

**WITHOUT PREJUDICE**

**Employer Proposals for the Re-Negotiation of the  
COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN BLOOD SERVICES  
TORONTO CENTRE**

(hereinafter referred to as the "Employer")

**AND**

**THE ONTARIO PUBLIC SERVICE EMPLOYEES' UNION  
AND ITS' LOCAL 5101**

(hereinafter referred to as the "Union")

**COMBINED FULL-TIME AND PART-TIME**

**April 1, 2002 2005 to March 31, 2005-2009**

Proposed new language is in **bold**, proposed deletions are struck through, discussion points are in *italics*.

## ARTICLE 2 - DEFINITIONS

As used in this Agreement:

- 2.01 The Employer shall mean the Canadian Blood Services (C.B.S.), Toronto and Hamilton Centres.

## ARTICLE 8 - REPRESENTATION AND COMMITTEES

### 8.07 Attendance of Management Staff in Committee Meetings

The number of Management representatives, attending any of the above named Committee meetings, shall be at the discretion of the ~~Centre Director or Laboratory Manager~~ **Employer** and shall not exceed four (4) persons except for special mutually agreed circumstances.

## ARTICLE 9 - GRIEVANCE PROCEDURE

### 9.05 Step 2

Within ten (10) working days following the decision in Step 1, the employee(s) may submit the grievance in writing to the ~~Centre Director~~ **Human Resources Manager** or designate, who shall reply in writing to the grievor(s) within ten (10) working days following submission of the grievance. During these ten (10) working days, either party may request a meeting of the Grievance Committee to discuss the grievance. If the decision of the Centre Director is unsatisfactory to the grievor(s), it may be referred to Arbitration under Article 10 of this Agreement.

## ARTICLE 11 - SENIORITY

- 11.02 A seniority list will be maintained for the bargaining unit. The Employer shall post such list and provide the Union with a copy, indicating bargaining unit seniority as of January 1<sup>st</sup>, ~~April 1<sup>st</sup>~~, and July 1<sup>st</sup> and ~~October 1<sup>st</sup>~~. of each year. Posting of the seniority list shall be done no later than the 15<sup>th</sup> of the month in which it is due.

## ARTICLE 16 - LEAVES OF ABSENCE

### LEAVES WITH PAY

#### 16.07 Compassionate Bereavement Leave

Compassionate Bereavement leave of absence without loss of regular pay shall be granted to an employee upon her request:

- (a) ~~commencing on~~ **in conjunction with** the day of the death or funeral, of the employee's spouse (which includes common-law or same gender relationship maintained for a period of at least one year), child, stepchild, mother, father, brother, sister, legal guardian, step-parents, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law or grandparent-in-law -- five (5) consecutive working days.
- (b) ~~commencing on~~ **in conjunction with** the day of the death or funeral of the employee's sister-in-law or brother-in-law, aunt or uncle -- two (2) working days if such days fall on the day the employee is scheduled to work.
- (c) Additional time off with or without pay may be granted at management's discretion under extenuating circumstances.

#### 16.08 (*new, renumber subsequent Articles*)

### Compassionate Leave

- (a) for the purpose of attending to serious illness (serious illness shall mean illness involving hospitalization in excess of 3 consecutive days or illness which a physician certifies to be critical) in the employee's immediate family, namely: spouse (which includes common-law or same gender relationships maintained for a period of at least one year ), parent, child, in-laws, grandparents, brother and sister, -- three (3) days per person per fiscal year without loss of regular pay. Proof of a serious illness shall be furnished by the employee as requested by the Employer.
- (b) Additional time off with or without pay may be granted at management's discretion under extenuating circumstances.
- (c) A full-time employee may be granted sick leave from her/his existing sick bank for the purpose of taking care of her/his child in case of illness. The maximum number of sick days

allowable from the bank shall be limited to three (3) days per fiscal year. Proof may be required by the employer.

~~16.12 — A full-time employee may be granted sick leave from her/his existing sick bank for the purpose of taking care of her/his child in case of illness. The maximum number of sick days allowable from the bank shall be limited to three (3) days per fiscal year. Proof may be required by the employer.~~

*Moved verbatim to proposed 16.08 (c) above.*

## ARTICLE 18 - HOURS OF WORK, OVERTIME AND PREMIUM PAY

### 18.05 Days Off

- (a) Employees shall be scheduled four (4) days off (without pay) in a bi-weekly period. Two of the four (4) days shall be consecutive and one of those days shall be a Sunday.
- b) The Employer agrees that no employee shall be required to work ~~two (2)~~ **three (3)** consecutive paid holidays (Article 19.01). However, if operational requirements dictate an employee having to work ~~two (2)~~ **three (3)** consecutive paid holidays, that employee shall be credited with all hours worked on the ~~second~~ **third** paid holiday and in addition shall receive a premium of one (1) times the hours worked on that day. Such premium shall be paid over and above the employee's averaging period.

### 18.07 Premium Workdays

#### ~~(a) — Saturday Premium~~

~~Any employee who is scheduled to work and works on two consecutive Saturdays shall be credited at straight time and paid a premium of one-half (.5) times her basic hourly rate, for all hours worked on the second Saturday.~~

#### ~~(b) — Sunday Premium~~

~~An employee who is scheduled to work and works a shift where any hours fall between 00h01 Sunday and 23h59 Sunday shall receive a premium of one dollar and forty five~~

~~cents (\$1.45) for each hour worked of that shift that falls between 00h01 Sunday and 23h59 Sunday.~~

**Weekend Premium**

A weekend premium of \$1.50 cents per hour shall be paid for each hour worked between 0001 Saturday and 2400 Sunday when the Saturday and/or Sunday is scheduled as part of the employees regular work week. Where an employee is receiving 1.5 times her/his regular rate of pay or more this premium will not apply.

18.11

**On-Call Pay**

An employee assigned to on-call duty shall receive on-call pay at the rate of \$2.50 per hour and \$4.00 per hour on Sundays and paid holidays for the period of scheduled on-call. On-call pay shall cease when the employee in response to a call-back works during the scheduled on-call period; such work performed shall be paid in accordance with the call-back provisions in Article ~~18.13~~ 18.12 contained herein.

*Change to a typo only, no Article 18.13 exists in this Agreement.*

**ARTICLE 19 - PAID HOLIDAYS**

19.01

**List of Paid Holidays**

Employees shall receive time off with pay on or for the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

$\frac{1}{2}$  the day before Christmas Day

OR

$\frac{1}{2}$  the day before New Year's Day

~~19.02~~

~~At the discretion of the Employer and depending on operational requirements, the half (1/2) day before Christmas Day and the half (1/2) day before New Year's Day may be combined into one (1) full~~

~~paid holiday to be scheduled by the Employer on either the day before Christmas or the day before New Year's Day. In that case however, the other day either before Christmas Day or New Year's Day shall be scheduled as a regular working day.~~

*Re-number subsequent sub-Articles.*

~~19.04 Should any of the paid holidays listed in Article 19.01 fall on a Saturday or a Sunday, such paid holiday shall be observed on the working day immediately preceding or following the Saturday or Sunday as designated by the Employer.~~

*Re-number subsequent sub-Articles.*

19.05 Paid Holiday Falling on an Employee's Scheduled Day Off, Saturday, or Sunday

Where a paid holiday falls on or is observed on an employee's scheduled day off, a **Saturday, or a Sunday** and she is not required to work on that day, she will receive a day off with pay in lieu within thirty (30) working days immediately before or sixty (60) working days after the paid holiday. If such day off with pay cannot be scheduled by the Employer, the employee shall be paid for seven and one-half (7.5) hours at her straight time hourly rate.

19.07 Holiday Premium

(a) Work on a Paid Holiday

An employee who is scheduled to work and works on a paid holiday or a lieu day as contemplated by Article 19.05 shall receive, in addition to holiday pay (7.5 hours or 3.75 hours, i.e. 1/2 day before Christmas Day and 1/2 day before New Years Day) at straight time, a premium of one-half (.5) times her straight time hourly rate for all hours worked on that holiday. In addition, the employee shall receive time off equivalent to the hours worked, at straight time pay. Such time off shall be scheduled at a mutually convenient date between the employee and her immediate supervisor. However, if such mutually convenient date cannot be scheduled within sixty (60) calendar days of the occurrence of the paid holiday, the employee shall be paid for such hours at straight time (in lieu of time off).

## ARTICLE 21 - SICK LEAVE

21.02 The employee must observe all of the following regulations to obtain the benefits available:

- (a) ~~Advise her supervisor or department head Telephone her immediate supervisor or department head directly four (4) hours in advance of her scheduled starting time if her starting time is after 10h00 and two (2) hours in advance if the scheduled starting time is before 10h00~~ advising her of sickness or accident on the first day of disability.

## ARTICLE 24 - COMPENSATION

24.03 (new) a) Employees on staff at the date of signing of this Agreement will receive a retroactive increase in salary as applicable in accordance with Schedule A. Such retroactivity shall only apply to basic wages earned during such period.

- b) Employees who have terminated their employment between April 1, 2005 and the date of signing of this Agreement, must apply in writing no later than ninety (90) calendar days following the signing date of this Agreement to the Human Resources Manager for retroactive pay of their basic wages for the period they were employed. The Employer shall pay the retroactive wages within two (2) full pay periods of the receipt of the application.

- c) This article shall not apply to employees who have quit or were discharged for cause, such employees having no right to retroactivity provided herein.

## ARTICLE 26 - TRANSPORTATION

26.02 ~~An employee who works past 10.30 p.m.~~ If no public transportation is available when an employee completes her work, she shall be provided with, or reimbursed paid parking or for taxi fare to her place of residence up to a maximum of thirty five (\$35.00) dollars. It is understood that pooling shall be made in case taxicabs are engaged to transport employees to their residence up to a maximum of three (3) occupants per taxi (driver excluded).

Under a pooling arrangement, the Employer shall pay up to a maximum of \$70.00, only to the employee who is the last passenger driven to her residence, upon submission of a receipt acceptable to the Employer.

#### ARTICLE 29 – OTHER-THAN-FULL-TIME EMPLOYEES

*The Employer wishes to discuss incorporating the provisions of Article 29 into their applicable Articles throughout the Collective Agreement.*

29.11 Replace Article 20, Vacations with the following:

- (c) Requests by regular part-time and temporary full-time employees for vacation without pay must be made in writing four (4) weeks in advance, and the Employer will grant requests where possible. In case of conflict, seniority shall be the deciding factor.

*The Employer wishes to discuss the application of Article 29.11 c).*

#### ARTICLE 32 - DURATION AND RENEWAL

32.01 This Collective Agreement shall be effective from April 1, 2002 2005, to March 31, 2005 2009 and shall continue automatically thereafter for annual periods of one (1) year each unless, either party desires to modify or amend this Agreement it shall give notice to the other party of its election to do so within ninety (90) days prior to the expiry date of this Agreement.

32.02 All changes to this agreement shall take effect on the date of ratification ~~(October 3, 2003)~~ **signing** of the collective agreement unless otherwise specified under articles herein.

*The Employer wishes to discuss incorporating the provisions of the Letter of Understanding merging the Toronto and Hamilton bargaining units into the body of the Collective Agreement.*

# **LETTER OF UNDERSTANDING**

**Between**

**C.B.S. and OPSEU**

## **RE: RETROACTIVE PAY TO TERMINATED EMPLOYEES**

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The Employer shall notify employees who have terminated their employment with Canadian Blood Services between April 1, 2002 and the date of ratification of this Agreement of their ability to apply for retroactive pay on regular earnings (exclusive of overtime and premiums). Notice to employees shall be by registered letter to the terminated employees' last known address(es) within ninety (90) calendar days of the date of ratification of this Agreement. It is the terminated employees' responsibility to advise the Employer of any change to their address(es).

Terminated employees shall have forty five (45) calendar days from receipt of notification to apply, in writing, for retroactive pay on regular earnings (exclusive of overtime and premiums) from April 1, 2002 to their date of termination.

*Addressed by 24.03 (new)*