

# **PROPOSALS TO AMEND THE COLLECTIVE AGREEMENT**

**Between**

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
and its Locals 210 and 5101**

**And**

**CANADIAN BLOOD SERVICES**

**April 27, 2005**



**The Union reserves the right to add, amend, add to, or delete from any proposals put forward during the course of negotiations.**

**Wages, Classifications, Premiums, Allowances, Pension, Grid, and Term**

**Placeholder**

**The Union will present proposals concerning the aforementioned during the course of bargaining.**

## **EMPLOYEE BENEFITS**

**Placeholder**

**The Union will present proposals for employee benefits during the course of collective bargaining.**

**Article 3 RECOGNITION**

**3.01 The employer recognizes the Union as the sole bargaining agent for all employees at the Toronto and Hamilton Blood Centres and any future Canadian Blood Services Consolidated Manufacturing Site in Ontario, save and except persons above and beyond the rank of Charge Technologist, scientists and employees in bargaining units for which any other trade union holds the bargaining rights.**

**ARTICLE 5 NO DISCRIMINATION**

**ADD**

**5.01 after religious, affiliation "disability or illness"**

**ARTICLE 7**

**7.01 ADD**

**“commencing the date the employee is hired” to the first sentence.**

***NEW***

**UNION SECURITY**

**7.04 The Local Union President may use the Employer's internal mail and e-mail systems to distribute notices for General Membership Meetings.**

**ARTICLE 8 REPRESENTATION AND COMMITTEES**

**8.01 (a) ADD**

**"AT EACH SITE" after "a Grievance Committee...."**

**8.02 (b) ADD after**

**"The Committee" "AT EACH SITE"**

**ARTICLE 8**

**8.02 (g) In the event a meeting occurs outside the working hours of a shop steward and local Union employee representative, the employees will be paid their regular straight time hourly rate for time spent at such meetings.**

## **ARTICLE 8**

### **UNION REPRESENTATION AND COMMITTEES**

**8.02 (h) Once every four (4) months, the Local may request in writing a list of part-time temporary, contract or casual employees. Within fifteen (15) working days of the request, the Employer shall supply the list showing the name, start date, job performed, department, payband, hours worked, and work locations, of each employee.**

**Within ten (10) days of receipt of the said list the Local Union may request that it be discussed at a meeting of the Labour/Management Committee. At such a meeting, the Employer shall provide explanations for assigning work on the basis of part-time and full-time assignments. The Employer shall consider any representations which the Local Union may make with respect to the assigning work on a full-time or part-time basis concerning the feasibility of converting part-time to full-time assignments.**

## **ARTICLE 8**

### **8.03 Negotiating Committee**

- (a) **The Employer agrees to recognize a Union Negotiating committee comprised of one (1) employee representative, representing both full-time and part-time employees, elected or appointed from amongst the bargaining unit employees at each Blood Services Centre except the Toronto Centre which will be entitled to two (2) representatives. The Union shall notify the National Human Resources Office, Employee Relations, in writing, with a copy to each Centre Director, of the names of the members of the Union Negotiating Committee at the time of serving of written notice, of the Union's desire to commence bargaining in accordance with Article 32.d or no later than eight (8) weeks prior to the commencement of negotiations.**

**Such representatives shall be granted leave of absence for the time off required to exercise the duties of such appointment.**

**ARTICLE 8**

**8.03 Negotiating Committee**

**(b) DELETE**

**“Provided that the Employee has first obtained permission.....  
Such permission will not be unreasonably withheld.”**

**NEW**

**ARTICLE 8**

**8.08 LOCAL TIME OFF**

**The Employer agrees to provide paid time off for the Local President/Unit steward or designee for the purpose of conducting Union business related to the implementation and administration of the Collective Agreement. The Employer will pay up to four (4) hours per week. This time may not be carried over beyond the month in which it is allocated.**

**For greater clarity the purpose of this Presidential/Union Steward leave is to conduct the affairs of the Local other than those that are covered elsewhere in this Collective Agreement.**

## **ARTICLE 8 PROFESSIONAL PRACTICE PROTOCOL**

**8.09 It is agreed by the parties that it is important to have a mechanism to address concerns regarding current and/or new methods of operations to ensure quality practices, and compliance with GMP within the laboratory. In addition, to address concerns relative to the practice of Medical Laboratory Technology in a regulated environment.**

- (a) Any Technologists(s) may raise a concern regarding the principles outlined in the preamble above by submitting their concern in writing, to their Manager.**
- (b) The Manager shall provide a response to the technologist(s) within ten (10) working days (unless otherwise mutually agreed).**
- (c) Where concern remains at issue, it shall be submitted to the Centre Director within seven (7) working days (unless otherwise mutually agreed).**
- (d) The Centre Director shall provide a response to the technologist(s) within ten (10) working days (unless otherwise mutually agreed).**
- (e) Where a concern remains at issue, the matter shall be submitted to the Assistant Vice-President Operations (Head Office) or the equivalent position if otherwise created by the employer.**
- (f) The Assistant Vice-President Operations (Head Office) or equivalent shall provide the technologist(s) with a final disposition on the issue within fifteen (15) working days.**

**The parties agree that this protocol, or any matter arising from this protocol, shall not be subject of a grievance.**

**ARTICLE 9**

**9.03 COMPLAINT STAGE**

**CHANGE:**

**9.03(b) DELETE**  
"ten (10) working days

**CHANGE TO**  
"TWENTY-FIVE (25) WORKING DAYS

**9.03 (c) DELETE**  
"seven (7) working days (twice)

**CHANGE TO:**  
"TEN (10) WORKING DAYS

## **NEW ARTICLE**

### **ARTICLE 11**

#### **Calculation of Seniority in Case of Status Change**

- 11.02 (i) Where an employee moves from full-time to part-time status or vice-versa, the employee shall retain the accumulated seniority in accordance with the new status. One year of seniority shall equal one thousand six hundred fifty (1650) hours**

**NEW**

**ARTICLE 13      TEMPORARY TRANSFERS**

**13.12(d) Employees will return to their home position at the end of a Temporary assignment.**

**ARTICLE 13**

**JOB POSTING, TRANSFER AND PROMOTION**

**13.01 DELETE**

**"calendar days"**

**CHANGE TO**

**"WORKING DAYS"**

**ARTICLE 14      LAYOFF AND RECALL**

**14.01(a)**

**DELETE**

**"ninety (90) calendar days"**

**CHANGE TO**

**"FIVE (5) MONTHS."**

**NEW**

**ARTICLE 14**

**14.01 (b) Insert "Within two (2) weeks of the notice of lay-off in (a) above, meet...."**

**NEW**

**ARTICLE 14**

- 14.01(b)**
- (iv) meet with the Local Union to discuss options and/or alternatives (including but not restricted to exit packages, early retirement ) instead of layoffs.**
  - (v) review the service which CBS will undertake after the layoff,**
  - (vi) identify and propose alternatives to the proposed lay-off(s) or elimination of position(s), including but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by CBS which would be performed by bargaining unit employees who are or would otherwise be laid off;**
  - (vii) identify vacant positions in CBS or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either within the bargaining unit or not covered by a collective agreement.**
  - (viii) identify the re-training needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.**

**NEW**

**ARTICLE 14**

**14.01(c) Subject to Article 14.12, CBS will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months re-training, an employee has become able to meet the requirements of the job.**

**NEW**

**ARTICLE 14**

**14.01(d) To allow the Union- CBS Committee to carry out its mandate role under this article, CBS will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit. The Union-CBS Committee, in its mandated role under this article, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to CBS CEO.**

**14.01 (c) (c) becomes (e)**

**NEW**

**ARTICLE 14**

**14.01(f) An employee in receipt of notice of lay-off pursuant to Article 14.01 (a) shall have the right to:**

- (i) accept the lay-off and be placed on a recall list for twenty four (24) months,**
- (ii) displace an employee in accordance with Article 14.04,**
- (iii) opt to receive Severance as outlined in Article 14.10 or**
- (iv) opt to retire, if eligible under the terms of CBS pension plan or early retirement when agreed as an alternate method of implementing lay-off as in Article 14.10 (b)(iv).**

**NEW**

**ARTICLE 14**

**14.02(b) In the event of a lay-off, CBS shall pay its share of insured benefits premiums for regular full-time employees up to three (3) months from the end of the month in which the lay-off occurs or until the laid-off employee is employed elsewhere, whichever occurs first. (pro-rated for regular part-time employees).**

**ARTICLE 14**

**14.04(b) ADD  
"with training provided by employer"**

## **ARTICLE 14**

### **14.05**

#### **ADD**

**“or equivalent position under a new title” to reflect that the employee who has displaced an employee in a lower paying classification shall be entitled to return to the position she held prior to the displacement or an equivalent position under a new title, should it become vacant within twenty-four months of the displacement....**

**ARTICLE 14**

**14.10(b) REPLACE**  
**"two (2) weeks pay**  
**WITH**  
**"FOUR (4) WEEKS PAY" TO "A MAXIMUM OF 80 WEEKS "**  
**INSTEAD OF "26 WEEKS"**

**ARTICLE 14**

**14.10 (d) REPLACE  
"26 week period"  
WITH  
"80 WEEKK PERIOD"**

**NEW**

**ARTICLE 14**

**14.12 RE-TRAINING**

**Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the lay-off or who is unable to displace any other employee could be redeployed to a CBS position identified by the CBS-Union Committee in accordance with Article 14.01(b):**

- (a) Opportunities to fill vacant positions identified by the Union-CBS Committee through retraining shall be offered to employees who apply and who would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of the bargaining unit may be offered by CBS in its discretion.**
- (b) The Union and CBS will cooperate so that employees who have received notice of permanent lay-off will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived.**
- (c) Apart from any on-the-job- training offered by CBS, any employees subject to lay-off who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted a paid leave of absence which shall not exceed six (6) months.**
- (d) CBS will pay up to five percent (5%) of your regular annual earnings to be spent on one or more courses' tuition, books and travel.**

- (e) Laid-off employees who are approved for retraining in order to qualify for a vacant position within CBS will continue to receive insured benefits.**

**NEW**

**ARTICLE 14**

**14.13 RETIREMENT ALLOWANCE**

- (a) Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long term nature may retire provided that the employee is eligible to retire under the terms of CBS Pension Plan. An employee who chooses this option forfeits her/his right to notice and will receive severance pay on the basis of four (4) week's pay for each year of service, plus pro-rated amount for any additional partial year of services with CBS, to a maximum of eighty (80) weeks, on the basis of the employee's normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000 for every year less than age 65, to a maximum of \$5,000.
- (b) CBS will also offer any employee who is eligible for early retirement under CBS Pension Plan a retirement option as provided above, in order to avoid potential lay-offs in the unit.
- (c) CBS agrees that it will contribute the CBS's share of premium costs, until age 65 for semi-private insurance, extended health care and dental plan for full-time employees who retire early and

  - (i) who are in receipt of CBS's pension plan benefits
  - (ii) and who are eligible to participate in the said semi-private, extended health care and dental plans.

**NEW**

**ARTICLE 14**

**14.14 VOLUNTARY LAY OFF**

- (a) Any employee who requests to be laid off shall be granted such request if by doing so the lay-off of another employee in the same classification within the same section is prevented and if the employee on lay off notice is qualified and willing to perform the duties of the employee who is volunteering to be laid off. An employee who is voluntarily laid off shall be treated for all purposes under this article and the Collective Agreement, as though she/he shall not have the right to displace another employee. CBS Human Resources Office shall accommodate such a voluntary off.
- (b) If the employee requests a voluntary lay-off within fourteen (14) days of the receipt of the lay-off will be prevented, the volunteering employee will be entitled to an unreduced notice period from the date the request was submitted. A request that is made after fourteen (14) days, will be treated as though the notice had been given on the same day as the original notice of lay off.

## **ARTICLE 14**

**14.06(d) An employee may accept temporary, occasional part-time and relief work from the Employer during her/his period of lay off without forfeiting her/his recall rights under Article 14.06. The recall of an employee to any temporary or occasional relief work will not interrupt the lay off notice issued nor result in reissuing a lay off notice to the employee or the Union under Articles 14.01 and 14.02. The provision of this Collective Agreement shall continue to apply except the employee shall not have the right to insured benefits, anniversary increments, sick leave and vacation during such assignment. When an employee is recalled under Article 14.06 such employee shall receive credit for seniority for regular hours worked. In the case of a full-time employee an adjusted seniority date will be established based on regular hours worked (7.5 regular hours worked equals one day) and adjustments shall also be made to vacation, sick leave and anniversary date increment upon return to regular employment. Pension contributions and pensionable service shall apply during any period of such temporary assignment.**

**Should the temporary work be for a period of greater than three (3) consecutive months the employee shall be enrolled in the benefits program she/he participated in prior to the layoff on the first day of the month following three consecutive months of work.**

## **TERMINATION PAYMENTS New Article xxx**

**An employee who ceases to be an employee for any reason other than dismissal for cause or abandonment of a position is entitled to severance pay equivalent to two (2) weeks' of pay per year of service calculated to the date worked in the final year of service to a maximum of fifty-two (52) weeks.**

**ARTICLE 15            TECHNOLOGICAL CHANGE**

**15.01            *DELETE***

**"ninety (90) calendar days"**

**CHANGE TO**

**"FIVE (5) MONTHS"**

## **ARTICLE 16**

### **Pregnancy/ Parental Leave**

**16.02(a)** An employee who is pregnant and who has been employed by the Employer for a period of at least thirteen (13) weeks immediately preceding the estimated day of her delivery, shall be granted, upon her written application therefore, a leave of absence without pay of seventeen (17) weeks commencing no earlier than seventeen (17) weeks immediately preceding the estimated day of her delivery. Such leave shall be in accordance with the provisions of the *Employment Standards Act of Ontario*, except as amended in this Article.

*Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SEB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, 1996, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four per cent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance pregnancy benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of 15 weeks for a*

***pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.***

***CBS will pay eighty-four percent (84%) of the regular full-time or regular part-time employees gross weekly rate of pay for the two week waiting period required for maternity benefits under the E.I. Act.***

***For clarity this Article applies to regular full time and regular part time employees.***

## Parental / Adoption Leave

- a) **An employee who has been employed for at least thirteen (13) weeks and who is a parent of a child is entitled to parental leave without pay following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time, shall be entitled to thirty-seven (37) weeks (if the employee takes pregnancy leave, she shall be entitled to thirty-five (35) weeks) of parental/adoption leave of absence without pay in accordance with the provisions of the *Employment Standards Act* of Ontario.**

*Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SEB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on parental leave as provided under this agreement and who is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four per cent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance parental benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of ten (10) weeks for a*

***parental leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the parental leave times her normal weekly hours.***

**ARTICLE 16**

**16.04 UNION LEAVE**

**DELETE "five (5) weeks"**

**CHANGE "ONE (1) WEEK"**

**DELETE "fifteen (15) working days"**

**CHANGE "SIXTY (60) WORKING DAYS"**

**DELETE "two (2) employees"**

**CHANGE "SIX (6) EMPLOYEES"**

**ADD**

**This article is to be applied on a site by site basis.**

**ARTICLE 16**

**16.06 EDUCATIONAL LEAVE**

**16.06 (a) DELETE**

**"two (2) technologists"**

**CHANGE**

**"SIX (6) TECHNOLOGISTS**

**DELETE**

**"but no more than one (1) from any section"**

**ADD**

**This article is be applied on a site by site basis.**

**Article 16**

**16.07 COMPASSIONATE LEAVE**

**16.07 (c) DELETE**

**“(serious illness..... to be critical)”**

**CHANGE**

**“three (3) days per fiscal year**

**TO**

**“FOUR (4) DAYS PER FISCAL YEAR”**

**ADD FINAL SENTENCE**

**“The Employer will not unreasonably deny this leave.”**

**ARTICLE 16      CHILD CARE**

**16.12(a)    DELETE**

**“Proof may be required by the employer”**

**CHANGE**

**“Reasonable evidence of the illness may be required by the employer.”**

**ARTICLE 16      CHILDCARE**

**NEW**

**16.12 (b) All permanent part-time employees will be credited with three (3) , seven and one half (7.5) hour paid days January 1 of each calendar years. The purpose of such days will be for providing care for their child in case of illness.**

**These days cannot be carried over from year to year. Reasonable evidence of the illness may be required by the employer.**

## **ARTICLE 17**

### **Workplace Safety and Insurance**

- a) **All injured workers shall be given the respect due them under the Ontario Human Rights Code, the Occupational Health and Safety Act, Workplace Safety and Insurance Act, and the Collective Agreement.**
  
- b) **No worker shall be discriminated against or harassed for becoming disabled or ill.**

## **NEW ARTICLE**

### **ARTICLE 17      Return to Work**

***17.08(a) A worker's disability or illness shall be accommodated with meaningful work. The work shall be modified so it can be done without risk of injury, illness or distress to the worker or the worker's co-workers. The modifications shall not introduce new hazards.***

***(b) Modifications shall be in accord with sound ergonomic principles. Adaptations should promote the highest degree of emotional and physical well-being of the injured worker.***

***(c) Accommodation for a disabled worker shall try to create a supportive work environment by:***

***i) providing paid time off for activities such as, but not limited to, physiotherapy, rehabilitation programs, and medical appointments;***

***ii) an employee assistance program to offer counseling, financial and/or legal assistance.***

***(d) A modified work program shall be maintained to accommodate all workers with work-related and other disabilities.***

***(e) Every worker in a modified work program has these rights:***

***i) worker's compensation, sick leave, long term disability;***

- ii) maximum medical recovery;*
  - iii) assurance that work will not hamper rehabilitation;*
  - iv) voluntary participation in a modified work program subject to approval of the worker's treating physician;*
  - v) freedom from penalty for refusing to enroll in a modified work program designed to accommodate the disability;*
  - vi) to leave the modified work program if the worker believes it is harming his or her health and safety or rehabilitation;*
  - vii) medical confidentiality so the Employer is only entitled to know the nature of the worker's limitations for the purpose of modifying the work;*
  - viii) accumulation of seniority;*
  - ix) pursuit of career advancement, unimpeded by the disability and any modifications necessary to accommodate it.*
- (f) Before a worker enters a modified work program, the Employer shall conduct the following assessments in consultation with the worker, his or her treating physician, and the union:*
- i) determining the essential job duties;*
  - ii) analyzing physical and psychosocial demands;*
  - iii) analyzing job hazards;*

- iv) determining the modifications needed to safely accommodate the worker's medical restrictions;*
  - v) an ergonomic assessment of the modifications.*
- (g) The Employer shall pay for medical or professional assessments and evaluation related to placing a worker in a modified work program.*
- (h) The Employer shall ensure that all individuals involved in the accommodation of disabled workers are appropriately trained.*

**NEW ARTICLE**

**ARTICLE 17**

**17.09**      **Workplace Ergonomics**

- 1. The Employer shall determine the extent of musculoskeletal injury/disorder at the workplace over the past two years.**
- 2. Where musculoskeletal injuries/disorders have occurred over the past two years, the Employer shall conduct an ergonomic evaluation of the jobs associated with the injury/disorder.**
- 3. In addition, the Employer shall conduct an ergonomic assessment of jobs that have risk factors for MSI to determine the extent to which these are present.**
- 4. Jobs that require the following activities shall be evaluated:**
  - a. repeated performance of the same motion;**
  - b. fixed or awkward postures;**
  - c. use of vibrating or impact tools**
  - d. manual handling of objects weighing more than 25 pounds;**
- 5. Where the ergonomic evaluation indicates that there exists a moderate to high risk of injury, the Employer shall introduce effective and appropriate control measures to reduce the risk of injury.**
- 6. All ergonomic assessments and the development of control measures shall be conducted in consultation with the union, the**

**joint health and safety committee and employees performing jobs with an identifiable risk for injury.**

- 7. The Employer shall ensure that employees are involved in all stages of the ergonomic assessment including identification, assessment, control and evaluation of controls.**
- 8. The Employer shall ensure that employees with risky jobs are trained in ergonomic awareness and how to use control measures properly.**
- 9. The Employer agrees to compensate any employee for lost time resulting from a musculoskeletal injury/disorder that requires time off from work; or requires accommodation which cannot be provided by the employer or where the WSIB disallows such a claim or discontinues benefits in such a claim.**
- 10. Benefits payable under Article 21 shall be payable by the Employer at the prevailing WSIA rates.**
- 11. Employees working at VDT more than 4 hours a day who report neck/shoulder musculoskeletal disorders shall be reimbursed for eye examinations and corrective lenses that are different than what the employee needs for activities outside the workplace.**
- 12. The shall determine the extent of musculoskeletal Employer injury/disorder at the workplace over the past two years.***
- 13. Where musculoskeletal injuries/disorders have occurred over the past two years, the Employer shall conduct an ergonomic evaluation of the jobs associated with the injury/disorder.***

- 14. In addition, the Employer shall conduct an ergonomic assessment of jobs that have risk factors for MSI to determine the extent to which these are present.**
- 15. Jobs that require the following activities shall be evaluated:**
  - (a) repeated performance of the same motion;**
  - (b) fixed or awkward postures;**
  - (c) use of vibrating or impact tools**
  - (d) manual handling of objects weighing more than 25 pounds;**
  - (e) work electronically or mechanically monitored with a quota system.**
- 16. Where the ergonomic evaluation indicates that there exists a moderate to high risk of injury, the Employer shall introduce effective and appropriate control measures to reduce the risk of injury.**
- 17. All ergonomic assessments and the development of control measures shall be conducted in consultation with the union, the joint health and safety committee and employees performing jobs with an identifiable risk for injury.**
- 18. The Employer shall ensure that employees are involved in all stages of the ergonomic assessment including identification, assessment, control and evaluation of controls.**
- 19. The Employer shall ensure that employees with risky jobs are trained in ergonomic awareness and how to use control measures properly.**
- 20. The Employer agrees to compensate any employee for lost time resulting from a musculoskeletal injury/disorder that requires**

*time off from work; or requires accommodation which cannot be provided by the employer or where the WSIB disallows such a claim or discontinues benefits in such a claim.*

**21. *Benefits payable under Article 21 shall be payable by the Employer at the prevailing WSIA rates.***

**22. *Employees working at VDT more than 4 hours a day who report neck/shoulder musculoskeletal disorders shall be reimbursed for eye examinations and corrective lenses that are different than what the employee needs for activities outside the workplace.***

**ARTICLE 18      WORK SCHEDULES**

**ADD**

**18.08      Where an employees posted schedule is changed by Canadian Blood Services less than one-hundred twenty (120) hours prior to the schedules effective date, and without the Employees agreement, the Employee will be paid at the rate of time and one half (1.5) of their regular straight time hourly pay for all hours worked on the affected shift.”**

**ARTICLE 21      SICK LEAVE**

**21.02 (b)    Furnish medical certificates as may be required by the Employer  
after five consecutive days of illness**

**DELETE**

**"The Employer.....medical certificate**

**CHANGE TO**

**"THE EMPLOYER WILL BARE THE FULL COST OF SAID MEDICAL  
CERTIFICATES"**

**NEW ARTICLE**

**ARTICLE 22**

**22.06 Retiree Benefits**

**Employees who retire and who were members of the Insured Benefits plan and the Pension Plan at retirement will continue as members of the Insured Benefits Plan for themselves and their dependants with the premiums paid for wholly by the Employer.**

## **ARTICLE 23            CONTRACTING OUT**

**The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting-out, a layoff of any employees or a reduction in the hours of work of any employees other than casual employees results from such contracting-out.**

**Notwithstanding the foregoing, the Employer may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the Employer provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor agrees:**

- (1) to employ the employees thus displaced from Canadian Blood Services; and**
- (2) in doing so to stand, with respect to that work, in the place of Canadian Blood Services for the purposes of Canadian Blood Services' collective agreement with the Union, and to execute an agreement with the Union to that effect.**

**In order to ensure compliance with this provision, Canadian Blood Services agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting out arrangement.**

**ARTICLE 29**

**29.02      ADD**

**at end of sentence add "BUT NOT LESS THEN FORTY FIVE (45)  
HOURS OVER A DESIGNATED TWO (2) WEEK PERIOD"**

**NEW TITLE**

**ARTICLE 27 UNIFORMS AND PROFESSIONAL FEES**

**27.02 As membership in the College of Medical Laboratory Technologists of Ontario is a requirement of employment, all employees who have completed their probationary period will receive on April 1<sup>st</sup> of each calendar year an allowance for professional registration fees in the amount set by the college in the calendar year in question.**

**For greater clarity this allowance will be paid to part-time, temporary and casual employees in the full amount as well regular full-time and regular part-time employees.**

## **CONVERSIONS**

### **ARTICLE 29**

**29.02 (d) A part-time employee who has worked a minimum of 900 hours in six (6) months or less shall be converted to a permanent full-time employee without being required to compete for a position. There shall be no requirement to undergo a second probationary period.**

**ARTICLE 29**

**29.03 OTHER THAN FULL TIME EMPLOYEES**

**29.03(a) (i) DELETE**

**"fifteen hundred (1500)"**

**CHANGE**

**"SIXTEEN HUNDRED AND FIFTY HOURS (1650)"**

**ARTICLE 29      OTHER THAN FULL-TIME EMPLOYEES**

**29.08(d)    Where a regular part-time employees scheduled shift is cancelled by the Employer with less than twelve (12) hours notice the employee will be paid four (4) hours pay at their regular hourly rate.**

**ARTICLE 29      OTHER THAN FULL TIME EMPLOYEES**

**29.09      (i)      "or if scheduled by the Employer to work in excess of  
seventy five (75) hours in a bi-weekly period."**

**ARTICLE 29            OTHER THAN FULL-TIME EMPLOYEES**

**29.09 ( c) In the event additional hours become available after the posting of the schedule as per Article 18.08 (d), said hours are to be offered in order of seniority to qualified part timers who have indicated a desire to do so in writing. Not withstanding the aforementioned such will not be considered overtime unless the provisions of Article 29.09(a) 1 apply.**

**NEW ARTICLE**

**Family Medical Leave**

- (a) Family Medical Leave is a leave of absence without pay for a period of up to eight (8) weeks to provide care and support to a specified family member who has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
- (b) The leave of absence shall be in accordance with the provisions of the Employment Standards Act, 2000.
- (c) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SEB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on family medical leave as provided under this agreement and who is in receipt of Employment Insurance Compassionate Care Benefits shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four per cent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance parental benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Compassionate Care Benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of six (6) weeks for a family medical leave. The employee's regular weekly earnings shall be determined by multiplying her

**regular hourly rate on her last day worked prior to the commencement of the family medical leave times her normal weekly hours.**

- d) i) For full-time employees seniority shall continue to accrue during family medical leave however, the employee will not be paid for named holidays occurring during such leaves of absence. The employee shall continue to earn paid vacation and sick leave credits for the entire duration of the absence.**
- ii) In the case of part-time employees seniority shall continue to accrue during family medical leave. Weekly service and seniority entitlement shall be calculated by adding up the hours worked in the twenty (20) week period immediately prior to the leave and dividing this total by twenty (20). Upon return to employment, absence on family medical leave shall be considered as service for the purpose of entitlement to increased vacation pay and annual increment. However, the employee will not be entitled to pay-in-lieu of benefits and vacation pay nor will she be paid for named holidays occurring during such leaves of absence.**
- e) During the employee's family medical leave, the employee shall continue to participate in the Pension Plan and staff benefit plans she is enrolled in immediately prior to commencing her leave unless she gives the Employer four (4) weeks advance written notice before her leave is to commence that she elects not to do so.**
- f) When an employee continues to participate in the insured benefit**

**plans and/or Pension Plan, the Employer shall continue to pay its share of premiums for insured benefit plans and/or pension contributions on behalf of the employee provided that the employee continues to pay her share of premiums applicable to insured benefit plans and/or pension contributions. The employee shall either prepay her share of premiums and/or pension contributions or provide the Employer with post dated cheques prior to the commencement of the leave.**

- g) An employee returning from family medical leave shall be paid at the same step in the salary scale attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, the employee shall receive an anniversary increment upon return to employment.**
  
- h) Employees newly hired to replace employees who are on approved family medical leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, the employee shall be credited with seniority from date of hire subject to successfully completing her probationary period.**

**LETTER OF UNDERSTANDING**

**CANADIAN BLOOD SERVICES TORONTO AND THE HAMILTON CENTRE**

**The Union proposes the renewal of this letter**

**All other Letters of Understanding**

**The Union proposes discussion concerning the Letters of Understanding and Renewal of such.**

## **LETTER OF UNDERSTANDING #5**

### **Pay Equity Maintenance**

**The parties agree that they have the responsibility to maintain pay equity as per the Pay Equity Act.**

**The parties agree to establish a standing joint Pay Equity Maintenance Committee in order that there is a systematic process for monitoring change in the workplace.**

**While the Union and its members reserve their right to refer pay equity issues to the Pay Equity Commission, the parties agree that sincere efforts will be made internally to identify and address these issues.**

**The committee will meet at least once per year. The committee will select co-chairs and the Employer will ensure that minutes of all meetings are kept.**

**The Employer shall resource the committee with all relevant information in order that the committee can complete its work.**