 Duration

This Agreement shall be binding and remain in effect from **April 1, 2011 until March 31, 2014** and shall continue in full force and effect from year to year thereafter, unless notice is given as hereinafter provided.

2.02 Changes in Agreement

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the life of this Agreement, provided that such changes are properly finalized in writing and executed by the authorized representatives of the parties to this Agreement.

2.03 Notice of Change

Either party desiring to propose changes to this Agreement shall, between the period of sixty (60) and one hundred and twenty (120) days prior to the termination date, give notice in writing to the other party of such intent. Unless agreed otherwise in writing, within thirty (30) working days of such notice the parties will meet to exchange proposals and enter into negotiations for a new Agreement.

2.04 Agreement to Continue in Force

Both parties shall adhere to the terms of this Agreement during their collective bargaining.

ARTICLE 3 - UNION RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all Employees included under Certificate #8-99 issued by the Alberta Labour Relations Board, which shall include satellite locations which are connected to and/or operated from the Calgary location.
- 3.02 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative that conflicts with the terms of this Collective Agreement.
- 3.03
- a) The use of volunteers shall not lead to the replacement, transfer, reassignment, or layoff of bargaining unit Employees, to a reduction in their Full-time equivalent, or to the elimination of positions in the bargaining unit.
 - b) Written statements describing all volunteer contributions shall be provided to the Union. Volunteers will receive statements appropriate to the program(s) in which they participate, to ensure that they are aware of the parameters of their contributions.

ARTICLE 4 - NO DISCRIMINATION AND HARASSMENT

- 4.01 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, sexual preference, mental or physical disability, nor by reason of membership or activity in the Union, or any other reason.
- 4.02 Article 4.01 does not apply with respect to a refusal, limitation, specification or preference based on bona fide occupational requirements.
- 4.03 In accordance with the CBS **Respect in the Workplace, Violence & Harassment Prevention Policy**, as 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.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The parties hereto agree that the operations of the Employer entail working methods, hours and processes which are peculiar to it. The parties hereto further recognize that the function of the Employer is that of a public service with a humanitarian purpose.
- 5.02 The Union further acknowledges that it is the exclusive function of the Employer to manage and control the Employer's operations, subject; however, to the terms and provisions of this Agreement, and without limiting the generality of the foregoing to:
- a) maintain order, discipline and efficiency;
 - b) hire, discharge, transfer, promote, classify, demote, discipline, suspend, lay-off, transfer and assign work to Employees, and to introduce new or improved methods of facilities, provided that a claim that an Employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - c) manage, control, continue, discontinue in whole or in part the Employer's operations, and without restricting the generality of the foregoing, to determine the number of Employees, schedules of production, kinds and locations of machines and processes to be used and the scheduling and conducting of clinics and deliveries and the determination of their locations, in accordance with the function of the Employer as a humanitarian service.
- 5.03 The Union further recognizes that all Employees who form part of a clinic team must help each other.

ARTICLE 6 - UNION MEMBERSHIP, SECURITY AND CHECK

- 6.01 The Employer agrees that all Employees covered by this Agreement shall be deducted Union dues. Such dues shall be set by the Local Union. Dues shall be deducted on a bi-weekly basis and forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees accompanied by a list of names of the Employees from whose wages the deductions have been made and the pay period covered by the deduction.

- 6.02 The Employer agrees to provide income tax receipts for the total annual deductions to each Employee along with or included in the Employee's T-4 statements.
- 6.03 All Employees of the Employer covered by this bargaining unit, as a condition of employment, shall become members of the Union according to the constitution and by-laws of the Union. All new Employees shall, as a condition of employment, become members in the Union within sixty (60) working days of commencement of employment.
- 6.04 The Union shall advise the Employer in writing of any change in the amount of dues to be deducted from Employees, four (4) weeks prior to the effective date of the change.
- 6.05
- a) A representative of the Union shall be given thirty (30) minutes without loss of pay, once a month, to introduce the Union representative to Employees hired during that month. The Employer will advise the Union Representative of the date and time of the introductory meeting.
 - b) The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and specifically with the dues check-off provision of the Agreement. In addition, each new Employee shall be provided with a copy of the Collective Agreement by the Employer. The Employer will advise all new Employee's of the benefits that they are entitled to under this agreement. Including but not limited to vacation with pay, named holidays, sick leave, health benefits, and pension plan.
 - c) The Union will provide the Employer with an orientation package to be distributed to each new bargaining unit Employee.
- 6.06 Labour Management Committee
- a) A Labour Management Committee shall be established consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Employer. The parties may agree to invite other participants to attend a meeting.
 - b) The purpose of the Committee is to:
 - i) provide effective communications between the Union and the Employer;
 - ii) promote the meaningful transfer of information and ideas;
 - iii) make recommendations on matters of mutual concern.

- c) The Committee shall meet every two (2) months, unless otherwise agreed upon, in accordance with the Terms of Reference.
- d) The Committee shall not hear matters pertaining to grievances or collective bargaining.
- e) Attendance at Labour Management Meetings shall be without loss of pay.

ARTICLE 7 - DEFINITIONS

7.01 Employee

a) Regular Full-time Employees

A Regular Full-time Employee is one who has successfully completed her probationary period and is employed for an indefinite duration to work the prescribed hours as specified in Article 19 of this Collective Agreement.

b) Regular Part-time Employee

A Regular Part-time Employee is one who has successfully completed her probationary period and is employed for an indefinite duration to work less than the full-time hours specified in Article 19.01 a) of this Agreement, unless the Employee is assigned to replace a Full-time Employee on a temporary basis.

The provisions of this Agreement shall apply to Regular Part-time Employees except where specifically provided for in the Article and on a pro-rata basis where applicable.

c) Temporary Employee

A "Temporary Employee" is one who is employed for a defined specified time period to replace a Regular Full-time or a Regular Part-time Employee who is absent, or to undertake, or assist in undertaking a special project of limited duration.

The provisions of this Agreement shall apply to Temporary Employees, with the exception of the following:

14.01 -	19.05 b)
14.03 b) & c)	21.06
17	21.07
18	24

d) Casual Employee

A Casual Employee is one who is called in to work occasionally, usually on a call-in basis for relief purposes, but who does not work a regular schedule or does so only for a specified time. It is understood that Casual Employees are not called in where other Part-time Employees are available.

The provisions of this Agreement shall apply to Casual Employees, with the exception of the following:

13	19.05 b)
14.01	21.06
14.03 b) & c)	21.07
17	24
18	

7.02 Supervisor

For the purpose of this Collective Agreement, "Supervisor" shall mean a member of the **Supervisory/**Managerial team and who is outside of the scope of this Collective Agreement.

ARTICLE 8 - CORRESPONDENCE AND COMMUNICATIONS

- 8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Human Resources Manager or designate, Canadian Blood Services, the Recording Secretary and the President of the Local Union. In addition to the Recording Secretary, the National Representative of the Canadian Union of Public Employees shall have the right to initiate correspondence on any matter concerning the Union and shall be recognized by the Employer as having this right.
- 8.02 No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Local Union. In representing an Employee or group of Employees, an elected or appointed spokesperson of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers and shop stewards. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 8.03 The Union shall have the right at any time to have the assistance of the representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to investigate and to assist in the settlement of Agreements or grievances. Prior permission to have said access shall be requested from the Manager Human Resources or designate in writing by the representative of the Canadian Union of Public Employees.

ARTICLE 9 - BARGAINING RELATIONSHIP

- 9.01 a) A Union Bargaining Committee shall be appointed and shall consist of not more than three members of the Union. The Union will advise the Employer of the Union nominees to the Committee. The Employer shall not deduct any pay for members of the bargaining committee for time spent in collective bargaining.
- b) Should someone other than a Full-time Employee be selected to participate in the collective bargaining process, such an Employee shall be compensated for actual time bargaining up to a maximum of 7.5 hours per day.

ARTICLE 10 - SHOP STEWARDS

- 10.01 The Shop Steward system is accepted in principle by the Employer, and Shop Stewards will be recognized as having authority to act on behalf of other Employees. The names of Shop Stewards will be supplied in writing to the Employer before they are recognized as Shop Stewards.
- 10.02 No shop steward shall leave work without obtaining the permission of her supervisor. Such permission shall not be unreasonably withheld.
- 10.03 Shop Stewards shall suffer no loss in pay for time spent on the Employer's premises in performing their duties as Shop Stewards.

ARTICLE 11 - BULLETIN BOARDS

- 11.01 The Union shall be provided with space in the Employer's bulletin board on which to post notices regarding Union meetings and announcements with regard to collective bargaining or other Union matters, provided that all notices posted thereat shall bear the signature of an officer of the Local Union or CUPE Representative.

The location of the bulletin boards shall be all CBS facility lunchrooms.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01 A grievance shall be defined as any difference or dispute arising out of interpretation, application, operation or contravention or alleged contravention of this Collective Agreement.
- 12.02 Except for Step One of the grievance procedure, grievances shall be in writing in accordance with the following procedure.
- 12.03 An Employee or group of Employees who believes themselves to be aggrieved shall initiate the grievance within ten (10) working days of the date she/they become aware of, or reasonably should have become aware of the occurrence.
- 12.04 The grievor may be represented by the Local Union or the CUPE National Representative at any Step of the grievance procedure.
- 12.05 Time limits at any Step in the grievance procedure are mandatory unless otherwise mutually agreed, in writing.
- 12.06 a) A Group Grievance is a grievance affecting more than one (1) Employee.

- b) A Policy Grievance is any difference arising between the Employer and the Union concerning the interpretation, application, administration, or alleged violation of this Agreement.
- c) A Group Grievance or Policy Grievance may be advanced to Step Two of the Grievance Procedure by either party. Grievors involved in a Group Grievance may choose to delegate a representative group of grievors to attend a Step 2 meeting.

12.07 The time limits specified in the grievance procedure including all the stages and steps referred to shall not include Saturdays, Sundays or Named Holidays. Longer periods of time for consideration of agreements may be given at any step in the procedure if mutually agreeable in writing to both parties, with the exception of Arbitration where both parties agree to abide by the Labour Code.

12.08 Grievances arising under this Agreement shall be adjusted and settled as follows:

Step One

The aggrieved Employee or group of Employees shall first discuss the grievance with the immediate Supervisor in the work area. Either party may exercise the right to have the case presented at a meeting to be called within seven (7) days of verbal submission of the grievance. The Supervisor will, within seven (7) days following the meeting to discuss the case, submit the decision of the Employer verbally to the grievor(s).

Step Two

Failing a settlement in step one, the grievor may submit the grievance **to the Manager of the department, or designated representative, within a period of seven (7) days following receipt of the verbal decision of the Supervisor in Step One.** The Manager or designate representative shall have ten (10) days following the meeting in which to render a decision in writing to the grievor **and the Union.**

Step Three

Failing a settlement in **Step Two**, the grievor may submit the grievance to **the Human Resources Manager, or designated representative** within a period of seven (7) days, following receipt of the decision of the **Manager in Step 2**. The parties shall meet within ten (10) days following receipt of the submission to attempt to resolve the grievance. The Human Resources Manager or designate representative shall have ten (10) days following the meeting in which to render a decision in writing to the grievor **and the Union**.

Mediation

- a) If the grievance is not resolved under **Step 3** above, the Union and the Employer may mutually agree to mediation in an effort to resolve the grievance prior to Arbitration. The role of the Mediator is to assist the Union and Employer in reaching a mutually acceptable resolution to the grievance as expeditiously as possible.
- b) If the Union and the Employer mutually agree to mediation, such agreement will be confirmed in writing.
- c) If the Union and the Employer do not mutually agree to mediation, the grievance may be submitted to Arbitration.
- d) The Union and the Employer will equally share the fees and expenses of the Mediator.
- e) The Union and the Employer will make reasonable efforts to reduce the costs of mediation and to involve the Employee(s) and representatives of the Employer and Union most directly affected by the grievance. The grievor(s) and a Union representative will be permitted to attend the mediation sessions without loss of regular pay. Legal counsel will not attend or directly participate in the mediation process.
- f) Upon request of the parties, the Mediator may provide recommendations to resolve the grievance. Unless accepted by both parties, the Mediator's recommendations will be non-binding, will set no precedent, and will not thereafter be referred to by the parties in respect of any other matter in any other proceedings. The parties will provide written notice to each other of their acceptance or rejection of the Mediator's recommendations within five (5) working days of receipt of the recommendations.
- g) Either party may withdraw from mediation at any time during the process by advising the Mediator and the other party. Time limits for advancing

the grievance to arbitration will commence upon withdrawal from mediation.

- h) Agreements at mediation that resolve the grievance will be reduced to writing and signed by the Union and the Employer.

Arbitration

Failing satisfactory settlement in **Step 3** or Mediation, the Union or the Employer may, within twenty (20) working days of the receipt of the decision rendered in **Step 3**, notify the other party in writing of its desire to submit the grievance to Arbitration and name three persons it is willing to accept as the single arbitrator in such notice.

Within ten (10) days of receipt of notice of arbitration, the party receiving such notice shall notify the other party of its acceptance of one of the suggested arbitrators, or provide the names of three persons that it is willing to accept as the single arbitrator.

Should the parties be unable to agree on an Arbitrator, the party submitting the grievance to Arbitration shall request the Director of Mediation Services to appoint an Arbitrator in accordance with the *Alberta Labour Relations Code*.

- 12.09 The Arbitrator, where an Employee has been dismissed or suspended for other than proper or just cause may:
 - a) direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his wage loss by reason of suspension or dismissal or such lesser sum as, in the opinion of the Board of Arbitration, is fair and reasonable, or
 - b) make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement.

12.10 Any Employee or Union Officer desiring to appeal a dismissal or suspension shall do so under the Grievance Procedure and in such cases Step 1 of the Grievance Procedure may be omitted.

12.11 A Temporary or Casual Employee shall not have the right to grieve the termination of her employment on the expiry of the term for which the Employee was hired.

ARTICLE 13 - PROBATIONARY PERIOD

13.01 a) Regular Full-time Employees

New Employees shall serve a probationary period of six hundred and fifty (650) hours **worked**, extendible by up to an additional three hundred and twenty five (325) hours **worked**. The Union shall be notified of any extension beyond the initial six hundred and fifty (650) **hours worked** period and the Employee will be advised in writing of any performance related concerns. Further, each full day of absence from work for any reason will extend the probationary period by one day.

If a new Employee is unsatisfactory in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure, provided such termination is not for reasons which are discriminatory, arbitrary or in bad faith.

b) Regular Part-time and Temporary Employees

New Employees shall serve a probationary period of five hundred, eighty-two and one-quarter (582 $\frac{1}{4}$) hours worked, extendible by up to an additional two hundred, ninety one and one-half (291 $\frac{1}{2}$) hours. The Union shall be notified of any extension beyond the five hundred, eighty-two and one-quarter (582 $\frac{1}{4}$) hour period.

If an Employee is unsatisfactory in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without cause or notice and without recourse to the grievance procedure, provided such termination is not for reasons which are discriminatory, arbitrary or in bad faith.

c) Casual Employees

The provisions of this Article do not apply to Casual Employees.

13.02 Feedback on Progress

A new Employee will be kept regularly advised of his/her progress during the probationary period.

ARTICLE 14 - DISCIPLINE, DISMISSAL AND TERMINATION

- 14.01 a) Except in cases of dismissal for just cause, Employees or the Employer shall give twenty (20) working days' notice of termination of employment. If twenty (20) working days' notice is not given by an Employee, Article 23.10 shall apply.
- b) prior to administering discipline the Employee will be advised of the time and place of a disciplinary meeting and shall be advised of their right to have a Union representative in attendance.
- 14.02 An Employee who is dismissed shall receive his termination entitlement **within five (5) working days**. An Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which he/she is entitled within ten (10) days following the date on which he/she terminates his/her employment.
- 14.03 An Employee shall be considered terminated when:
- a) absent from work for three (3) days or more without good and proper reason and/or without notifying the Employer;
- b) does not return from lay-off as required or has been on a lay-off for a period of time exceeding eighteen (18) months;
- c) fails to return to work within five (5) working days after being notified of recall from layoff, in accordance with Article 17.01 g).
- d) has been granted leave of absence of any kind and overstays her leave without the permission of the Employer, in accordance with Article 28.01 b).
- 14.04 a) When the Employer processes a written disciplinary warning or when any other disciplinary action is recorded against an Employee, a copy will be forwarded to the Local Union Steward.
- b) Employees will sign at the time of issuance that they have, in effect, read the document(s).
- c) An Employee may elect to have a Shop Steward present during a disciplinary meeting.
- 14.05 Reprimands not involving suspension shall be removed from an Employee's file providing there has not been any additional offence(s) within a twelve (12) month period.

- 14.06 Reprimands involving suspension shall be removed from an Employee's file providing there has not been any additional offence(s) within an eighteen (18) month period.
- 14.07 An Employee may submit a written request to view his personnel file once every year and when necessitated by an Employee who has been reprimanded or has filed a grievance, to the Human Resources Manager or designate with at least forty-eight (48) hours notice.

ARTICLE 15 - APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

- 15.01 a) The Employer agrees to **post vacancies** in reasonably accessible locations **for a period of not less than six (6)** working days prior to an appointment being made. The job posting shall be based on the current job description and will indicate:
- i) Position summary;
 - ii) Qualifications;
 - iii) Location;
 - iv) Pay scale;
 - v) Where to submit application;
 - vi) Deadline for application.
- b) An electronic communication of the job posting and the subsequent successful applicant will be forwarded to the President, or designate, of the Local Union.
- c) The Employer shall post the name of the successful applicant to the position within seven (7) calendar days of the appointment.
- d) **Notwithstanding the above, the Employer may implement electronic postings, bulletin boards and/or application processes.**
- 15.02 Temporary vacancies that are expected to be of duration of greater than four (4) weeks shall be posted in accordance with Article 15.01 above.
- 15.03 a) For the purpose of this Agreement, promotion shall mean an advancement to a classification with a higher pay grade.
- b) Transfer shall mean a change to a classification with an equal or lower pay grade as a result of an application made by the Employee.
- 15.04 Education, training and experience shall be considered in transfers and promotions with primary reference to the job description. Where these

factors are judged to be relatively equal seniority shall be the determining factor. Qualifications shall not be established in a discriminatory manner.

In filling posted positions, **an Employee applicant** with seniority from within the bargaining unit will be given first consideration before **an external applicant**, provided they meet the necessary qualifications.

15.05 Order of Consideration

In considering internal applicants, the Employer will use the following order:

- a) Regular Employees;
- b) Temporary and Casual Employees.

15.06 Trial Period

- a) A successful applicant for promotion or transfer, to a different classification, shall be placed on a trial period of five hundred and eighty-two and one-quarter (582 ¼) regular hours worked extendable up to two hundred and ninety-one and one-half (291 ½) regular hours worked by mutual consent between the Union and the Employer, in which to demonstrate satisfactory performance. During this trial period, the Employee may choose to return or the Employer may direct the Employee to return to her former position and basic rate of pay.
- b) Where an Employee is promoted or transferred to a Phlebotomist classification, the trial period shall commence following the Employee's successful completion of the Employer's Phlebotomy training program.**

- 15.07
- a) When an Employee is promoted, the salary of such an Employee shall be advanced to that step in the new scale which is next higher than her current rate of pay or to the step which is next higher again if such salary increase is less than the Employee's normal annual increment. An Employee's anniversary date for the purpose of an annual increment will be changed to the date of the promotion.
 - b) When an Employee is transferred to a different classification in the same wage group, her salary shall remain the same with the same anniversary date. When an Employee is transferred to a classification in a lower wage group, then her salary shall be changed to the same step **on** the new classifications salary scale and the anniversary date will remain the same.

- 15.08 a) **A Regular Employee who is assigned to an alternate position on a temporary basis, within or outside of the bargaining unit, shall retain their regular status and return to their regular position at the conclusion of the temporary assignment.**

Where such assignment is outside of the bargaining unit, the Employee will continue to accrue service for seniority, sick, vacation and salary increments.

- b) In the event a Regular Employee is temporarily assigned by the Employer to perform the duties of a higher paid classification within the bargaining unit, she shall be paid a premium of one dollar and twenty five cents (\$1.25) per hour when such assignment is for a full shift.
- c) When a bargaining unit Employee is temporarily assigned to a Supervisory position for a full shift, such Employee shall be paid a premium of one dollar and twenty five cents per hour.
- d) The premium noted in 15.08 b) and c) above shall not be considered part of the Employee's basic rate of pay.

- 15.09 a) When an other than Full-time Employee is appointed to a Regular Full-time position all benefits of this Agreement that were not previously applicable will apply and commence to accrue from the date of appointment to the Full-time position subject to the regulations and eligibility requirements applicable to Regular Full-time Employees. The Employee's future anniversary date for the purpose of annual increments shall be the date of appointment to the Regular Full-time position.

- b) Further to a) above, the Employee will retain her accumulated service credits for the purpose of calculating vacation entitlement in the Full-time position.

- c) Filling of Temporary (Full-time) and Casual Positions

The Employer will endeavor to fill Temporary (Full-time) and Casual positions with available Regular Part-time Employees within classifications. The employment status of such Employees will not be changed to Temporary or Casual.

ARTICLE 16 - SENIORITY

16.01 Seniority is defined as a Regular Employee's length of continuous service with the Employer within the bargaining unit from the last date of hire.

Seniority shall only be applicable in cases of lay-off, recall procedures, selection of vacation dates and job postings.

16.02 Up to date seniority lists (Full-time and Part-time) shall be posted by the Employer, in places accessible to all Employees by April 1st of each year, with a copy to the local president or designate. **An Employee who does not believe her/his posted seniority is accurate shall raise this issue with Human Resources within thirty (30) days of a new seniority list being posted.**

Requests for correction shall be made in writing and shall be limited to alleged errors or changes that are unique to the newly posted seniority list.

In the event of a dispute between Employees, over their respective seniority, the Employer's employment records shall be the official record.

16.03 Temporary and Casual Employees shall accumulate seniority, based on hours worked, for the purposes of job postings only.

ARTICLE 17 - LAYOFF AND RECALL PROCEDURE

17.01 Definition

The definition of a layoff for a **Regular** Full-time Employee is a reduction in hours, or the elimination of a position, and the definition for a layoff for a **Regular** Part-time Employee is an elimination of a position.

At least twenty (20) working days prior to a **layoff**, the Employer will meet with the Union to inform the Union of the Employer's intentions:

a) In the event of a lay-off, Employees shall be retained in the order of their classification seniority provided they have the required abilities and qualifications to fill the position available.

Employees shall be recalled in order of classification seniority when work becomes available provided they have the required abilities and qualifications to fill the position available.

- b) No new Employee shall be hired until those laid off who can perform the job available have been given the first opportunity of recall.
- c) The Employer shall notify Employees to be laid off in accordance with this Article at least twenty (20) working days before the lay-off is to be effective. If the Employee who has received a lay-off notice is not provided with an opportunity to work during the notice period, such Employee shall be paid an amount equal to the wages the Employee would have earned, had they worked their regular hours of work in the twenty (20) working day period. If such Regular Employee is assigned duties other than those normally connected with the classification in question during the notice period, the Employee shall not be paid less than the amount of wages they would have been entitled to receive had such Employee not been provided with an opportunity to work during the notice period.
- d) Notice of lay-off shall be in writing and shall be served either in person, by double registered letter, or by courier signature directed to the Employee's last known address. Lay-off notices served by registered mail shall be considered served effective the date of registration with the postal services, or if served in person, shall be considered served effective the date of receipt by the Employee. Employees on authorized absence shall be served their notice upon return to work.
- e) The Union shall be notified in writing of lay-offs as they occur (i.e. cc. on lay-off letters).
- f) Seniority shall be considered broken, all rights forfeited, and there shall be no obligation on the part of the Employer to rehire an Employee upon the expiry of eighteen (18) calendar months following a lay-off during which time the Employee has not been recalled to work.
- g) The Employee on lay-off shall be responsible to keep the Centre advised of her current address or changes in her address. Should an Employee fail to return to work within five (5) working days after being notified in writing by registered mail at her last known address with the Employer, she shall be considered to have terminated her employment.
- h) Employees on lay-off are not entitled to any benefits under this Agreement and shall not earn seniority, sick leave service credits, annual vacation credits and Named Holiday pay during the entire period of lay-off. The Employee's salary increment shall also be adjusted by the same amount of time as the period of lay-off.

- i) An Employee in a trial period, for a different position, at the time of layoff or from a recall will retain the balance of their recall rights should they not be successful in maintaining the position.

ARTICLE 18 - TECHNOLOGICAL AND ORGANIZATION CHANGE

18.01 Technological and Organization Change

- a) In the event that Regular Employees will be displaced due to change in methods of operation, the Employer will notify the Union at least 2 months in advance of such change.
- b) Provided a Regular Employee possesses the basic ability to perform in an alternate position, the Employer will endeavour to assign such affected Employee to another position within the bargaining unit and agrees to provide any necessary training.
- c) Regular Employees who are assigned by the Employer to a lower paid position subject to b) above, shall continue to receive their current rate of pay until such time as the rate of pay for the lower paid position is equal to or greater than their current rate of pay, and thereafter shall be paid in accordance with the lower paid classification.
- d) Where alternative employment is not available, the Employer will give the Regular Employee a minimum of four (4) weeks notice or pay in lieu of notice of displacement and all conditions of the lay off and recall article shall apply.

18.02 The provisions of this Article shall not apply to Temporary or Casual Employees.

ARTICLE 19 - HOURS OF WORK

- 19.01 a) The normal hours of work for Regular Full-time Employees shall be seventy-five (75) hours bi-weekly, and the normal daily hours shall be seven and one half (7 ½) hours or as per posted schedules. The normal daily hours shall be exclusive of an unpaid meal break to be scheduled by the Employer.
- b) A Regular Full-time Employee shall be paid her bi-weekly rate, seventy-five hours, when if through no means attributable to her she has been scheduled by the Employer to work less than the normal bi-weekly hours specified in Article 19.01 a)

19.02 Regular Full-time Employees shall be scheduled four days off within fourteen days, two (2) of which will be consecutive. The Employer shall endeavour to schedule such Employees **two (2) consecutive days off each week and endeavour to schedule** every second (2nd) weekend off.

19.03 Other than Full Time Employees

- a) The normal hours of work for Regular Part-time Employees shall be less than **seventy-five (75) hours bi-weekly**.
- b) Subject to operational requirements, Regular Part-time Employees will have first access to additional available hours (Temporary/Term and Casual), subject to availability and required qualifications.
- c) Regular Part-time and Temporary/Term Employees shall not work in excess of six (6) consecutive calendar days without a day off.
- d) Where the cancellation of a clinic occurs, outside the control of the Employer, and where forty-eight (48) hours notice is not provided and where Employees cannot be otherwise deployed, the Employer will pay a minimum of three (3) hours at the Employee's regular straight time rate of pay.
- e) A scheduled shift shall be no less than three (3) hours.
- f) While it is not the Employer's intention to use split shifts as a regular part of scheduling, the Employer may do so to accommodate certain situations, which may arise from time to time.

19.04 There shall be a minimum of ten (10) hours' rest between scheduled work days.

19.05 Work schedules shall be posted four (4) weeks in advance for all Employees, however:

- a) in the event of an Employee returning from medical leave, or in the situation of cancellation of surgery, and upon forty-eight (48) hours notice to the Employer, the Employer will endeavour, whenever possible, to integrate the returning Employee into other available hours within the department's posted schedule;
- b) the Employer will endeavour to assign all Regular Employee's shifts on an equitable rotation basis based on skill sets, unless otherwise mutually agreed by the Employee and the Employer;

- c) when operational requirements permit, Employees may exchange shifts among themselves provided that prior approval of such shift exchange is sought from and given by the Employer and that there is no increases in cost to the Employer.

19.06 Hours of work will be deemed to include time off in lieu of overtime pay.

19.07 Rest Periods

- a) As scheduled by the Employer,
 - i) one (1) rest period of fifteen (15) minutes with pay during each shift of three and three-quarters (3 $\frac{3}{4}$) hours or longer;
 - ii) two (2) rest periods of fifteen (15) minutes with pay during each shift of seven and one-half (7 $\frac{1}{2}$) hours.
- b) The Employer shall endeavor to ensure that rest periods will not be scheduled in conjunction with meal periods or starting/quitting times.
- c) **Where an Employee is unable to take their scheduled rest period, such rest period shall be provided later in the shift. Where this is not possible, the time will be added to their shift and be paid at either the regular rate of pay or the overtime rate, whichever is applicable.**

19.08 An unpaid meal period of a minimum of thirty (30) minutes or up to sixty (60) minutes shall be provided by the Employer during each shift of seven and one-half (7 $\frac{1}{2}$) hours or more as per posted schedules. If an Employee is recalled to duty during her meal period, additional time shall be provided later in the shift. If this is not possible, the Employee shall be compensated with time off at a later date.

19.09 In the case of mobile clinics, hours of work for Employees shall include travel time from the Centre, or the point of origin of the mobile assignment, to the point of designation and return back to the Centre/point of origin.

ARTICLE 20 - SHIFT AND WEEKEND PREMIUM

20.01 Shift Premium

An evening premium of two dollars and seventy-five cents (\$2.75) per hour, shall be paid to Employees for all hours worked, including overtime hours, when the majority of such hours fall within the period of 1600 and 0800 hours of the next day. This premium will not be considered in determining the Employee's overtime rate, vacation pay, holidays, sick leave or any other benefits. This premium will not be considered part of the basic rate of pay.

20.02 Weekend Premium

A week-end premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid to an Employee working between 0001 Saturday and 2400 Sunday. This premium will not be considered in determining the Employee's overtime rate, vacation pay, holidays, sick leave or any other benefits. This premium will not be considered part of the basic rate of pay.

ARTICLE 21 - OVERTIME AND CALLBACK

21.01 Regular Full Time Employees

- a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seventy-five (75) hours bi-weekly.

Other than Full Time Employees

- b) Other than Full Time Employees shall receive pay for all hours worked in excess of seven and one-half (7 ½) hours per day or **seventy five (75) hours bi-weekly.**

21.02

- a) Overtime worked by an Employee immediately following or immediately preceding her scheduled shift shall be paid at double time (2X) her basic hourly rate.
- b) **Where unscheduled overtime is offered, the Employer shall endeavour to distribute such hours equitably amongst Employees who regularly perform the required work and who have indicated their availability in the availability book.**
- c) **Where overtime is being offered to extend an existing shift, such overtime shall first be offered to Employees who are already working or scheduled to work that shift in order of seniority.**

21.03 Employees required by the Employer to work on their scheduled days off shall be entitled to pay at the overtime rate of two times (2X) their basic rate of pay for all hours so worked, or to compensating time off as provided in Article 21.06.

21.04 Call back

An Employee who is called back to work outside his regular scheduled hours of work shall be paid for all hours worked or for two (2) hours, whichever is the longer at the overtime rate. When the Employee is able to resolve the matter without returning to the workplace, she shall be paid for thirty (30) minutes or for the actual time spent on the call, whichever is greater. Subsequent calls within the half hour period shall not result in an additional minimum thirty (30) minute payment.

21.05 Where the required rest time between scheduled work days, in accordance with Article 19.04, is not provided, the Employee shall receive payment of two times (2X) the Employee's regular hourly rate for all hours worked during the rest period.

21.06 Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the overtime rate. Regular Employees can accumulate such time off, to a maximum of thirty-seven and one half (37 ½) hours. Any such accumulation that would exceed this maximum will be paid out to the Employee at the appropriate overtime rate.

- a) A Regular Employee may request time off in lieu of overtime to be taken at a mutually agreeable time; or
- b) A Regular Employee may request time off in lieu of overtime worked to be taken in conjunction with the Employee's annual vacation; or
- c) **Time in lieu accumulated between January 1st and December 31st of the previous calendar year which has not been used or scheduled for use before March 1st of the following year will be paid out by the Employer.**

21.07 A Regular Employee called back from their scheduled vacation shall be paid for all hours worked during this period at double time (2X) their basic hourly rate of pay, and such vacation shall be rescheduled to a mutually agreed time. Failing mutual agreement, the vacation pay shall be paid out at the completion of the vacation year.

ARTICLE 22 - NAMED HOLIDAYS

22.01 a) Regular Full-time Employees shall be entitled to a paid day off on or for (in lieu of) the following Named Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Christmas Day	Victoria Day
Boxing Day	Canada Day
August Civic Day	

one (1) day added to either Christmas or New Year's Day holidays;

- b) and any other day proclaimed as a holiday by the Federal or Provincial Government.
- c) In addition to the above mentioned Named Holidays, Regular Full-time Employees shall be granted an additional holiday, as a float Holiday which shall be requested in writing by the Employee. The Float Holiday shall be scheduled at a time mutually agreed by the Employer and the Employee. If the holiday is not taken by the last day in March in the following year, it shall be paid out. A Regular Full-time Employee hired prior to September 1st, in any fiscal year will qualify for the float holiday.

22.02 To qualify for a Named Holiday with pay the Employee must:

- a) work their scheduled work day immediately prior and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer, and
- b) work on the holiday when scheduled or required to do so.

22.03 Should any of the above Named Holidays listed in Article 22.01 a) above fall on a Regular Full-time Employee's scheduled weekly day off, (without pay), an alternate day off with pay shall be granted, as mutually agreed, within thirty (30) days either prior to or after the scheduled Named Holiday. If such day off with pay cannot be arranged, the Employee shall receive one (1) day's regular pay in lieu thereof.

- 22.04 When a scheduled Named Holiday(s) falls during a Regular Full-time Employee's annual vacation, such holiday(s) may, by mutual agreement, be added to the vacation period, or if this is not possible, the Employee shall be granted another work day(s) off with pay in lieu thereof. Such day(s) off with pay in lieu shall be granted within thirty (30) days of return to work from vacation.
- 22.05 A Regular Full-time Employee obliged in the course of duty to work on a scheduled Named Holiday shall be paid for all hours worked on such day at two times (2X) her regular rate plus:
- a) one regular day's pay; or
 - b) an alternate date off with pay shall be granted, as mutually agreed, within 30 days either prior to or after the scheduled Named Holiday. If such day off with pay cannot be arranged, the Employee shall receive one (1) day's regular pay in lieu thereof.
- 22.06
- a) On each pay cheque, Regular Part Time, Temporary and Casual Employees shall be paid five percent (5%) of their regular gross earnings in lieu of Named Holidays.
 - b) Regular Part time, Temporary and Casual Employees required to work on a scheduled Named Holiday shall be paid in addition to a) above at two times (2X) their regular rate of pay for all hours worked on such holidays.

ARTICLE 23 - ANNUAL VACATION WITH PAY

- 23.01 The vacation year is April 1 of one (1) year to March 31 of the following year.
- 23.02 Vacation entitlement is earned during each vacation year of continuous service and taken during the same vacation year, subject to 23.05, 23.06 and 23.07.
- 23.03
- a) For the first **year** of employment a Regular Full-time Employee shall **accrue** annual leave of one and one-quarter (1 ¼) working days for each complete month of service from April 1st of one year to March 31st of the following year. This provides for a maximum of fifteen (15) working days.
 - b) Following completion of **one (1) year** of continuous service a Regular Full-time Employee shall **accrue** one and two thirds (1 2/3) working days for each complete month of service. This provides for a maximum of twenty (20) working days.

- c) Following completion of **nine (9)** years of continuous service a Regular Full-time Employee shall **accrue** two and one twelfths (2 1/12) working days for each complete month of service. This provides for a maximum of twenty-five (25) working days.
- d) Following completion of **nineteen (19)** years of continuous service a Regular Full-time Employee shall **accrue** two and one-half (2 1/2) working days for each complete month of service. This provides for a maximum of thirty (30) working days.
- e) Vacation pay will be based on the current normal rate of pay and shall be based on paid hours during the vacation year, except where otherwise indicated.

23.04 For the purpose of calculating the inclusive date of annual leave periods, one week of annual leave will be reported as five (5) days.

23.05 Time of Vacation

Vacation time must be taken during the vacation year in which it is earned subject to the following:

- a) i) the Employer shall post a vacation schedule planner by January 1st of each year. Where an Employee submits a vacation preference by **February 1st** of that year, the Employer shall indicate approval or disapproval of that vacation request by **February 28th** of that year. Requests for vacation which are submitted after **February 1st** shall be dealt with on a first-come, first-serve basis;
- ii) where an Employee submits a request to defer a portion of their vacation by **February 1st** of that year, subject to Article 23.07 and 23.08 of this Agreement, the Employer shall indicate approval or disapproval of that deferral by **February 28th** of the current vacation year;
- b) where Employees have submitted their request for vacation within the time frame of January 1st to **February 1st** stipulated in Article 23.05 (a), vacation dates will be allocated based on seniority, where it is operationally possible to do so. Seniority preference shall be considered for one vacation period, only if vacation entitlement is broken into more than one (1) period during the vacation year;

- c) except for vacation deferral as identified in Article 23.05 (a), no Employee may continue to work and draw vacation pay. Except for an Employee on extended leave of absence for health-related reasons, if an Employee has not taken or scheduled vacation by December 31st of any year, the Employer may schedule such vacation so no payout will occur.
- 23.06 Provision to request approval to defer annual leave is made to meet the exigencies of the service only. The only exceptions to these regulations are as follows:
- a) Employees appointed subsequent to December 31st, in any year - vacation leave may not be granted during probationary period. In such cases, it is permissible to request deferment of annual leave;
- b) Employees who have completed four (4) or more years of continuous service - Employees qualifying may request deferment at intervals of not less than four (4) years.
- 23.07 Request to defer annual leave under 23.06 a) and b) above, are to be submitted for review not later than **February 1st** in any year and, if approved, such leave is to be completed prior to July 31st of the following year and may not be combined with the annual leave for **that** year.
- 23.08 Upon termination, leave earned but not taken, will be reimbursed at the Employee's current rate of pay in the final pay cheque.
- 23.09 Upon termination, annual leave taken but not earned will be recovered at the Employee's current rate of pay from the final pay cheque.
- 23.10 Pro rata vacation pay on termination of employment will be paid with the service rendered if the proper notice is given. If proper notice of termination is not given, the Employee will be paid in accordance with the Alberta Employment Standards Act.
- 23.11 Where in respect of any period of annual leave, an Employee may be granted sick leave for an illness which would confine the Employee for a period of more than three (3) working days, the Employee must notify the department head on the fourth (4th) day of illness, except in extenuating circumstances, and upon return submit a medical certificate substantiating proof of such illness. The period of annual leave 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. Such displacement will be taken out of the accumulated sick leave bank of the Employees.

23.12 Other Than Full Time Employees

- a) i) On each pay cheque, Temporary/Term and Casual Employees shall be paid a percentage of their total gross regular earnings, in lieu of annual vacation.
- ii) The percentage in lieu of paid vacation shall be on gross earnings, as follows:
- | | |
|------------------------------|-----|
| up to 1747.5 hours: | 6% |
| after 1747.5 hours: | 8% |
| after 15,727.5 hours: | 10% |
| after 33,202.5 hours: | 12% |
- b) The Employer shall bank on behalf of the Regular Part-time Employees the applicable percentage identified in the formula under Article 23.12 a) ii) in lieu of annual vacation. Once annually on the last pay day produced in June of each year the bank shall be paid out.
- c) **Each fiscal year, after twelve (12) months of continuous services, Regular Part-time Employees must apply for a minimum of three (3) weeks annual vacation without pay. Applicable Employees may apply for vacation without pay up to the following maximums:**
- **Up to 1747.5 hours, an Employee must request three (3) weeks unpaid vacation.**
 - **After 1747.5 hours, an Employee may request up to (4) weeks unpaid vacation.**
 - **After 15,727.5 hours, an Employee may request up to (5) weeks unpaid vacation.**
 - **After 33,202.5 hours, an Employee may request up to six (6) weeks unpaid vacation.**

ARTICLE 24 - SICK LEAVE

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

24.02 Regular Full Time Employees

All Regular Full Time Employees and **Regular Full Time** probationary Employees after a continuous period of employment of three (3) months, are eligible for benefits provided under this plan during the period a person has Regular Employee status under the regulations of the Employer.

24.03 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.

24.04 Based on continuous service, sick leave credits will accrue to each Regular Full-time 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 completed			65 days
1 year	10 days	20 days	45 days
2 years	15 days	35 days	25 days
3 years	20 days	50 days	5 days
4 years	25 days	65 days	
5 years	30 days	80 days	
6 years	35 days	95 days	
7 years	40 days	110 days	
8 years	45 days	125 days	
9 years	50 days	140 days	
10 years	55 days	155 days	
11 years	60 days	170 days	
12 years	65 days	185 days	
13 years	70 days	190 days	
14 years	75 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	

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

24.06 When a Regular Full-time Employee returns to active employment, i.e. the Employee assumes the full responsibilities of their regular position, at their regular hours of work following a period of sick leave and has exhausted all sick leave, credits to a maximum of 15 weeks at sixty-six and two-thirds percent (66 2/3%) will be made available after the following intervals:

- a) one (1) month after return to active employment in the case of a new disability; and
- b) three (3) months after return to active employment in the case of a recurrence of the same disability.

24.07 Regular Part Time Employees

- a) Regular Part-time Employees shall accrue sick leave credits on the basis of eleven and one-quarter (11 ¼) hours for each one hundred sixty-two and one-half (162 ½) regular hours worked to a maximum accumulation of nine hundred (900) hours.
- b) Following four hundred eighty seven and one-half (487 ½) regular hours worked payment from sick leave banks will be made based on posted scheduled hours of work only for days on which Regular Part-time Employees are required to work but cannot attend due to illness. If the Regular Part-time Employee's illness continues beyond her posted scheduled hours of work (i.e., no further work is scheduled for her in the meantime because of her illness), payment from the sick leave banks will be based on the weekly average number of hours worked by the Regular Part-time Employee in the 2 calendar week period immediately preceding her sick absence.
- c) A Regular Part-time Employee who transfers to a Full-time position (or vice versa) without a break in service shall accrue sick leave benefits as follows:
 - i) Upon transfer to a Full-time position, sick leave entitlements will be based on the Employee's length of service pro-rated to Full-time in accordance with Article 24.04.

- ii) Upon transfer to a Regular Part-time or Part-time position sick leave entitlements accrued under Article 24.04 will be converted in accordance with Article 24.07 and future sick leave entitlements will accrue in accordance with Article 24.07.
- 24.08
- a) It is not to be construed, however, that the provisions under this policy give any Employee the right to be retained in the service of the Employer or any right or claim for sick benefits after termination of service.
 - b) If an Employee is unable to resume duties at the expiration of an authorized leave of absence, his or her service may be terminated without prejudice to any rights the Employee may have under the terms of the Pension Plan of the Employer.
- 24.09
- The Employee must observe all of the following regulations to obtain the benefits available:
- a) advise the department manager or the immediate supervisor of sickness or accident on the first day and no less than one (1) hour prior to commencement of their scheduled shift except in circumstances beyond the control of the Employee;
 - b) give full and correct information regarding the disability and furnish such medical certificates as may be required by the Employer;
 - c) report to the Employer before making any change in usual place of residence or address during disability.
- 24.10
- Except for the health related portion of maternity leave, sick leave with pay will not be granted during any leave of absence, excluding Union leaves, nor for self inflicted illness or injury.
- 24.11
- Nothing in this plan shall be construed as providing in any instance anything less than the minimum benefit necessary to meet E. I. requirements, nor shall it be construed other than as outlined above as providing benefits in excess of the E. I. basic requirements of a sick leave plan.
- 24.12
- Upon termination of employment, all sick leave credits shall be cancelled and no payment shall be due thereof.

ARTICLE 25 - HEALTH BENEFITS

- 25.01 The Employer will make available the following Employee health and Employee benefits plans, to the same extent and subject to the same eligibility requirements and rules and regulations of these plans, and on the same cost-sharing basis, as are presently being enjoyed by them:
- a) Alberta Health Care Insurance Plan – one hundred percent (100%) Employer-paid
 - b) Extended Health Care Benefits – one hundred percent (100%) Employer-paid. (including vision care)
 - c) Dental Care Plan – sixty-six and two-thirds percent (66 2/3 %) Employer-paid; thirty-three and one-third percent (33 1/3 %) Employee paid. Employees may opt out of the Dental Care Plan only if his/her spouse has equal or better through his/her Employer
 - d) Group Life Insurance and Accidental Death and Dismemberment Insurance – present cost-sharing
 - e) Voluntary Dependents' Life Insurance – present cost-sharing
 - f) Long Term Disability Plan - present cost-sharing

25.02 Health Benefit Plans

Employees on other than Full-time status shall be eligible to participate in the Employee benefit plans as outlined in Article 25.01 subject to the eligibility requirements for membership and the rules and regulations of said plans.

25.03 Employees occupying the Driver Classification

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

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

ARTICLE 26 - PENSION PLAN

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

ARTICLE 27 - WORKERS' COMPENSATION

- 27.01
- a) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive her net salary from the Employer provided she assigned over to the Employer her compensation payments due from the Workers' Compensation Board from the time lost as a result of the accident. In addition, the Employer agrees to assist Employees in filing claims for any Injuries related to WCB.
 - b) Should the Employee's claim be disallowed by the Workers' Compensation Board, then any monies paid by the Employer shall be either charged against accumulated sick leave, or if the Employee has no sick leave, the amount so paid shall be recovered from the Employee.
 - c) When an Employee is absent on a Workers' Compensation claim, all benefits of this Agreement will continue to accrue for a period of one (1) year subject to d) below.
 - d) An Employee who is absent on a Workers' Compensation claim will not accrue annual vacation and designated Named Holidays during the entire period of absence. However, service credits for the purpose of calculating future vacation entitlement will continue to accrue during such absences.
 - e) An Employee shall be deemed terminated at such time that she is declared by a physician to be permanently unfit to perform the essential duties of her position and where alternative measures at accommodation within the Centre are not viable. Notwithstanding, in the case of Regular Full-time and Regular Part-time Employees, such termination will not take effect earlier than one (1) year from the date the leave commenced.

- 27.02 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.
- 27.03 Employees are required to provide their immediate Supervisor, as far in advance as possible, with a written notice of readiness to return to work.

ARTICLE 28 - LEAVES OF ABSENCE

- 28.01 a) Leave of absence without pay may be granted to a Regular Employee who has completed her probationary period, at the discretion of the Employer. All applications for leave of absence, with the exception of compassionate leave, shall be made in writing to the Employer twenty-one (21) calendar days in advance except in extenuating circumstances. Such application shall indicate the date of departure and the date of return. If a leave of absence is refused, reason for such refusal shall be given to the Employee in writing.
- b) An Employee who has been granted leave of absence of any kind and who overstays her leave without the permission of the Employer shall be considered to have terminated her employment, unless in the opinion of the Employer, such overstay is justifiable.
- c) In the case of leaves of absence without pay of more than one (1) month in duration, including maternity leave, Employees shall cease to accrue seniority rights, sick leave, annual vacation and service credits. The Employee's increment date shall also be adjusted by the same amount of time as the leave of absence and a new increment date shall prevail thereafter.
- d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.

28.02 Premium Payments

When an Employee has been granted leave of absence of any type for a period of more than thirty (30) consecutive days, such Employee shall be required to pay both the Employee's and the Employer's share of the premiums for applicable benefits and any other levies normally in force had such leave of absence not been granted. Payment is to be made in advance, and shall be based on the Employee's most current benefit premium payments. Contributions of the Employer and Employees to the CBS Defined Benefit Pension Plan will be in accordance with the terms of the Plan during any period of leave of absence without pay.

Where a leave of absence has been granted of any type for a period of thirty (30) days or less, such Employees shall be required, by payroll deduction, to pay the usual Employee benefit premiums and other levies normally in force had such leave of absence not been granted.

28.03 Education

A Regular Employee may request leave of absence without pay and without loss of seniority to up-grade their work related educational qualifications. Such leave of absence requests shall not be unreasonably denied.

28.04 Union Leave

- a) When a Regular Employee makes an application for leave of absence to perform duties of any office in his Local Union or of the parent Union, such leave shall be granted, subject to operational requirements and will not be unreasonably denied. An Employee shall retain their original seniority rights in the bargaining unit and with no decrease in status. Such leave shall be with pay and without loss of benefits and entitlements for which the Union will reimburse the Employer all costs plus a fifteen percent (15%) administration fee.
- b) Subject to the operational requirements of the Centre, one member of the bargaining unit who is a Regular Employee appointed to a paid position with the Union, for a period of up to one (1) year, may be granted leave of absence without pay in accordance with the provisions of Articles 28.01 and 28.02.
 - i) Employees on such leave shall provide the Employer with at least four (4) weeks' written notice of their return to work.
 - ii) The Employer will reinstate the Employee in the same position held by her immediately prior to taking leave, and at the same step in the pay rate or provide her with alternate work of a comparable nature at not less than the same pay rate, and all other benefits that accrued to her to the date she commenced the leave.

28.05 Maternity/Parental Leave

- a) A Regular Employee who is pregnant is entitled to up to fifty-two (52) weeks maternity leave. The period of time as requested by the Employee shall cover any period from twelve (12) weeks prior to the expected date of delivery to fifty-two (52) weeks after the actual delivery but in no case shall it exceed a total of fifty-two (52) weeks.

Casual and Temporary Employees are entitled to maternity leave in accordance with Employment Standards Code.

- b) Any Employee desiring leave of absence under the maternity clause must request such to management at least four (4) weeks prior to the date the leave of absence is to commence. Such request shall include the expected date of delivery. An Employee who is pregnant shall not be retained on staff following such time as in the opinion of management, in consultation with the Employee's personal physician, her ability to carry out her assignments is limited. Additional leave may be requested for health reasons if supported by a doctor's certificate.
- c) An Employee on maternity leave shall provide the Employer with at least four (4) weeks written notice of readiness to return to work at which time the Employer will reinstate the Regular Employee in the same classification held by her immediately prior to taking maternity leave and at the same basic rate of pay.
- d) Maternity leave shall be without pay. Premiums for staff benefits will continue to be shared during the first four (4) months of the leave. Thereafter, the Employee, if she elects to continue benefits coverage, becomes responsible for the full payment of such premiums.
- e) During a period of valid health related absence from work, supported by a medical certificate from her attending physician, the Employee's salary shall be topped up as per the SUB plan.
- f) Upon request, a father shall be given one (1) day's leave of absence with pay for the purpose of attending the delivery of the child and one (1) day's leave of absence with pay for attending the release from hospital of the mother who has given birth. The pay entitlement of Regular Part-time and Temporary Employees shall be limited to their scheduled hours of work.

Maternity / Parental / Adoption Supplemental Employment Benefit (SEB)

Maternity / Parental / Adoption Supplemental Employment Benefit (SEB) shall only apply to 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 two (2) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of EI maternity benefits for a maximum of fifteen (15) weeks, which is inclusive of the Alberta SUB plan (for the health related portion of the maternity leave of absence) in accordance with Article 24.11.

CBS will pay seventy-five percent (75%) of the Employee's regular weekly rate of pay for the two-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 two (2) 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 two-week waiting period is required for parental benefits under the Employment Insurance Act, CBS will pay seventy-five percent (75%) of the Employee's regular weekly rate of pay for this waiting period.

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

SEB Payment Calculation

1. SEB payments will be based on the regular weekly rate of pay in the Employee's home position.
2. The regular weekly rate of pay shall be determined by multiplying the Employee's regular weekly work hours by the regular hourly rate on the last day worked prior to the commencement of the leave and excludes overtime, premiums and allowances.
3. Regular weekly work hours for Regular Part-time Employees shall be determined by calculating the average regular hours paid per week over the twenty (20) weeks preceding the commencement of the leave.

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

28.06 Adoption Leave

A Regular Employee shall be entitled to adoption leave under the terms and conditions of the maternity leave provision of this Agreement.

Temporary and Casual Employees will be entitled to adoption leave in accordance with Employment Standards Code.

28.07 Bereavement and/or Funeral Leave

- a) Upon the death of a relative, a Regular or Temporary Employee shall be entitled to a leave of absence with pay up to five (5) working days for bereavement. For the purpose of this article, a relative shall be defined as mother, father, brother, sister, wife, husband, common-law spouse and same gender partner, child, foster child, grandchild, guardian, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparent of the Employee.
- b) Bereavement leave with pay may be extended by up to five (5) working days if travel in excess of 300 km. is necessary.
- c) The Employer shall grant up to one (1) day with pay to attend the funeral of a relative not covered by 28.07 a).

- d) The pay entitlement of Regular Part-time and Temporary Employees shall be limited to their scheduled hours of work.

28.08 Wedding Leave

The Employer shall grant a Regular Employee three (3) consecutive working days off with pay, excluding scheduled days off in accordance with Article 19.02, during the week immediately prior to or following her marriage or thereafter to the extent that any of the aforementioned days are normal working days. The leave may be added to any normal vacation approved to be taken at the time of the wedding.

The pay entitlement of Regular Part-time and Temporary Employees shall be limited to their scheduled hours of work.

28.09 Pressing Necessity and Appointments

- a) A Regular Employee will be granted up to four (4) days leave with pay per calendar year where the Employee is unable to report to work due to unanticipated circumstances of pressing necessity which requires the Employees personal attention. This may include, but not be limited to illness of the Employee's spouse or child. The Employee shall provide proof of illness if required. **Such leave will not be unreasonably denied.**
- b) Provided medical/dental appointment cannot be scheduled outside working hours, a Regular Employee will be granted (upon two [2] weeks advance written notice whenever possible), up to twenty (20) hours of paid leave per year for the purpose of attending such appointments.
- c) The pay entitlement of Regular Part time and Temporary Employees shall be limited to their scheduled hours of work.

28.10 Witness/Jury Duty

The Employer shall grant leave of absence with pay and without loss of seniority or benefits to a Regular Employee who is subpoenaed and appears as a juror or witness. The Employee will turn over any monies received from the Court to the Employer.

The pay entitlement of Regular Part-time and Temporary Employees shall be limited to their scheduled hours of work.

ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY

- 29.01 a) The Employer and the Union agree that they will co-operate to the fullest extent to maintain standards of safety, occupational health and accident prevention in the workplace.
- b) A joint Management and Employee Health and Safety Committee shall be established, with representation from each department and at least one (1) of such representatives shall be a member of the bargaining unit, fully approved by the Union. Participation by the bargaining unit representative shall be without loss of regular pay.

The Committee shall identify areas of potential danger, recommend means of improving health and safety programs, obtain information respecting the identification of hazards and standards affecting the industry and make recommendations to the Employer in regards to these matters. Correspondence, information and notices concerning the OHSC and health and safety generally shall be provided to the committee members.

- c) The Committee shall normally meet at least once a month at a mutually acceptable hour and date; however, a special meeting may be requested by any member to deal with any urgent matter. Scheduled time spent in such meetings is to be considered time worked and paid for by the Employer. Minutes shall be kept of all meetings and copies shall be sent to the Employer and the Union.
- d) The Union and the Employer agree to encourage their members and Employees to co-operate fully in the observation and participation of all safety rules and practices.
- e) The Employer and Union agree to assist workers suffering from work-related injuries in accordance with applicable legislation and the application of the Employer's Occupational Health and Safety Policy.

ARTICLE 30 - WAGES

30.01 All Employees shall be paid on a bi-weekly basis in accordance with the Salary Schedule attached.

30.02 Overpayment of Wages and/or Entitlements

Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment over six (6) pay periods.

30.03 Changes in the Employee's rate of pay based on years of service with the Employer shall be made on the exact anniversary of the Employee's date of employment unless otherwise stated under pertinent articles.

30.04 Anniversary Increments

Regular Part-time, Temporary and Casual Employees shall be entitled to annual increments upon completion of each one thousand seven hundred, forty-seven and one-half (1747 ½) hours worked or twelve (12) months whichever occurs later, up to the maximum increment level granted to Full-time Employees in accordance with the Salary Appendix of this Agreement.

ARTICLE 31 - JOB CLASSIFICATION

31.01 Each Employee shall be given an up to date copy of their job description upon hiring, transfer or promotion.

31.02 In the event the Employer changes or amends the job descriptions for any classifications, then a copy of the new and revised job description will be given to each Employee in that classification with a copy going to the Union. Notwithstanding the foregoing, the Union shall have the right at any time to request and receive any job description for any classification within the bargaining unit.

- 31.03 Should the Employer substantially amend, change a job description or introduce a new classification within the bargaining unit, the Employer shall inform the Union of the effective date of implementation of the amended or new classification and shall send to the Union the pay rate. Should the Union disagree with the proposed pay rate, the Union shall enter information negotiations with the Employer on the matter within fourteen (14) days of the Employer's notice to the Union. Failing agreement between the parties, within fourteen (14) days of the date of the Employer's notice the matter shall be referred to Arbitration as provided for in Article 12 within a further period of fourteen (14) days.

ARTICLE 32 - MOBILE CLINIC ALLOWANCES

- 32.01 a) All Employees who are officially required to work on mobile clinics outside the city limits of Calgary over an entitled meal break shall receive a meal allowance as follows:

Breakfast **\$9.20**
Lunch **\$11.60**
Dinner **\$20.75**

- b) During the life of this Agreement, the Employer agrees to adjust the above rates should other represented clinical staff - CBS Alberta receive higher rates than those identified above.
- c) When an Employee is required by the Employer to travel for employment purposes related to the national/centre operations of Canadian Blood Services, other than mobile clinics, she shall be reimbursed for meals, per kilometer rate and accommodations as authorized by the Employer, at the prevailing Canadian Blood Services' Corporate rates.

32.02 Cost of hotel or motel accommodation will be paid for by the Employer.

32.03 Allocation for meals will be provided as follows:

- a) Breakfast – the allowance will only be given commencing on the second day of an overnight mobile clinic.
- b) Lunch – the allowance will only be given if the mobile team is scheduled to leave the Centre before noon.
- c) Supper - the allowance will be given when the mobile team returns **from an out-of-town clinic** to the Centre after 1800 hours – subject to Article 32.01.

- 32.04 a) Where an Employee has returned to the Centre from out-of-town clinic past 10:30 p.m. between the months of April 1st and September 30th, or past 9:30 pm between the months of October 1st and March 31st and said Employee does not have private transportation home, the Employer shall pay the cost of necessary taxi fare to the Employee's home or **to Calgary city limits, whichever is lesser.** Employees shall provide receipts for such fares to their Supervisor.
- b) When an Employee is required to work on a shift that ends between 2400 hours and 0700 hours of the next day, or is required to work overtime between 2400 and 0700 hours of the next day, she shall be provided with transportation or reimbursed for the cost of necessary and substantiated taxi expense from the Centre to her place of residence **or to Calgary city limits, whichever is less.** This article shall not apply if the Employee has her own mode of transportation.
- 32.05 Employees required to work In-City clinics and are scheduled for 2 meal breaks, namely lunch and dinner, shall be paid a \$10.00 allowance for the second meal break.

ARTICLE 33 - DISASTER PLAN EXERCISES

- 33.01 Disaster plan exercises and fire drills shall be considered a responsibility of both the Employer and his Employees as a matter of good citizenship in the public interest. All staff covered by this Agreement shall be expected to volunteer their services.

ARTICLE 34 - UNIFORMS

- 34.01 If the Employer requires the Employee to report to duty in protective wear or uniform, the following terms will apply.
- a) Clinic Assistants

The Employer shall provide Uniforms or provide a monthly allowance of ten dollars (\$10.00) to defray the cost of the uniform requirements as set by the **Employer.**

- b) Driver/Shipper/Receiver/Stores Attendant/Distribution Clerk/Assigned Mobile Team (Unload/Load Team)

To ensure occupational health and safety requirements are met, a monthly allowance of twelve dollars (\$12.00) will be provided to defray the cost of a footwear allowance. Employees will be required to report to duty wearing the required footwear.

- c) Porter/Shipper/Receiver/Distribution Clerk

To ensure that occupational health and safety requirements are met the Employer will provide necessary protective wear. The Employee will be required to report to duty properly attired to perform his/her duties. Protective wear shall be stored and changed into in the designated area located by the Employer.

- d) Assigned Mobile Team (Unload/Load up Team)/Driver/Clinic Assistant

To ensure that occupational health and safety requirements are met, the Employer will provide overalls and gloves at the mobile clinic site. The Employee will be required to report to the position properly attired to perform his/her duties.

- e) Donor Service Representatives

The Employer shall continue to provide uniforms as per current practice.

- 34.02 At the discretion of the Employer, Drivers and Porters will be provided with a uniform as identified by the Employer. Such uniform will remain the property of the Employer. Drivers will be required to report to his/her position properly attired to perform his/her duties. Such uniforms are to be worn only for the purposes of conducting the Employer's business activities.

ARTICLE 35 - RETROACTIVITY

- 35.01 Employees who **terminate** their employment after the expiration of the agreement must **apply** in writing to the Human Resources Manager or designate at the time of termination for the retroactivity of their basic wages.

ARTICLE 36 - GENERAL

- 36.01 Plural or feminine terms may apply. Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used with the consent of the party or parties hereto so required.
- 36.02 Employees covered by this Agreement recognize the value of in-service training to enhance their capabilities and potential, and agree to undertake such in-service training course(s) as may from time to time be assigned by the Employer, at **the** Employer's time and expense.
- 36.03 Performance evaluations shall be for the constructive review of the performance of the Employee. All performance reviews shall be in writing.

ARTICLE 37 – CONTRACTING OUT

- 37.01 Where the Employer finds it becomes necessary to transfer, assign or sub contract out any work or function performed by Regular Employees covered by this agreement, the Employer will endeavour to notify the Union two (2) months in advance of such change, and will meet to discuss reasonable measures to protect the interest of the affected Employees.

ARTICLE 38 – ON CALL DUTY

- 38.01 The term "on-call duty" shall be deemed to mean any period during which an Employee is not on regular duty, and during which the Employee is on call and must be reasonably available to respond without undue delay to any request to return to duty.
- 38.02 The Employer agrees to pay for each hour of On-Call Duty to which an Employee is assigned:
- a) Three dollars and thirty cents (\$3.30) when such on-call duty falls on normal working days.
 - b) Four dollars and fifty cents (\$4.50) when such on-call duty falls on scheduled days off or named holidays. A named holiday or scheduled day off shall run from 0001 hours on the named holiday or scheduled day off to 2400 hours of the same day.
 - c) Except in cases of emergency, the Employer shall avoid placing an Employee "on-call" on the day immediately preceding her annual vacation period.

- d) The Employer shall make every effort to avoid placing an Employee "on-call" on the evening prior to or during scheduled off-duty days.
- e) Wherever possible, the Employee shall not be assigned to on-call duty more than seven (7) consecutive calendar days.

ARTICLE 39 - PREMIUMS

- 39.01 Employees who are assigned to conduct training as outlined in the ISTP program specifically for the purpose of certification of new hires, retraining or recertification, shall receive a premium of **one dollar and twenty-five cents (\$1.25)** per hour for each hour or part thereof spent training.
- a) The above premium shall only apply to Employees who have been ISTP certified and to instruct and authorized to sign off on competencies.
 - b) The above premium shall not apply to Employees whose job duties/classification includes training duties.
- 39.02 A premium of one dollar and fifty cents (\$1.50) per hour shall be paid to an Employee when assigned by the Manager or designate to Senior Driver duties for all scheduled hours worked on a mobile. Such premium shall not be considered part of the basic rate of pay.
- 39.03 A premium of one dollar and fifty cents (\$1.50) per hour, for all hours worked on the scheduled shift, shall be paid to Clinical Assistant(s) recruited or scheduled to participate in mobile equipment truck clinic equipment unload and re-load. Such premium shall not be considered part of the basic rate of pay.

39.04 A premium of one dollar and twenty-five cents (\$1.25) per hour, for all hours worked on the scheduled shift, shall be paid to the Shipper/Receiver or Stores/Warehouse Attendant when assigned the duties of both positions due to temporary absences in excess of one day (vacation/short term sick leave) where a replacement is not recruited. Such premium shall not be considered part of the basic rate of pay.

The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon in negotiations.

On behalf of the Canadian Union
of Public Employees Local 1846

DATE: 2011-08-02

On behalf of Canadian Blood
Services, Calgary Centre

A. Pateman

DATE: 2011-09-15