

Memorandum of Settlement

between

Canadian Blood Services
TORONTO / HAMILTON / LONDON / BRAMPTON/OTTAWA
(the "Employer")

and

Ontario Public Service Employees Union
on behalf of its Locals 160, 200, 210, 477, 5103
(the "Union")

Whereas the Parties have tentatively resolved all outstanding items for the collective bargaining of the Collective Agreement, the Parties hereby agree to the following:

- #1 The tentative Collective Agreement shall be the Collective Agreement between the Employer and the Union; expiry: March 31, 2017, except where expressly amended by the agreed upon articles document appended hereto.
- #2 Both the Union and the Employer shall recommend the tentative Collective Agreement for ratification by their respective principals. Determination of ratification shall occur within one (1) month from the signing of this Memorandum of Settlement.
- #3 Should the tentative Collective Agreement not be ratified by the Union's principals, the Union shall have the right to withdraw from the tentative agreement.
- #4 Should the tentative Collective Agreement not be ratified by the Employer's principals, the Employer shall have the right to withdraw from the tentative agreement.
- #6 General wage increases shall be retroactive on all earnings (exclusive of premium(s)) in accordance with the effective dates in Schedule A in the tentative Collective Agreement and shall be paid no later than sixty (60) days from the date of ratification.

#7 All other amendments in the tentative Collective Agreement shall be effective on the date of ratification except as provided otherwise within the tentative Collective Agreement and this Memorandum of Settlement.

Agreed this 28 day of February, 2018

For the Union

[Signature]
[Signature]
Albina Blanchard
[Signature]
[Signature]
[Signature]

For the Employer

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

AGREED UPON ARTICLES

Housekeeping:

Article 1.06:

1.06 – The Union has not been involved in decisions on whether to extend temporary contracts past 12 month.

The Union would like this Article to be strictly adhered to. The Employer agrees to adhere to this article.

6.12 a) iii) 6.13 should read 6.12 (typo)

NEW:

Not to form part of the Collective Agreement - The Employer is willing to commit that where operationally feasible, we will endeavor to schedule the LMC meetings so that committee members can attend in person. Additionally we will look at using Skype Business Meeting video to allow for meeting participants to be able to view one another in the absence of being physically together in the same location and changing the meeting locations from time to time to encourage greater ability to attend.

-Employer Confirmed they can commit to 5 positions of 0.5 FTE in Ottawa. Employer will also create a Focus Group to investigate why clinics are consistently running past scheduled end times.

Agreed to Items:

NEW - Harassment and Discrimination Complaint Process:

- 1A.03 Any employee who has a complaint of harassment or discrimination as defined in Article A1.01 or 1A.02 may consult with a Union representative before raising the matter with the most senior non-bargaining unit manager in his/her department by submitting in writing the nature of his/her complaint and the remedy sought.
- 1A.04 The manager or designate shall schedule a meeting with the complainant and obtain all relevant details from him/her concerning the allegation(s) of

discrimination/harassment. The manager or designate shall record and document all relevant details concerning the complaint. The employee shall be entitled to have Union representation present, if they so choose.

The manager or designate shall complete an investigation of the complaint by meeting with each of those concerned including the alleged harasser.

The Employer will endeavor to complete the investigation in a timely manner and generally within 90 days or less unless there are extenuating circumstances (i.e. illness, complex investigation) warranting a longer investigation.

On completion of the investigation the appropriate course of action to be taken shall be determined by the Employer. A copy of the Summary of Findings shall be provided to the complainant.

If the complainant is not satisfied with the written response received from the manager within ten (10) working days of the receipt of the Summary of Finding he/she may submit a written grievance at Step 2 of the Grievance Procedure and the matter will continue through the Grievance Procedure as outline in Article 7.

1A.05 Confidentiality

- (a) All Employer representatives who are privy to information, or in possession of documentation pertaining to matters/incidents involving harassment, shall hold such in strict confidence. This shall include refraining from discussions or releasing information in any form, except as required by law, apart from matters arising out the normal course of business.
- (b) All other participants, involved in, or privy to, information concerning matters/incidents involving harassment shall likewise refrain from divulging such information or documentation in any way that might damage reputations or influence the course of proceedings.

Amend Article 3 – Union Security to read as follows:

ARTICLE 3 - DUES DEDUCTION

- 3.01 The Employer shall deduct union dues commencing from the first day of employment, from each pay of each employee, starting with the pay period nearest to the effective date of this agreement, an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments.

The Employer agrees that it will submit by Electronic Fund Transfer (EFT) to the Union, not later than the 15th day of each month following the month in which dues were deducted. The total amount of such deductions shall be forwarded to the Accounting Department of the Union, 100 Lesmill Road, North York, Ontario. The remittance shall be accompanied by a list of names, employee number or a unique identifier, and the amount deducted. The list shall clearly indicate employment status and current position description in electronic copy.

- 3.02 The Employer agrees to give each person in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted and shall give it to each person in the bargaining unit on time for inclusion in their income tax return.
- 3.03 The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer.
- 3.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of union dues as herein provided.
- 3.05 During the first thirty (30) days of employment, the appropriate shop steward of the local shall be allowed a meeting of up to thirty (30) minutes within regular working hours with new employees. Such meeting shall be arranged by the Employer and the Union Steward will be advised when the meeting is to take place.

Amend 5.01 to read as follows:

5.01 The Employer agrees to recognize Union Stewards elected or appointed from among the employees in the bargaining unit. The duty of the stewards shall be to represent employee(s) and to process grievances or complaints as outlined in the grievance procedure of this Agreement.

The Union will inform the Employer, in writing, of the names of the stewards and of any subsequent changes and the Employer will not be required to recognize such stewards until notification from the Union has been received.

Amend 5.04 a) to read as follows:

5.04 Union Representation

- a) The Employer agrees that ~~regular full-time~~ employees who are shop stewards and local Union employee representatives shall suffer no loss

of regular pay, for time spent in attending negotiations, grievance meetings or Labour –Management Committee meetings, excluding the Joint Health and Safety Committee as set out in this Article, with representatives of the Employer provided that any such employee representative is scheduled to work on the day of the meeting. Employees shall not be entitled to the provisions of Articles 12.02, 25 and 26.

Amend Article 5.05 (b) to read:

The Employer shall recognize one (1) employee representative to be elected or appointed from amongst the bargaining unit employees from each department (i.e. Administration, Logistics, Clinic Services and Laboratory) at each Blood Services Centre to represent the bargaining unit on the Joint Health and Safety Committee. In accordance with the current practice, the parties agree that the number of representatives attending the said committee meetings may be limited. **Union members of the Committee shall be scheduled paid time off of at least one (1) hour prior to every Committee meeting to caucus together for the meeting at a place of their choosing.** Time spent at meetings and for carrying out duties and responsibilities shall be credited at the employee's regular hourly rate or premium rate as applicable.

Amend 5.09 to read as follows:

5.09 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)~~ **seven and one half (7.5)** hours per month. This time may not be carried over beyond the month in which it is allocated. For greater clarity, the purpose of this Presidential/Unit Steward leave is to conduct the affairs of the Local other than those that are covered elsewhere in this Collective Agreement.

Amend Article 6.08 as follows:

6.08

(a) In the event of a layoff the Employer shall reduce staff in the reverse order of classification seniority in the Blood Centre, Region, or permanent clinic site where the layoff is to occur, provided that those employees who remain on the job have the qualifications and ability to perform the work.

(b) It is understood that all temporary and casual employees shall be terminated and that layoffs shall be applied to regular part-time employees prior to the layoff of any regular full-time employee. This provision shall only apply to incumbent regular full-time employees on staff as of (insert date of ratification).

Amend Article 6.10 to read as follows:

6.10 Displacement

- a) i) An employee who receives a layoff notice, may within ten (10) working days [five (5) weeks for those laid off under Article ~~6.06 b~~ **6.05 b**] of receipt of such notice exercises her right to displace another employee (full-time to full-time and part-time to part-time) who is working in or out of the same Blood Centre, who has less seniority and who is the least senior employee in an equal or lower paying classification provided that, the employee who is subject to the original layoff has the required qualifications and is able to perform the duties of the displaced employee's job classification to the satisfaction of the Employer within a training period of at least one month in duration. An employee shall accrue seniority during such training period. The employee shall be placed on the same step on the salary scale as in her former classification.

Amend 7.01 (b) to read as follows:

An employee may have the assistance of her shop steward ~~from the employee group~~ as set out in article 5.01. ~~If her classification shop steward is not available an alternate shop steward may be selected by the employee, at any stage of the grievance procedure if she so desires.~~

NEW ARTICLE 7.06

Mediation:

Once a grievance has been submitted to arbitration, both parties may agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice. In the event that no mutually agreeable resolution is reached, the grievance will proceed to arbitration. The parties shall share equally in the costs involved in the appointment of a Mediator.

Amend Article 9.02 to read as follows:

- 9.02 When an employee has been discharged, she shall have the right to speak with a ~~grievance~~ Steward for a reasonable period of time before leaving the premises. A meeting room will be made available by the Manager, Human Resources or designee.

Amend Article 11.02 b) to read as follows:

- 11.02 b) Employees who have terminated their employment between April 1, ~~2013~~ 2017 and the date of signing of this Agreement, shall be entitled to retroactivity. The Employer shall pay the retroactive wages within ninety (90) days following ratification to the employee's last known address.

Amend Article 11.05 to read as follows:

All changes in this agreement shall take effect on the date of **the Union's** ratification of the Collective Agreement unless otherwise specified under articles herein **or in the Memorandum of Settlement signed by the parties.**

Amend Article 12.01 b) vi) to read:

Any additional meal period that must be provided under legislation shall be 30 minutes in duration **and taken during clinic hours**. Such meal period will be scheduled **at a time as determined by the Employer** taking into account operational requirements and employee needs.

Amend 12.01 (c) i) to read as follows:

- i) Employees who are scheduled to work seven and a half (7.5) hours in a day, ~~exclusive of any meal period~~, shall receive two (2) paid rest periods of fifteen (15) minutes each. Subject to

operational requirements, rest periods may be combined by mutual agreement.

Employees scheduled to work less than seven and a half (7.5) hours but a minimum of four (4) hours, shall be provided with one paid rest period of fifteen (15) minutes. Should the workday extend a further three (3) hours, another paid rest period of fifteen (15) minutes shall be provided.

Amend 12.01 c) ii) to read:

- ii) Rest periods for employees, who are assigned to a mobile clinic, ~~shall be scheduled during the period commencing with the start of set-up and end of tear down~~ shall be provided at appropriate times throughout the clinic. Should the employee not receive her rest period as a result of operational requirements, such employee will be credited with fifteen (15) minutes in lieu and in addition shall be paid a premium of 0.5 times her regular rate outside the averaging period.

Amend Article 12.03 to read:

12.03 Days Off

- a) The Employer shall identify days off on posted schedules for all employees.
- b) Full-time employees hired into the bargaining unit on or before January 25, 2013 shall be scheduled two consecutive days off without pay per weekly period, which shall include a Saturday or a Sunday, and will either be completed or started in the weekly period.

Full-time employees hired into the bargaining unit after January 25, 2013 shall be scheduled two consecutive days off without pay per weekly period.

Part-time and Casual employees shall not exceed the ratio of 10:4 for workdays to non-workdays in a period of two work weeks.

- i) A premium of two dollars (\$2.00) per hour shall be paid to an employee hired into the bargaining unit on or before January 25,

2013 in addition to her applicable hourly rate of pay for each hour worked between 2400 hours on Friday to 2400 hours Saturday when the Saturday is scheduled as part of the employee's regular work week.

An employee hired into the bargaining unit on or before ~~January 25, 2013~~ **(date of ratification)** who is scheduled to work on a Sunday shall be credited with straight time for all hours worked and, further, shall be paid a premium of one times her rate of pay over and above her straight time basic pay ~~until March 31, 2017. Effective March 31, 2017, the premium shall be one half times her rate of pay over and above her straight time basic pay. These provisions shall only apply to Donor Services Representatives when such employees work on clinics.~~

A premium of two dollars (\$2.00) per hour shall be paid to an employee hired into the bargaining unit on or before ~~January 25, 2013~~ **(insert date of ratification)** in addition to her applicable hourly rate of pay for each hour worked between 2400 hours on Friday to 2400 hours Sunday when such hours are scheduled as part of the employee's regular work week.

Amend Article 12.04 to read as follows:

(The parties have also agreed to a Memorandum of Understanding on this matter. MOU re: Scheduling)

- a) The defined FTE shall be averaged over a ~~six (6)~~ **four (4)** week period. The Employer shall endeavour to minimize the variation in posted scheduled hours over a bi-weekly period
- b) The number of regular part-time positions and defined FTE's shall be determined by the Employer.
- c) All leaves of absences with or without pay shall count towards the defined FTE.
- d) The defined FTE for regular part-time employees shall be noted in such employees' employment offer letters. **Temporary employees will not be assigned a defined FTE.**
- e) Regular part-time employees must commit to be available to work as scheduled by the Employer except as provided by any other provision of the Collective Agreement. **All scheduled hours will be paid as per the posted schedule, unless an employee volunteers to leave early.**

f) After all regular part-time employees have been scheduled to their defined FTE, any remaining hours shall first be scheduled to employees that have indicated an interest in working extra hours, amongst regular part-time employees by classification and department/section separately at each Blood Centre, Region or permanent site to those employees with the lowest FTE on an equitable basis until such employees have been scheduled for as many hours as employees with the next higher FTE, and so forth, until either all employees have been scheduled to an equal FTE or there are no more hours to assign.

g. Following the application of 12.04 (f) above, the Employer shall schedule any remaining available work on an equitable basis amongst regular part-time employees that have expressed interest in extra hours by classification and department/section separately at each Blood Centre, Region, or permanent clinic.

Should any hours remain after the process above is completed they will then be offered to temporary employees. Should there still be any available hours then these hours shall be scheduled by seniority.

Any two employees, in the same classification, may exchange shifts (this includes "rest days") with the prior approval of their supervisor, provided that the Employer shall not incur any additional costs over and above those which would have been incurred had the exchange not taken place. Any employee initiated shift exchange will nullify the requirements of 12.04 e) above.

Should any available shifts become available after the schedule is posted these shifts shall be distributed by seniority in the same classification to all regular part time employees. If all regular part time employees have been asked to pick up the extra shift and no one is available the shift may then be offered to temporary employees, by seniority.

h. Notwithstanding the above, the Employer may reduce a regular part-time employee's defined FTE and such reductions shall be done in the reverse order of seniority by classification in the affected department/section separately at each affected Blood Centre, Region, or permanent clinic. The Employer may identify certain FTE's within which such reductions shall occur and such reductions shall not constitute a layoff. Should such reduction exceed ~~twenty (20%)~~ thirty (30%) per cent of a regular part-time employee's FTE in a twelve (12) month period the Employee shall have the following options to exercise within ten (10)

working days following notification of such reduction in their defined FTE:

- i) **Accept the reduction of the defined FTE, or;**
- ii) **Terminate her employment on a date to be determined by the Employer and the applicable provisions of Article 6, Layoff and Recall, shall apply.**

Amend 13.03 a) and b) to read as follows:

- a) Employees wishing to reserve vacation time shall submit their written requests on vacation leave forms made available by the Employer, no later than ~~February 15th.~~ **January 15th.** The Supervisor or designate shall post an approved vacation schedule and respond to the employee in writing on or before the **15th** day of ~~March~~ **February.** Seniority shall entitle a person to claim no more than 2 weeks of prime vacation time. Prime time in this Agreement shall consist of the months of July and August.

In the event of conflicts seniority shall prevail. Seniority rights as herein mentioned can only be exercised up to ~~March 31st~~ **February 28th** of the year, after which vacation schedules as already confirmed can no longer be disturbed by assertion of seniority rights.

- b) All other requests for vacation must be submitted in writing, on vacation leave forms made available by the Employer, five (5) weeks in advance wherever possible, and the Centre will grant vacation requests wherever possible as operational requirements permit. Employee requests for a vacation made after ~~February 15th~~ **January 15th** shall be answered in writing by the Supervisor or designate within five (5) working days of the request.

Amend 13.08 a) iv)) to read as follows:

13.08 Part-time, Temporary and Casual Employees.

- iv) The Employer will bank vacation pay for part-time employees on a calendar year basis. **An employee may request to have her banked vacation pay accrued to date paid out on her next**

pay date, provided that such request is made at least ten (10) calendar days in advance of the next pay date. Such request may be made only two (2) times per calendar year. Any remaining vacation pay banked will be paid pay out such vacation pay banks to employees on the second pay of January of each year or upon severance of employment.

Amend 14.01 d) to read as follows:

Full time and regular part time employees shall be entitled to one (1) floating holiday which shall be requested by the employee five (5) weeks in advance except in the case of an emergency. The employee.....

Amend Article 14.01 c) to read:

An employee shall not normally be required to work on **the day before Christmas Day, the day before New Year's Day, on Boxing Day, Victoria Day, Canada Day and Labour Day** two years in a row. Should, due to operational requirements any employee be required to work these holidays two years in succession, they shall be paid in accordance with Article 14.04.

Amend 14.06 (a) to read:

On each pay cheque part-time, temporary part-time and casual employees shall be paid, in addition to their basic regular rate of pay, ~~four and eighty eight one hundredths per cent (4.88%)~~ **five percent (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 designated paid holidays.

Amend Article 15.01 (b) to read as follows:

- a) New part-time and temporary part-time employees shall serve a probationary period of 812.5 regular hours worked. **For greater clarity a temporary employee that has completed their probationary period, shall not be subject to another probationary period if they successfully post into a regular position.**

Amend Article 15.02 c) to read as follows:

15.02

- c) Seniority shall only be applicable within a Blood Centre, Region or at a permanent location for the purpose of vacation scheduling, ~~promotion, the filling of vacancies (subject to Article 16.01 b), transfers,~~ layoffs and recall.

NEW Article 15.04 e):

- 15.04 An employee shall accumulate seniority under any of the following conditions:
 - e) When an employee provides proof of receipt of Employment Insurance benefits upon their return to work

Amend 15.05 to read as follows:

15.05 A separate seniority list for regular full-time (date of hire) and regular part-time (hours worked from date of hire) employees shall be posted and maintained by the Employer and revised on January 1st, April 1st, July 1st and October 1st of every year. A copy of the seniority lists shall be posted on ~~bulletin boards at each Centre, region and permanent clinic locations,~~ **ABOut You and sent to the Local Union President at their employee email address,** no later than January 10th, April 10th, July 10th and October 10th of each year. ~~Upon request of the local Union a copy shall be provided.~~

Amend 15.06 and 15.07 to read as follows:

15.06 A **regular** part-time or a temporary employee **who is the successful applicant of a full time job posting changing her status** shall be credited with seniority earned on the basis of each 1950 hours worked equals one year of seniority prorated as necessary.

15.07 A **regular** full-time employee **who is the successful applicant of a regular part time job posting changes her status** shall be credited with seniority earned on the basis of each year worked equals 1950 hours prorated as necessary.

Article 16.01 c):

All job postings will be given to each Local President electronically as stated in this article.

Amend 16.03 c) to read as follows:

- c) Temporary transfers must be confirmed in writing by the Manager, Human Resources or his designated representative prior to the commencement of the temporary transfer. Notice of such transfer in excess of ten (10) working days shall be given to the Local Union Unit steward/president. ~~upon request.~~

Amend Article 16.04 to read as follows:

16.04 Permanent Transfers

For the purpose of this Agreement, a permanent transfer at the request of an employee is a change from one position to another within the bargaining unit which does not constitute a "promotion" as defined in Article 16.02 above.

- a) The factors outlined in Article 16.02 a) above shall also apply in the case of permanent transfers. The employee will be given a trial period in which to demonstrate her ability to perform the new task to the satisfaction of the Employer. The trial period will be three (3) months for full-time and temporary full-time employees. For part-time and temporary part-time employees the trial period will be four hundred and eighty seven and one half (487.5) regular hours.
- b) In case of a permanent transfer, the salary of the re-classified employee shall be changed to that step in the scale of the new position which is equal to or immediately above her current rate of pay, whichever is the less. If there is no rate of pay in the new position which is equal to or above the employee's current rate of pay, then the salary of the employee shall be changed to the maximum step of the new position.
- c) As a result of a permanent transfer, a full time employee's anniversary date for the purpose of an annual increment shall be the date of transfer.
- d) ~~When an employee applies for a transfer from one Centre to another, within the bargaining unit, her seniority shall not be considered at the time of application. However, if the employee's application to transfer is accepted by another Centre, the employee's accrued seniority in the former Centre shall be reinstated to her at the new location.~~

Amend 17.06 to read as follows:

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

Maternity/Parental/Adoption Supplemental Employment Benefit (SEB) shall only apply to eligible Regular Full-time and Regular Part-time employees.

Eligible employee shall mean an employee who has completed at least thirteen (13) weeks of employment prior to commencing her/his maternity and/or parental/adoption leave, and who is in receipt of Employment Insurance maternity or parental benefits.

Maternity Supplemental Employment Benefits

An employee, who is in receipt of Employment Insurance (EI) maternity benefits pursuant to the *Employment Insurance Act*, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the employee is eligible to receive and seventy-five percent (75%) of the employee's gross weekly rate of pay. This SEB payment shall commence following completion of the ~~two (2) week~~ EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the employee is in receipt of EI maternity benefits for a maximum of fifteen (15) weeks.

CBS will pay seventy-five percent (75%) of the employee's gross weekly rate of pay for the waiting period required for maternity benefits under the *Employment Insurance Act*.

Parental/Adoption Supplemental Employment Benefits

An employee, who is in receipt of Employment Insurance (EI) parental benefits pursuant to the *Employment Insurance Act*, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the employee is eligible to receive and seventy-five percent (75%) of the employee's gross weekly rate of pay. This SEB payment shall commence following completion of any required EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the employee is in receipt of EI parental benefits for a maximum of ten (10) weeks.

If a ~~two-week~~ waiting period is required for parental benefits under the *Employment Insurance Act*, CBS will pay seventy-five percent (75%) of the employee's gross weekly rate of pay for this waiting period.

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

SEB Payment Calculation

- SEB payments will be based on the regular weekly rate of pay in the employee's home position.

- The gross weekly rate of pay shall be determined by multiplying the employee's regular weekly work hours by the regular hourly rate on the last day worked prior to the commencement of the leave and excludes overtime, premiums and allowances.
- Regular weekly work hours for regular part-time employees shall be determined by calculating the average regular hours paid per week over the twenty (20) weeks preceding the commencement of the leave.

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

Amend Article 17.09 a) to read as follows:

Any member of the bargaining unit who is attending Union activities, shall upon making the request in writing six (6) weeks in advance and subject to operational requirements, be granted a leave of absence without pay, **not to be unreasonably withheld. In certain cases when it is not possible for six (6) weeks advance notice to be provided, the Employer shall consider these requests on a case by case and if scheduling permits, the Employer shall grant the leave without pay. The maximum time off for Union activities shall not exceed thirty (30) working days per employee, per calendar year and no more than two employees per department may be absent from scheduled work at any one time.**

Amend Article 18.01 to read as follows:

- 18.01 Each full-time employee will be allowed up to a maximum of twenty five (25) hours with pay per fiscal year to attend medical, dental, **appointments for dependent children** and legal appointments when such appointments cannot be arranged outside of working hours. The Union agrees that due to scheduling, employees shall have to give four (4) weeks' advance notice in writing except under extenuating circumstances when requesting time off to attend such appointments

Amend Article 18.02 to read as follows:

- 18.02 **(a)** In addition to any leave granted under Article 18.01 each full-time employee

shall be entitled to three (3) days personal leave with pay, per fiscal calendar year. **Pay for the third day taken under this article shall be deducted from the employee's sick bank.** ~~Such days shall be deducted from the employees sick leave bank.~~ If there are no sick days available in employee's bank the leave shall be without pay. **The parties agree that all leave taken under this article shall comply with the Personal Emergency entitlements as per the *Employment Standards Act*.** The parties further agree that this Article will not be used to enable a violation of Article 10.01.

(b) Regular part-time, temporary and casual employees shall be entitled to two (2) paid days of Personal Emergency Leave, as per the *Employment Standards Act*, in addition to entitlement to the unpaid leaves of absence under that Act.

Amend 18.03 to read as follows:

18.03 Each part-time employee shall be entitled to 22.5 hours personal leave without pay, per fiscal year. The parties agree that this Article will not be used to enable a violation of Article 10.01. **The Part time float holiday will be deducted from the 22.5 hour personal leave entitlement.**

Amend Article 18.04 (a) to read as follows:

(a) Leave of absence without pay for a maximum of six (6) months, or longer if agreed to by the Employer, for the purpose of further education directly related to the employee's employment may be granted by the Employer subject to operational requirements, **not to be unreasonably denied.** Schedules may be arranged so as to allow at any one time, no more than an aggregate of two (2) employees from the same department. The employee must apply in writing to her immediate supervisor six (6) weeks in advance and upon request shall provide evidence that she is registered in the course.

Delete Article 18.05:

~~18.05 Personal Emergency Leave~~

~~Employees shall be entitled to Personal Emergency Leave without pay in accordance with the *Employment Standards Act* of Ontario.~~

Amend Article 20.01 c) to read :

c) attending the funeral of the employee's sister-in-law, brother-in-law,

grandparent-in-law, uncle or aunt, niece or nephew one (1) day. Additional time off with or without pay may be granted at management's discretion under extenuating circumstances.

Amend Article 22.03 a) to read as follows:

- a) On each pay cheque, part-time, temporary and casual employees who have completed three (3) calendar months of employment shall be paid, in addition to their basic regular rate of pay, ~~seven and a half percent (7.5%)~~ **eight and one half percent (8.5%)** of their individual straight time earnings, (i.e., applicable straight time earnings, exclusive of overtime pay, all premiums, pay-in-lieu of designated holidays as provided for in Article 14.06 a) or 14.06 b) of this Agreement, and pay-in-lieu of annual vacation as provided for in Article 13.09 a) or 13.09 b) of this Agreement), in lieu of all insured benefits.

Amend 23.01 c) to read as follows:

- c) The Employer shall provide a safety shoe allowance of ~~one hundred dollars (\$100)~~ **one hundred and ten dollars (\$110.00)** every two (2) years to all employees, excluding Drivers and Shipper/Receivers, who are required to wear safety shoes in the performance of their job duties.

Amend Article 23.02 to read as follows:

- 23.02 For the duration of this Agreement, the annual allowance for safety Boots and Gloves (to supplement the cost thereof), for Drivers, Logistics Attendants and Shipper/Receivers shall be ~~one hundred and five dollars (\$105.00)~~ **one hundred and fifteen dollars (\$115.00)**. This allowance shall be paid only to those employees who are on staff on October 1st, 1996 and thereafter on the pay issued on or immediately preceding April 1st of each year. Employees on probation at the date of issue will receive the allowance, prorated, retroactive to their date of employment after the completion of their probationary period.

Amend Article 30.01:

The following positions shall be added to Article 30.01 and their job descriptions appended to the Collective Agreement:

- Donor Care Associates
- Timekeeper/Schedulers
- Logistics Dispatcher
- Shipper/Receiver
- Logistics Trainers
- Licensed Mechanics
- Supply Technicians
- Medical Services Representative

Amend Article 31.01 a) to read as follows:

- 31.01 a) Effective date of ratification, a premium of ~~ninety cents (\$0.90)~~ **one dollar (\$1.00)** per hour will be paid to employees assigned as On-the-Job Trainers (excluding Preceptors). All outstanding grievances related to training premiums shall be withdrawn.

Delete Article 31.01 b, renumber subsequent:

31.01

- b) ~~Effective date of ratification, a Clinic Assistant who is assigned to work the "Prep" Table shall receive a premium of six dollars (\$6) for each shift so assigned. It is understood that employees who are assigned to relieve for rest periods or meal breaks, are not eligible to receive such premium. Notwithstanding the provisions of Article 31.03 below, this premium shall not apply to Driver II's.~~

Amend Article 35.01 to read:

- 35.01 This Agreement shall become effective on its date of signing and shall remain in full force and effect up to March 31, ~~2017~~ **2021** and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) calendar days and not less than thirty (30) calendar days before the date of its termination.

The undersigned hereby certify that the foregoing Agreement sets forth properly the terms and conditions agreed upon by the Toronto, Brampton, London, Hamilton and Ottawa Blood Services Centres and the Ontario Public Service Employees Union through the process of collective bargaining.

IN WITNESS WHEREOF the parties have executed this Agreement by affixing hereto the signatures of their proper officers in that behalf signed this _____ day of

SCHEDULE A

All rates and ranges for the wage schedules in Schedule A to reflect the following:

Drivers - \$1.00 per hour wage adjustment April 1, 2017

<i>April 1, 2017</i>	<i>0.75%</i>
<i>October 1, 2017</i>	<i>1.00%</i>
<i>April 1, 2018</i>	<i>0.75%</i>
<i>October 1, 2018</i>	<i>1.00%</i>
<i>April 1, 2019</i>	<i>0.75%</i>
<i>October 1, 2019</i>	<i>1.00%</i>
<i>April 1, 2020</i>	<i>0.75%</i>
<i>October 1, 2020</i>	<i>1.00%</i>

Letters of Understanding:

The parties agree to delete the following LOU's:

- Blood Mobile (pg.102)
- Performing of Venipuncture (pg. 100)
- Within 60 days of ratification letter... (pg. 103)
- MOU - ~~Whereas Article 12.04 contemplates the provision of a defined Full Time Equivalent (FTE) for regular part-time employees who, heretofore, have had no such provision, the Parties hereby agree to the following:.....~~
- Stand alone MoA dated July 24 2013 re: Driver prep table duties

Renew the following Letters Of Understanding as written:

- RE: REQUESTING DAYS OFF
- Re: Toronto Centre Scheduling
- Re: 1990 Note (grandfathering of qualifications)
- Re: Future Manufacturing and Production Sites
- Re: Full Time Positions
- Re: Leave provisions For Permanent Full-time Employees
- Re: Canadian Blood Services Universal Benefits Plan

NEW - Letter of Understanding

Re: Scheduling Discussions

The Employer and the Union acknowledge that there are various Scheduling concerns in each of the Regions. Therefore the parties agree to meet bi-annually to discuss Scheduling Concerns. The Employer agrees to consider all recommendations in good faith. Should mutually acceptable arrangements be identified, the Parties may enter into a written agreement for scheduling that may contain provisions that differ from the provisions of the Collective Agreement. The Union Scheduling Committee shall be comprised of the Provincial Labour Management Committee. Should a Local President not be able to attend they may send a designate of their choice. The Employer agrees that committee members shall suffer no loss of regular pay for time spent in Scheduling Committee meetings.

NEW - Letter of Understanding

Re: Provincial Labour Management Committee

The Employer agrees to meet bi-annually with the Union at the Provincial Labour Management Committee. The Union committee is comprised of the Local President from each Local. Should a Local President not be able to attend they may send a designate of their choice.

The purpose of the Provincial Labour Management Committee meeting will be to discuss Provincial issues and issues that have not been able to get resolved at the Local Labour Management Committee meetings and review current classifications that have had significant changes to their job descriptions and job functions.

The Employer agrees that Union Provincial Labour Management Committee and members shall suffer no loss of regular pay for time spent in Provincial Labour Management Meetings.

NEW - MEMORANDUM OF UNDERSTANDING

Re: Scheduling

Whereas Article 12.04 contemplates the provision of a defined Full Time Equivalent (FTE) for regular part-time employees, the Parties hereby agree to the following:

1. Within sixty (60) days of ratification the Employer shall canvass all current regular part time employees on staff as of date of ratification who hold an FTE of 0.3, 0.4 or 0.5 and the following options shall be provided:

i) The Employer shall canvass current employees on staff as of date of ratification who hold an FTE of 0.3 and 0.4 to determine how many are interested in being assigned to a higher FTE within the same classification and department/section separately at each Blood Centre, Region, or permanent clinic. The Employer shall also canvass current employees on staff as of date of ratification who hold an FTE of 0.5 or 0.4 to determine how many are interested in being assigned a lower FTE. The 0.3 and 0.4 FTE's who expressed interest in being assigned to a higher FTE shall be assigned a higher FTE by seniority if there are any 0.5 or 0.4 FTE's who have said they are willing to drop to a lower FTE. For greater clarity, any movement contemplated in this section is to be done within the same classification and department/section separately at each Blood Centre, Region, or permanent clinic.

ii) Regular part time employees on staff as of date of ratification who hold an FTE of 0.3, 0.4 and 0.5 shall make an election whether they are interested in working greater than their assigned FTE. A regular part-time employee shall be allowed to change their preference of whether or not they are interested in working extra hours one (1) time during the life of this Collective Agreement, in writing. Only those regular part time employees on staff as of date of ratification who have stated they are not interested in working extra hours will not be assigned extra shifts as outlined in Article 12.04 f). Should a regular part time member not submit their election of whether they want to work greater than their FTE, they will automatically be considered to be interested in working extra hours and will be assigned extra shifts as outlined in Article 12.04 f).

2. Following the implementation of this MOU, all regular part-time employees shall continue to be covered by all provisions of Article 12.04

3. This Memorandum of Understanding shall expire March 30, 2021.

NEW – Letter of Understanding

Re: Future Plasma Sites

The Employer recognizes the Union as the sole bargaining agent of all non-professional employees (support staff), as per Article 2.01, at any future Canadian Blood Services Plasma site working at or out of the Toronto, London, Brampton, Hamilton or Ottawa Blood Centres.

New – Letter of Agreement

The Parties agree that they shall meet to discuss the effect of *Bill 148* upon the interpretation and application of the Collective Agreement (expiry March 31, 2021) within sixty (60) days of ratification of such Agreement.

New – Letter of Agreement

The Parties agree to participate in joint labour relations training during the operating term of the Collective Agreement (expiry March 31, 2021) and may choose to contract with a third party for such training.

NEW – Letter of Agreement

Re: Post and Fill

As a result of concerns raised from the renegotiation of the Collective Agreement between the Parties (expiry March 31, 2017), the Parties hereby agree to the following:

When a regular full time bargaining unit position becomes vacant due to resignation or retirement, the Employer shall Post and Fill the regular full time position.

The Employer agrees that such positions shall be posted within thirty (30) days of the vacancy occurring.

Where such posting is filled by an existing regular part-time employee, the regular part time position shall be posted in accordance with the Article 16.

Although the new full time positions contemplated in this Letter can be impacted by a layoff, the Employer agrees that any such layoff shall not be exercised in a manner that is arbitrary, discriminatory, or in bad faith.

The parties commit to meeting at the Provincial Labour Management meeting to review current staffing in all Regions and discuss ways in which full time employment can be created.

This letter shall expire on March 30, 2021.

NEW – Letter of Agreement

Re: Creation of Full-Time Jobs

The Parties hereby agree to the following:

- 1) Within sixty (60) days of ratification of the Collective Agreement (expiry March 31, 2021), the Employer shall post five (5) full-time Donor Care Associate (DCA) jobs within the area covered by Local 5103.
- 2) If such full-time DCA jobs are filled with bargaining unit members, there shall be no obligation for the Employer to re-post the vacated jobs.
- 3) Article 12.01 a) iii) shall not apply to such full-time DCA jobs and the following shall apply:

It is understood that if a full-time employee is scheduled to work less than seventy-five (75) hours bi-weekly due to unavailability of work, she shall be paid her full bi-weekly salary to a maximum of sixty (60) hours as is appropriate to her averaging period.

- 4) Notwithstanding 3) above, all other full-time Collective Agreement provisions shall apply to such full-time DCA jobs.
- 5) Nothing in this Letter of Agreement shall be construed as an on-going obligation for the Employer to create and/or post and/or maintain full-time jobs in the bargaining unit. Notwithstanding the foregoing, the Parties agree to discuss in the Scheduling Committee ways that the foregoing approach to full-time jobs may apply elsewhere in the bargaining unit.

NEW – Letter of Agreement

Re: Joint Job Evaluation – Driver

As a result of concerns raised from the renegotiation of the Collective Agreement between the Parties (expiry March 31, 2017), the Parties hereby agree to the following:

- 1. Within thirty (30) days of ratification of the Collective Agreement (expiry March 31, 2021) a Joint Job Evaluation Committee (the “Committee”) shall be established consisting of no more than four (4) representatives for each Party, including three (3) Drivers, one (1) each from Brampton, London and Ottawa.**
- 2. Two (2) Drivers from each of Brampton, London and Ottawa, and two (2) Logistics Managers shall submit Job Information Questionnaires (“JIQ’s”) to the Committee. It is understood that Drivers and Logistics Managers submitting JIQ’s shall not be members of the committee.**
- 3. The Committee shall evaluate the Driver job using the Parties’ previously agreed-upon Gender Neutral Classification System.**
- 4. The Committee shall discuss and agree upon what effect, if any, the evaluation of the Driver job has upon the Driver rates of pay. If the Committee cannot so agree, determination of rates of pay for the Driver classification shall be referred to a Board of Arbitration (the “Board”).**
- 5. The Board shall consist of three (3) members to be appointed within thirty (30) days of failure to agree on Driver rates of pay and shall consist of one (1) member appointed by the Employer and one (1) member appointed by the Union who within seven (7) days of their appointment shall meet together for the purpose of selecting a third member who shall act as Chairman.**
- 6. The decision of the Board shall be final and binding on both Parties.**
- 7. The Parties shall each bear the expense of its own arbitrator, and shall bear equally the expense of the Chairman and all other expenses of the arbitration.**
- 8. Notwithstanding the foregoing, the Parties may agree to substitute a single mutually agreed upon arbitrator as opposed to a Board. The cost of a single arbitrator shall be borne equally by the Parties.**
- 9. It is understood that Driver rates of pay shall not be reduced as a result of this Letter of Agreement.**

Memorandum of Understanding

RE: DCA Rates of Pay

The parties agree that the DCA Rate of Pay is resolved. The following Two (2) Tier Rate of Pay Grid will be implemented:

DCA 2 Tier Rates of Pay

Tier 1 (upon hire)

Tier 2 (2nd phase of DCA Training)

Tier 1	Percent Incr.	Initial	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
01/04/2015	0.014	22.90	23.62	24.29	24.97	25.65	26.30	27.05
01/04/2016	0.014	23.22	23.95	24.63	25.32	26.01	26.66	27.43

Tier 2	Percent Incr.	Initial	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
01/04/2015	0.014	24.79	25.57	26.30	27.03	27.77	28.47	29.29
01/04/2016	0.014	25.13	25.93	26.66	27.41	28.16	28.87	29.70

Wage increases shall be applied as per the agreed upon wage increases outlined on the Memorandum of Settlement dated February 28, 2018.

