

**AGREED UPON CHANGES TO COLLECTIVE AGREEMENT
BETWEEN
ONTARIO PUBLIC SERVICE EMPLOYEES UNION
ON BEHALF OF ITS LOCALS 5101 & 210 (PROFESSIONAL UNIT)
AND
CANADIAN BLOOD SERVICES**

NOTE: New language is in **bold**, deletions are ~~struck through~~, clarification points are in *italics*. All other language remains as in previous Collective Agreement, April 1, 2005 – March 31, 2007.

Article	Agreed Language
7.03	During the first thirty (30) days of employment, a new employee shall be allowed thirty (30) fifteen (15) minutes orientation meeting with an appropriate shop Steward of the Local, within regular working hours. Such meeting shall be arranged on site at a time mutually convenient to the Employer, the new employee and a Union Steward.
8.03	Such representatives shall be granted leave of absence with no loss of pay or entitlements for the time off required to exercise the duties of such appointment, subject to operational requirements. Such leave of absence shall not be unreasonably withheld.
8.08	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 monthly. Request for union time shall not be unreasonably denied. 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.
9.05	<u>Step 2</u> Within ten (10) working days following the decision in Step 1, the employee(s) may submit the grievance in writing to the 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 Human Resources Manager Centre Director is unsatisfactory to the grievor(s), it may be referred to Arbitration under Article 10 of this Agreement.
13.06.c	Notwithstanding Article 13.01, the Employer may fill at its own discretion a temporary vacancy left by a person on pregnancy, parental or adoption leave. In filling such a vacancy, the period shall not exceed twelve (12) fourteen (14) months duration which may be extended by mutual agreement between the parties. The Employer shall consider employees who have expressed an interest in writing in filling temporary assignments on the basis of the selection criteria as outlined in Article 13.06 (a).
13.12	Any employee who is temporarily transferred by the Employer to another classification, for five (5) two (2) or more consecutive working days in duration, within the bargaining unit for which the rate of pay is different from that in effect for such employee's regular classification, shall be paid while so employed as follows: <i>[a) and b) as written]</i> c) If such transfer is for a period in excess of five (5) two (2) consecutive working days, payment will be made retroactive to the first day of transfer. <i>[(d) as written]</i>

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Article	Agreed Language
13.13	An employee who is temporarily assigned to a higher paid position outside the bargaining unit shall be paid a premium of six percent (6%) (or minimum of the scale whichever is greater) of her regular rate of pay per hour or portion thereof during such temporary assignment, in addition to her regular rate of pay. The employee will continue to accrue seniority , sick leave, vacation leave and staff benefits applicable to her under this Agreement. The Employer will advise the employee of the expected duration of the temporary assignment and such assignment may be extended by agreement between the employee and the Employer. No such assignment shall extend beyond eighteen (18) months duration without the agreement of the Union.
14.01.a	In the event of an intended layoff of a permanent or long term nature, the Employer will: (a) make every reasonable effort to provide the Union with one hundred and twenty (120) ninety (90) calendar days notice of such layoff; and
14.02.a	The Employer shall make every reasonable effort to provide employees with one hundred and twenty (120) days notice but shall provide no less than ninety (90) days notice of layoff. Such notice may be concurrent with the notice provided to the Union contemplated by Article 14.01 (a).
14.02.b	In the event that an employee is laid off pursuant to Article 14.03, insured benefits that the employee was participating in immediately prior to the layoff, excluding LTD, may be continued for a period of three (3) policy months following the layoff. The employee must make arrangements with the Employer for the prepayment of the full cost of premiums (Employers and employees share) to ensure continuing coverage.
LOU	For the term of this agreement, an employee who is laid off pursuant to Article 14.03 may continue insured benefits for a period of three (3) policy months following notice of layoff as per Article 14.02.b and pay the employee's share of premium costs to ensure continuing coverage. The employer shall pay the employer's share of premium costs for the three (3) policy months.
14.10.b	The choice of recall rights as contemplated by Article 14.06 or a severance payment equivalent to two (2) weeks pay for each year of service to a maximum of fifty-two (52) weeks.
LOU	For the term of this Collective Agreement, each employee not covered by LOU D with an excess of twenty-six (26) years of service shall receive severance in addition to the entitlement found in Article 14.10.b equivalent to two (2) weeks pay for each year of service above twenty-six (26) years to a maximum of eighteen (18) weeks.
14.11	For the purpose of this Article, section shall be defined as: In Toronto: Blood Product Management, Component Production, Donor Testing (Blood Group Serology), Donor Testing (NAT), Donor Testing (Prism/Sample Management), Patient Services, Equipment and Product Control, Equipment Services, Biomedical, Phenotyping In Hamilton: Manufacturing, Product Distribution, Phenotyping, Quality Assurance, Quality Control, and Biomedical.
14.12.c	Should an insufficient number of employees volunteer pursuant to Article 14.12 (b) above, the Employer shall consider requests from all other employees in the affected section(s). Should the Employer grant the request, subject to Article 14.12 (d) (e) below, the employee shall forfeit her right to notice and shall be eligible for a severance payment as contemplated by Article 14.10 (b) to (e).
15.01	The Employer undertakes to notify the Union as far in advance as practicable, and no less than ninety (90) one hundred and twenty (120) calendar days, in advance of any technological changes which the Employer has decided to introduce which could result in a layoff or a change of employment status of employees within the bargaining unit.
16.08	An employee is entitled to a leave of absence without pay for up to ten (10) days because of an urgent matter that concerns the employee or a family member in accord with Section 50 of the Employment Standards Act 2000 as amended.

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Article	Agreed Language
16.089. a 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, legal ward , 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.
16.0910 .ea for the purpose of attending to serious illness (serious illness shall mean illness involving hospitalization in excess of one (1) 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, four (4) 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.
17.01	<i>New – renumber subsequent articles accordingly</i> The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury or illness.
17.03	An employee who is incapacitated and is unable to work as a result of an accident sustained while on duty in the service of the Employer, within the meaning of the Workplace Safety and Insurance Act, shall continue to receive her regular net salary and benefits from the Employer, provided she assigns over to the Employer her compensation payments due from the Workplace Safety and Insurance Board for time lost as a result of an accident.
17.10	<i>New – renumber subsequent articles accordingly</i> The parties recognize that an employee may require modified or transitional work in order to carry out their substantive (regular) job in a safe, productive manner. An employee may request the presence of a union steward of her choice at any meeting related to work accommodation and/or return to work programs provided that such meeting shall not be delayed as a result.
17.11	<i>New – renumber subsequent articles accordingly</i> The parties shall recognize and respect the confidentiality of an employee's medical information.
18.05.c new	An employee shall not normally be required to work on the day before Christmas, Christmas Day, Boxing Day, the day before New Year's Day, or New Year's Day two years in a row. Should any employee be required to work these holidays due to operational requirements two years in succession, they shall be paid in accordance with Article 18.05.b.
18.06	(a) An employee whose work hours extend past 5 p.m. on any of her scheduled work days shall be paid, in addition to her straight time pay, a shift differential of one dollar and twenty cents (\$1.20) one dollar and thirty five cents (\$1.35) per hour for each completed hour actually worked between five p.m. (5:00) to midnight and one dollar and forty five cents (\$1.45) one dollar and sixty cents (\$1.60) per hour for each completed hour actually worked between midnight and seven (7:00) a.m. (b) The above noted premium shall not form part of the employee's hourly rate of pay.
18.07.a	Weekend Saturday Premium: Any full-time employee who is scheduled to work and works a shift where any hours fall between 00h01 Saturday and 23h59 Sunday shall receive a premium of one dollar and seventy-five cents (\$1.75) for each hour worked of that shift that falls between 00h01 Saturday and 23h59 Sunday.
18.07.b	Consecutive Weekend Premium: Any Toronto site full-time employee who is scheduled to work and works a shift where any hours fall between 00h01 Saturday and 23h59 Sunday on two consecutive weekends Saturdays shall be credited at straight time and paid a premium of one-half (0.5) times her basic hourly rate, for all hours worked. on the second Saturday. This article shall not apply if consecutive weekends are worked due to employee initiated changes.
18.07.c	The provisions of article 18.07 shall not apply to other than full-time employees. Part-time employees shall be paid a weekend premium of \$1.55 one dollar and seventy-five cents (\$1.75) per hour for all hours worked between 00h01 Saturday and 23h59 Sunday, when scheduled as part of the employee's regular workweek.

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Article	Agreed Language														
18.08.e	Where an employee's posted schedule is changed by Canadian Blood Services without providing the employee with twenty-four (24) hours notice of such change or less, without mutual agreement of the employee, the employee shall receive time and one-half (1.5) of her regular straight time hourly rate for all hours worked on the affected shift, except when a shift change occurs due to catastrophic or natural disasters beyond the control of the Centre.														
18.11.b <i>new</i>	Where an employee is contacted by the Employer outside the workplace prior to the starting time of his or her next scheduled shift, in circumstances where such contact is considered to be a "call back to work" but the employee is not required to physically attend at the workplace, the employee shall be paid a minimum of one (1) hour of pay at one and one-half (1½) times his or her basic hourly rate.														
18.11.c <i>new</i>	The initial call and any subsequent calls during the next one (1) hour will be treated as a single "call back to work" for pay purposes. Where more than one (1) hour has elapsed between calls, each call will be treated as a new "call back to work" for pay purposes.														
18.13	Effective date of ratification, a premium of ninety cents (\$0.90) one dollar (\$1.00) per hour shall be paid to employees assigned as On-The-Job Trainers (excluding Preceptors). This premium shall not apply to Senior and Charge Technologists. Article 13.12 shall not apply.														
19.01	<u>List of Paid Holidays</u> Employees shall receive time off with pay on or for the following paid holidays: <table border="0" style="margin-left: 40px;"> <tr> <td>New Year's Day</td> <td>Labour Day</td> </tr> <tr> <td>Family Day</td> <td>Thanksgiving Day</td> </tr> <tr> <td>Good Friday</td> <td>Remembrance Day</td> </tr> <tr> <td>Easter Monday</td> <td>Christmas Day</td> </tr> <tr> <td>Victoria Day</td> <td>Boxing Day</td> </tr> <tr> <td>Canada Day</td> <td>the day before Christmas Day</td> </tr> <tr> <td>Civic Holiday</td> <td>OR the day before New Year's Day</td> </tr> </table>	New Year's Day	Labour Day	Family Day	Thanksgiving Day	Good Friday	Remembrance Day	Easter Monday	Christmas Day	Victoria Day	Boxing Day	Canada Day	the day before Christmas Day	Civic Holiday	OR the day before New Year's Day
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Civic Holiday	OR the day before New Year's Day														
19.03	Should any of the paid holidays listed in Article 19.01 fall on a Saturday or a Sunday, such paid holiday may shall be observed on the working day immediately preceding or following the Saturday or Sunday as designated by the Employer. For the purpose of clarity, an employee who works on a holiday that falls on a Saturday or a Sunday and who works on the designated working day shall be paid only once for the holiday.														
19.06.a	<u>Work on a Paid Holiday</u> 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). Lieu time as referred to above will first be used for time off requests booked after said holiday, prior to the utilization of float or vacation days.														
19.07	<u>Paid Holiday Falling on an Employee's Vacation Period</u> When a paid holiday falls within an employee's vacation period, it shall be added to her vacation or scheduled at a time mutually agreeable. However, if there is no mutual agreement, the employee shall be paid holiday pay (7.5 or 3.75 hours, i.e. 1/2 day before Christmas Day and 1/2 day before New Years Day) at her straight time hourly rate.														
20.03.h <i>(new)</i>	For vacation booked in accordance with Article 20.03, every effort shall be made to ensure that: <ol style="list-style-type: none"> a. one (1) week of vacation shall consist of five (5) annual leave days; b. when requested by the employee, vacation shall be scheduled in conjunction with two (2) scheduled days off. This provision shall be implemented in a good faith and consistent manner.														

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Article	Agreed Language
20.09	<p>Vacation Pay Advance Vacation pay calculated on current earnings will be paid to an employee on the pay date immediately preceding her vacation, provided that she submits a written application (i.e., on the Leave Application form) at least five (5) weeks in advance.</p>
24.02	<p>Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring or promotion or transfer. The employee shall cooperate with the Employer by providing verification of previous experience. The Employer will credit the employee with one increment on the salary scale for every year of recent, related experience, as determined by the Employer. It is understood that experience taken into account at the time of hire shall not receive further consideration in the event of promotion or transfer.</p>
25.01	<p>Any employee who is required to be away from the Centre on authorized official business outside the boundaries of the City of Toronto, as existed on November 1, 1997 (for Toronto employees), or the Regional Municipality of Hamilton – Wentworth (for Hamilton employees) shall receive meal allowances based on the following rates: Breakfast: \$6.95 \$7.80; Lunch: \$ 10.75 \$11.20; Dinner: \$15.00 \$16.75.</p>
26.01	<p>(a) When an employee is required to return to the Centre and to her home, as a result of a call-back, the Employer shall pay for transportation costs either by taxi or the employee's own automobile up to a maximum of fifty dollars (\$50.00) sixty five dollars (\$65.00) per round trip or thirty nine (\$0.39) fifty cents (\$0.50) per kilometer. The employee shall provide a taxi receipt to the Employer as proof of payment prior to being reimbursed for such expense. (b) If an employee is authorized by the Employer to use their vehicle for CBS business, the employee shall receive compensation of thirty nine (\$0.39) fifty cents (\$0.50) per kilometer and be reimbursed for parking costs for such use only. Notwithstanding the foregoing, the use of a personal vehicle is not a requirement of employment.</p>
26.02	<p>An employee who works past 10.30 p.m. 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 fifty dollars (\$50.00). 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 one hundred and five dollars (\$105.00), only to the employee who is the last passenger driven to her residence, upon submission of a receipt acceptable to the Employer.</p>
Sch A	<p>Term: 3 years April 1, 2007 – 3% April 1, 2008 - 3.25% April 1, 2009 - A general wage increase to all rates and all ranges equal to that negotiated between the Participating Hospitals and the Ontario Public Service Employees Union. Should there be no central or coordinated negotiations between the Participating Hospitals and the Ontario Public Service Employees Union, the general wage increase will be equal to the general wage increase negotiated between the University Health Network and OPSEU Local 571.</p> <p>The Employer shall provide full retroactivity based of the foregoing base rate adjustments on all earnings (exclusive of premium) for the term of the Collective Agreement.</p>

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Article	Agreed Language
LOU	<p>Retroactive pay to terminated employees</p> <p>The Employer shall notify employees who have terminated their employment with Canadian Blood Services between April 1, 2005 2007 and the date of ratification of this Agreement of their ability to apply for retroactive pay on regular all 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).</p> <p>Terminated employees shall have forty-five (45) calendar days from receipt of notification to apply, in writing, for retroactive pay on regular all earnings (exclusive of overtime and premiums) from April 1, 2005 2007 to their date of termination.</p>
LOU	<p>All outstanding holiday premiums banked in accordance with A. 19.06.a.s2 shall be paid out to employees within thirty (30) days of the date of ratification of this Agreement.</p>
LOU-D	<p><i>Delete</i></p>
LOU	<p><u>RE: Severance Provisions – Hamilton</u></p> <p>All employees on staff at the date of ratification of the first collective agreement in Hamilton shall be covered by the severance provisions available to them prior to the date of ratification of their first agreement and the provisions of Article 14, with the exception of Article 14.03 shall not apply.</p> <p>For greater clarity, the severance provisions available to them prior to the date of ratification are that severance pay will be paid in addition to the statutory notice period and is calculated as three (3) weeks for every year of service to a maximum of seventy (70) weeks and a minimum of three (3) weeks. Prorated calculations will be used for partial years of service. Severance pay will be in the form of a lump-sum payment, less any and all applicable statutory deductions.</p> <p>Any employee in the Hamilton site hired on or after the date of ratification shall be entitled to the provision outlined in Article 14.</p>
LOU	<p>RE: LAYOFF, DISPLACEMENT, AND RECALL</p> <p>The Parties agree that, effective March 31, 2005, Articles 14.03, 14.04, 14.06 and 14.12 will be applied on a site by site basis and will be available to all employees at those sites, except for those employees whose date of hire allows for their coverage under the Memorandum of Understanding re: Severance Provisions Staff Benefits appended to the Hamilton Collective Agreement (effective December 18, 2000 to March 31, 2003) who shall continue to be covered by that Memorandum of Understanding.</p> <p>For greater clarity, all employees at the Toronto Centre will only be able to exercise their rights under Articles 14.03, 14.04, 14.06 and 14.12 within the Toronto Centre, and all employees at the Hamilton Centre will only be able to exercise their rights under Articles 14.03, 14.04, 14.06 and 14.12 within the Hamilton Centre.</p>
LOU E: 3.7.i	<p>Miscellaneous</p> <p>An employee whose Home Centre is the Hamilton Centre shall be governed by Articles 18.07 (Weekend Premium), 29.08 (Hours of Work), and 29.09 (Overtime) of the Hamilton Collective Agreement.</p> <p>An employee whose Home Centre is the Toronto Centre shall be governed by Articles 18.07 (Weekend Premium), 29.08 (Hours of Work), and 29.09 (Overtime) of the Toronto Collective Agreement.</p>

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Housekeeping Changes – integration of Article 29 into body of Collective Agreement

1. Current Language

- 29.02 (a) A regular part-time employee is one who is employed for an indefinite duration of time but whose scheduled hours of work are normally less than seventy-five (75) hours over a designated two (2) week period.
- (b) A temporary (or term) employee is one who is employed for a definite duration of time either on a full-time or part-time basis.
- (c) A casual employee is one who is hired to work occasionally or intermittently.

Agreed change

Renumber as 2.05, 2.06, 2.07

Renumber the rest of the article

2. Current language

- 29.03 (a) In the case of regular part-time employees, replace Article 11.01 with the following:
- (i) Regular part-time employees shall accrue seniority based on actual hours worked excluding overtime hours. One year of seniority shall have been accumulated for each 1,500 regular hours worked.
- (ii) Seniority shall be used exclusively to determine priorities between regular part-time employees in case of filling of full-time vacancies, preference of vacation period and in cases of layoff and recall.
- (b) The provisions of Article 11, Seniority shall not be applicable to temporary employees. However, if a temporary employee is appointed prior to the expiration of her term to a permanent vacancy, the employee shall be credited with seniority based on actual hours worked, excluding overtime hours, from the date of last hire.

Agreed change

ARTICLE 11 - SENIORITY

- 11.01 a) Bargaining unit seniority **for full time employees** shall be defined as the length of an employee's service from the last date of hire. It shall be used to determine priorities for right or preference to vacation as per Article 20, promotions, and in case of layoff and recall.
- b) **Regular part-time employees shall accrue seniority based on actual hours worked excluding overtime hours. One year of seniority shall have been accumulated for each 1,500 regular hours worked.**
- c) **Seniority shall be used exclusively to determine priorities between regular part-time employees in case of filling of full-time vacancies, preference of vacation period and in cases of layoff and recall.**
- d) **Seniority shall not be applicable to temporary employees. However, if a temporary employee is appointed prior to the expiration of her term to a permanent vacancy, the employee shall be credited with seniority based on actual hours worked, excluding overtime hours, from the date of last hire.**

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3. Current language

29.04 (a)

In the case of regular part-time employees, replace Article 12.01, Probation, with the following:

Newly hired regular part-time employees shall serve a probationary period of 450 hours worked, excluding overtime hours. If, at the end of the probation period, the Employer deems it necessary to extend the probationary period for further appraisal of performance, an extension of up to 450 hours may be made, provided that the employee is so notified in writing by the Employer. If the employee is retained after the probationary period, the employee shall be credited seniority from the date of last hire.

- (b) (i) The provisions of Article 12, Probation, shall not be applicable to temporary employees.
- (ii) A temporary employee appointed to a permanent vacancy will be subject to the applicable probationary provisions upon her appointment to such vacancy.

Agreed change

ARTICLE 12 - PROBATION

12.01 (a)

Newly hired employees shall be considered to be on probation for a period of ninety (90) working days from date of last hire. If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the parties, such probationary period may be extended by up to thirty (30) working days.

- (b) **Newly hired regular part-time employees shall serve a probationary period of 450 hours worked, excluding overtime hours. If, at the end of the probation period, the Employer deems it necessary to extend the probationary period for further appraisal of performance, an extension of up to 450 hours may be made, provided that the employee is so notified in writing by the Employer. If the employee is retained after the probationary period, the employee shall be credited seniority from the date of last hire.**
- (c) (i) **The provisions of Article 12, Probation, shall not be applicable to temporary employees.**
- (ii) **A temporary employee appointed to a permanent vacancy will be subject to the applicable probationary provisions upon her appointment to such vacancy.**

4. Current language

29.05 (a)

In the case of regular part-time employees, amend Article 14 - Layoff and Recall by adding the following:

The Employer may lay off a regular part-time employee prior to laying off a regular full-time employee and vice versa.

- (b) The provisions of Article 14 shall not be applicable to temporary employees.

Agreed change

14.03 (a)

In the event of layoff, the Employer shall layoff employees in the reverse order of their seniority within their section and classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.

- (b) **The Employer may lay off a regular part-time employee prior to laying off a regular full-time employee and vice versa.**

14.13

The provisions of this article shall not be applicable to temporary employees.

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5. Current language

29.06 (a) Amend Article 16, Leaves of Absence, by adding the following:

Pay entitlement of regular part-time and temporary employees for authorized leave of absence shall be limited to their posted scheduled hours of work up to a maximum of seven and one-half (7.5) hours per day.

(b) Article 16.12, Medical/Dental/Legal Appointment Leave shall not be applicable to regular part-time and temporary part-time employees.

(c) The provisions of Articles 16.07(a) and 16.13 (Education Leave and Pre-Paid Leave Plan) shall not be applicable to temporary employees.

Agreed change

16.07 Educational Leave

(a) **Leave of absence without pay, for the purpose of further education directly related to the technologist's employment may be granted to a regular full time or regular part time employee** by the Employer subject to operational requirements. Schedules may be arranged so as to allow at any one time, no more than an aggregate of two (2) technologists from the department but no more than one (1) from any section. The technologist must apply in writing to her immediate supervisor five (5) weeks in advance and upon request shall provide evidence that she is registered in the course.

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

(b) In the case of any employee who is required by the Employer to attend professional development programmes, the cost of registration, books, and other relevant expenses as previously approved by the Employer, shall be borne by the Employer. The employee shall continue to receive regular pay while attending such programmes.

16.12 Medical/Dental/Legal Appointment Leave

The Employer shall allow **regular full time** employees leave without loss of regular pay, up to a maximum of twenty-five (25) hours per fiscal year, to attend medical, dental and legal appointments where such appointments cannot be arranged outside of working hours. The Union agrees that due to scheduling requirements, employees shall have to give three (3) weeks advance notice in writing except under extenuating circumstances when requesting time off to attend such appointments. Employees may be required to provide proof of such attendance.

16.13 Pre-Paid Leave Plan (PLP)

Effective on the date of signing of this Agreement, the Employer agrees to introduce a pre-paid leave program funded solely by the employee subject to the following terms and conditions:

(a) The plan is available to **regular full time and regular part time** employees wishing to spread four (4) years salary over a five (5) year period in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

16.16 Pay entitlement of regular part-time and temporary employees for authorized leave of absence shall be limited to their posted scheduled hours of work up to a maximum of seven and one-half (7.5) hours per day.

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6. Current language

- 29.08 (a) In the case of regular part-time, temporary part-time, and casual employees, replace Article 18.01 with the following:
- (i) Hours of work for regular part-time, temporary part-time and casual employees, exclusive of meal periods, and inclusive of rest periods, shall be as scheduled by the Employer.
 - (ii) Regular part-time, temporary part-time, or a casual employee may be requested to work full-time hours where circumstances so warrant.
- (b) In the case of regular part-time, temporary part-time and casual employee, add the following to Article 18, Hours of Work:
- Regular part-time, temporary part-time and casual employees who report for work as scheduled where there is no work available shall receive four (4) hours pay at her straight time hourly rate.
- (d) The Employer shall make every reasonable effort to schedule regular part-time employees no less than thirty (30) hours in a bi-weekly averaging period.

Agreed change

ARTICLE 18 - HOURS OF WORK, OVERTIME AND PREMIUM PAY

- 18.01 Hours of Work
- (a) Full-time employees shall work an average of seventy-five (75) hours over a designated two (2) week period and the normal workday shall consist of seven and one-half (7.5) hours exclusive of unpaid meal periods and inclusive of rest periods as scheduled by the Employer.
 - (b) **Hours of work for regular part-time, temporary part-time and casual employees, exclusive of meal periods, and inclusive of rest periods, shall be as scheduled by the Employer.**
 - (c) **Regular part-time, temporary part-time, or a casual employee may be requested to work full-time hours where circumstances so warrant.**
 - (d) **When a regular part-time, temporary part-time, or a casual employee is requested to work additional hours which are not scheduled on days which are not designated as her scheduled day(s) off, she shall be paid at her straight time hourly rate for all such hours worked, subject to Article 18.08 b.**
 - (e) **Regular part-time, temporary part-time and casual employees who report for work as scheduled where there is no work available shall receive four (4) hours pay at her straight time hourly rate.**
 - (f) **The Employer shall make every reasonable effort to schedule regular part-time employees no less than thirty (30) hours in a bi-weekly averaging period.**

7. Current language

- 29.08 (a) (iii) When a regular part-time, temporary part-time, or a casual employee is requested to work additional hours which are not scheduled on days which are not designated as her scheduled day(s) off, she shall be paid at her straight time hourly rate for all such hours worked, subject to Article 18.08 (b).
- 29.09 (b) The provisions of article 18.05(b) shall not apply to regular part-time, temporary and casual employees.

NOTE: New language is in **bold**, deletions are ~~struck through~~, clarification points are in *italics*.

Agreed change

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 **regular full time** employee shall be required to work two (2) consecutive paid holidays (Article 19.01). However, if operational requirements dictate an employee having to work two (2) consecutive paid holidays, that employee shall be credited with all hours worked on the second 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.

8. Current language

29.08 (c)

The provisions of article 18.07 shall not apply to other-than-full-time employees. Part-time employees shall be paid a weekend premium of \$1.55 per hour for all hours worked between 12.01 a.m. Saturday and 11.59 p.m. Sunday, when scheduled as part of the employee's regular workweek.

Agreed change

18.07 Premium Workdays

- (a) Saturday Premium

Any Toronto site regular full time 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 (0.5) times her basic hourly rate, for all hours worked on the second Saturday.

- (b) Sunday Premium

A Toronto site regular full time 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 fifty-five cents (\$1.55) for each hour worked of that shift that falls between 00h01 Sunday and 23h59 Sunday.

- (c) Weekend Premium – Hamilton site

At the Hamilton site, Articles 18.07 (a) and (b) above shall not apply and, instead, a weekend premium of \$1.55 cents per hour shall be paid for each hour worked between 00h01 Saturday and 23h59 Sunday when the Saturday and/or Sunday is scheduled as part of a Hamilton site employee's regular work week. Where a Hamilton site employee is receiving 1.5 times her/his regular rate of pay or more this premium will not apply.

- (d) **Weekend Premium – Part Time Employees**

Part-time employees shall be paid a weekend premium of \$1.55 per hour for all hours worked between 00h01 Saturday and 23h59 Sunday, when scheduled as part of the employee's regular workweek.

NOTE: New language is in **bold**, deletions are ~~struck through~~, clarification points are in *italics*.

9. Current language

29.09 (a)

In the case of regular part-time, temporary part-time, and casual employees, replace Article 18.08 Overtime with the following:

- (i) Regular part-time, temporary part-time, and casual employees shall be paid at the rate of time and one-half (1.5) of their straight time hourly rate for all hours worked in excess of their posted scheduled hours or seven and one half (7.5) hours whichever is greater or if scheduled by the Employer to work in excess of seventy-five (75) hours in a bi-weekly period.
- (ii) A regular part-time, temporary part-time, or casual employee, who is required by the Employer prior to her scheduled day(s) off without pay to work on such days, shall be paid at the premium rate of one and one-half (1.5) times the employee's straight time hourly rate for all hours worked in excess of her posted scheduled hours or seven and one-half (7.5) hours whichever is greater. Should the employee work in excess of her posted scheduled hours or seven and one-half (7.5) hours whichever is greater, such time shall be paid at two (2) times the employee's straight time hourly rate. It is further understood that an employee will not be entitled to another day off without pay in lieu of working on her scheduled day(s) off.

Agreed change

18.08

Overtime, Work on Scheduled Days Off, Work Schedules

(a) Overtime Rate

If a **regular full time** employee should work, as authorized, in excess of seventy-five (75) hours over a two (2) week period, she shall be paid overtime for such excess hours worked at the rate of one and one-half (1.5) times her straight time hourly rate.

- (b) **Regular part-time, temporary part-time, and casual employees shall be paid at the rate of time and one-half (1.5) of their straight time hourly rate for all hours worked in excess of their posted scheduled hours or seven and one half (7.5) hours whichever is greater or if scheduled by the Employer to work in excess of seventy-five (75) hours in a bi-weekly period.**

(c) Compensating Time-off – Regular Full Time

If operational requirements permit, time off in lieu of pay for authorized overtime worked in excess of seventy-five (75) hours may be granted by the Employer for the appropriate number of overtime hours, upon the written request of the employee to be taken at a time mutually agreed upon within 3 months following the end of the pay period in which such overtime occurred. If such time is not requested or can not be taken within the 3 months period the Employer shall pay the employee.

(d) Work on a Scheduled Day Off

Employees who are required by the Employer, prior to their scheduled days off to work on such days shall be paid at the premium rate of one and one-half (1.5) times their straight time hourly rate for all hours so worked up to seven and one-half (7.5) hours. Should the employee work in excess of seven and one-half (7.5) hours, such time shall be paid at two (2) times the employee's straight time hourly rate. It is further understood that employees will not be entitled to another day off without pay in lieu of working on their day(s) off.

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(e) Posting of Work Schedules

Work schedules shall be posted four (4) weeks in advance, provided that where circumstances exist which, if left unattended, would jeopardize operations, changes may be made without the Employer paying a penalty.

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

(g) **Where a regular full time employee's posted schedule is changed by Canadian Blood Services without providing the employee with twenty-four (24) hours notice of such change or less, without mutual agreement of the employee, the employee shall receive time and one-half (1.5) of her regular straight time hourly rate for all hours worked on the affected shift.**

10. Current language

29.10 (a)

In the case of regular part-time, temporary part-time and casual employees, replace Article 19, Paid Holidays, with the following:

(i) On each pay cheque, regular part-time, temporary part-time and casual employees shall be paid four and one-half percent (4.5%) of their individual straight time earnings (i.e., applicable straight time earnings, exclusive of overtime pay, all premiums and vacation pay), in lieu of paid holidays applicable to full-time employees.

(ii) Any regular part-time, temporary part-time, or casual employee who is required to work on a paid holiday shall be paid one and one-half (1.5) times her straight time hourly rate for all hours worked up to her scheduled hours or seven and one half (7.5) hours whichever is greater on such paid holiday and the employee shall not receive a day off in lieu of the paid holiday worked. For all hours worked in excess of posted scheduled hours or seven and one-half (7.5) hours whichever is greater on a paid holiday, such time worked shall be paid at two (2) times the employee's straight time hourly rate.

(b) Articles 19.02 and 19.07 shall not be applicable to temporary full-time employees.

Agreed change

ARTICLE 19 - PAID HOLIDAYS

19.02 **Regular full time** employees shall also be entitled to one (1) floating holiday with pay per year which shall be requested in writing by the employee five (5) weeks in advance, except in extenuating circumstances when a shorter notice period may be allowed. It is understood that:

(a) Such floating holiday can be attached to any other paid holiday listed above.

(b) Probationary employees are not entitled to this floating holiday;

(c) Not more than two (2) employees in a section shall be scheduled off on a floating holiday at any one time;

(d) Managerial discretion and operational requirements permitting, exceptions to (a) through (c) above may be allowed.

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

19.04 Paid Holiday Falling on a **Regular Full Time** 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.

19.05 Qualifier for Paid Holiday

In order to qualify for payment on a paid holiday other than the float, the employee must work on the working day immediately prior to and following the paid holiday, unless the employee's absence is due to vacation, sick leave, authorized leave of absence with pay or scheduled day off as authorized by the Employer.

19.06 Holiday Premium

(a) Work on a Paid Holiday

A **full time** 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).

(b) Work on a Paid Holiday Exceeding 7.5 Hours

Should the employee be required to work more than seven and one-half (7.5) hours on a paid holiday, such time worked in excess of seven and one-half (7.5) hours shall be paid at two (2) times the employee's straight time hourly rate for such additional hours. However, the employee shall not be entitled to time off equivalent to such additional hours worked.

(c) Failure to Report as Scheduled on a Paid Holiday

An employee who is scheduled by the Employer to work on a paid holiday and does not report for work due to bona fide illness, shall be paid holiday pay and shall not be entitled to sick pay or another day off in lieu.

19.07 **Paid Holidays – Other Than Full Time**

(a) **On each pay cheque, regular part-time, temporary part-time and casual employees shall be paid four and one-half percent (4.5%) of their individual straight time earnings (i.e., applicable straight time earnings, exclusive of overtime pay, all premiums and vacation pay), in lieu of paid holidays applicable to full-time employees.**

(b) **Any regular part-time, temporary part-time, or casual employee who is required to work on a paid holiday shall be paid one and one-half (1.5) times her straight time hourly rate for all hours worked up to her scheduled hours or seven and one half (7.5) hours whichever is**

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greater on such paid holiday and the employee shall not receive a day off in lieu of the paid holiday worked. For all hours worked in excess of posted scheduled hours or seven and one-half (7.5) hours whichever is greater on a paid holiday, such time worked shall be paid at two (2) times the employee's straight time hourly rate.

19.08 Paid Holiday Falling on an Employee's Vacation Period

When a paid holiday falls within a **regular full time** employee's vacation period, it shall be added to her vacation or scheduled at a time mutually agreeable. However, if there is no mutual agreement, the employee shall be paid holiday pay (7.5 ~~or 3.75~~ hours, *i.e. 1/2 day before Christmas Day and 1/2 day before New Years Day*) at her straight time hourly rate.

19.09 Other Federally or Provincially Proclaimed Holidays

Should any other day be officially proclaimed as a holiday in Ontario by the Federal or Provincial governments, it shall thereafter be recognized by the Employer and granted as a paid holiday to **regular full time** employees covered by this Agreement.

11. Current language

29.11 Replace Article 20, Vacations with the following:

(a) Other-than-full-time employees shall be paid on each pay cheque six (6%), eight (8%), ten (10%), ten and one half (10.5%) or twelve (12%) percent of their gross salary earned in lieu of vacation, whichever percentage is applicable depending on their vacation pay entitlement as set forth hereunder:

Up to 6,000 hours worked	-	6%
From 6,001 hours worked or after four (4) years, whichever occurs later	-	8%
From 15,001 hours worked, or after ten (10) years, whichever occurs later	-	10%
From 30,000 hours worked, or after twenty years whichever occurs later	-	10.5%
From 37,500 hours worked, or after twenty-five years whichever occurs later	-	12%

"Gross salary" as herein used includes straight time pay, overtime pay, pay in lieu of holidays, pay in lieu of benefits and excludes all other premiums.

(b) After twelve (12) months of continuous service regular part-time and temporary full-time employees may apply for annual vacation without pay up to a maximum of three (3) weeks per calendar year, after 6001 hours four (4) weeks without pay and after 15001 hours five (5) weeks without pay.

(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.

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- (d) Vacations must be taken in blocks of not less than one (1) week.
- (e) An employee who is transferred from full-time to part-time, or vice versa, shall retain and carry with her length of service for vacation entitlement purposes.

Agreed language
20.13

Vacations – Other than Regular Full Time Provisions

- (a) Other-than-full-time employees shall be paid on each pay cheque six (6%), eight (8%), ten (10%), ten and one half (10.5%) or twelve (12%) percent of their gross salary earned in lieu of vacation, whichever percentage is applicable depending on their vacation pay entitlement as set forth hereunder:

Up to 6,000 hours worked	-	6%
From 6,001 hours worked or after four (4) years, whichever occurs later	-	8%
From 15,001 hours worked, or after ten (10) years, whichever occurs later	-	10%
From 30,000 hours worked, or after twenty years whichever occurs later	-	10.5%
From 37,500 hours worked, or after twenty-five years whichever occurs later	-	12%

"Gross salary" as herein used includes straight time pay, overtime pay, pay in lieu of holidays, pay in lieu of benefits and excludes all other premiums.

- (b) After twelve (12) months of continuous service regular part-time and temporary full-time employees may apply for annual vacation without pay up to a maximum of three (3) weeks per calendar year, after 6001 hours four (4) weeks without pay and after 15001 hours five (5) weeks without pay.
- (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.
- (d) Vacations must be taken in blocks of not less than one (1) week.
- (e) An employee who is transferred from full-time to part-time, or vice versa, shall retain and carry with her length of service for vacation entitlement purposes.

12. Current language

29.07 The provisions of Article 21, Sick Leave, shall not be applicable to regular part-time and temporary employees.

NOTE: New language is in **bold**, deletions are ~~struck through~~, clarification points are in *italics*.

Agreed language
ARTICLE 21 - SICK LEAVE

21.01 All **regular** full-time employees shall continue receiving wages during absence due to sickness or accident in accordance with the plan as set forth in this Article.

13. Current language

29.12 (a) Replace Article 22, Staff Benefits with the following:

- (i) Other-than-full-time employees who have completed three (3) calendar months of employment shall be paid on each pay cheque, in addition to their basic regular rate of pay, twelve and one-half percent (12.5%) of their individual straight time earnings, (i.e., applicable straight time earnings, exclusive of overtime pay, all premiums, pay in lieu of holidays and pay in lieu of vacation), in lieu of all fringe benefits (including health, dental, welfare, and pension plans applicable to full-time employees), except those which any of these categories of other-than-full-time employees are eligible to participate in.
- (ii) In case any other-than-full-time employee should choose to participate in the C.B.S. Pension Plan, assuming that she is eligible to participate in that Plan, such other-than-full-time employee shall be entitled to be paid on each pay cheque eight and one-half percent (8.5%) of her straight time earnings as defined in the preceding paragraph instead of twelve and one-half percent (12.5%).
- (iii) With the exception of vacation credits, all other benefits for any other-than-full-time employee appointed to a full-time position shall commence to accrue from the date of appointment to the full-time position subject to the rules and regulations of such staff benefit.

Agreed language
ARTICLE 22 – STAFF BENEFITS

22.04 **Part Time Provisions**

- (a) Other-than-full-time employees who have completed three (3) calendar months of employment shall be paid on each pay cheque, in addition to their basic regular rate of pay, twelve and one-half percent (12.5%) of their individual straight time earnings, (i.e., applicable straight time earnings, exclusive of overtime pay, all premiums, pay in lieu of holidays and pay in lieu of vacation), in lieu of all fringe benefits (including health, dental, welfare, and pension plans applicable to full-time employees), except those which any of these categories of other-than-full-time employees are eligible to participate in.
- (b) In case any other-than-full-time employee should choose to participate in the C.B.S. Pension Plan, assuming that she is eligible to participate in that Plan, such other-than-full-time employee shall be entitled to be paid on each pay cheque eight and one-half percent (8.5%) of her straight time earnings as defined in the preceding paragraph instead of twelve and one-half percent (12.5%).
- (c) With the exception of vacation credits, all other benefits for other-than-full-time employees, appointed to a full-time position, shall commence to accrue from the date of appointment to the full-time position subject to the rules and regulations of such benefit plans.