

COLLECTIVE AGREEMENT

Between



CANADIAN BLOOD SERVICES
Newfoundland and Labrador

And



NEWFOUNDLAND AND LABRADOR ASSOCIATION
OF PUBLIC AND PRIVATE EMPLOYEES

April 1, 2022 – March 31, 2026

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ARTICLE 1 - PREAMBLE

1.01 Purpose of Agreement

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions.

1.02 Future Legislation

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence, and either party, upon notice to the other, may reopen the pertinent parts of the Agreement so that the portions thus invalidated may be amended as required by law.

1.03 Conflict with Agreement

In the event that there is conflict between the contents of this Agreement and any regulation made by the Employer, the contents of this Agreement shall take precedence over the said regulation.

1.04 Plural or Masculine Terms May Apply

For the purposes of this Agreement, the Plural indicates the singular and vice-versa as the context may require.

1.05 Donor/Recipient Care

The parties to this Agreement share a desire to improve the quality of donor/recipient care throughout the province and to promote the well-being of employees to the end that the donors/recipients, of the province will be efficiently served and provided for.

1.06 Applicability of Agreement

Unless otherwise indicated, all provisions of this Collective Agreement shall apply the regular part-time, part-time and temporary employees on a pro-rata basis where applicable.

ARTICLE 2 - DEFINITIONS

2.01 For the purpose of this Agreement:

- a) "Bargaining unit" means the bargaining unit recognized in accordance with Article 3.
- b) "Day of rest" means a day on which the employee is not ordinarily required to perform the duties of their position other than:
 - i) a designated holiday;
 - ii) a calendar day on which the employee is on leave of absence.
- c) "Day" means a working day unless otherwise stipulated in this Agreement.
- d) "Employee or employees" where used, is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit.
- e) "Employer" means Canadian Blood Services Newfoundland and Labrador, St. John's, Newfoundland.
- f) "Grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.
- g) "Holiday" means the twenty-four (24) hour period commencing at 0000 hours of a calendar day designated as a holiday in this Agreement.
- h) "Layoff" means the temporary or permanent cessation of employment because of lack of work or because of the abolition of a post.
- i) "Leave of absence" means absence from duty with the permission of the Employer.
- j) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- k) "Overtime" means work performed by an employee in excess of the scheduled work week or seven and one half (7 1/2) hours per day subject to Article 11.01 and as authorized by the Employer.
- l)
 - i) "A regular part-time employee" means a person who is regularly scheduled to work an average of a minimum of twenty (20) hours per week during a four (4) week period but less than thirty-seven and one-half (37 1/2) hours per week with a minimum of three (3) hours in a scheduled work day.

- ii) A "part-time" employee means a person who is normally scheduled to work fewer than thirty-seven and one-half (37 1/2) hours per week, a minimum of three (3) hours in a scheduled work day.
 - iii) A regular part-time employee/part-time employee shall be considered a probationary employee for the first nine hundred and seventy-five (975) hours worked from the date of hire.
- m) "Full-time employee" means a person who has completed their probationary period of nine hundred and seventy-five (975) hours worked and is employed on a full time basis to hold office without reference to any specified date of termination of service.
- n) "Temporary employee"
 - i) "Temporary employee" means a person who is employed for not less than three (3) hours per day, for the purpose of performing certain specific work, for a specific period of time, and whose employment may be terminated at the end of such period or on the completion of such work, which shall not normally exceed twenty-four (24) consecutive months except in cases of mutual agreement between the Employer and the Union.
 - ii) Temporary employees who have completed a probationary period of (97 5 hours) shall retain their seniority (accumulated hours worked) upon termination of their temporary assignment. Furthermore, such employees shall be recalled, in accordance with their hours worked, to fill any subsequent temporary positions in their same classification that may become available. It is understood that temporary employees shall lose their seniority rights if they have not been reemployed over a period of twelve (12) months.
 - iii) Temporary employees subject to Article 2.01 n) i), in addition to receiving the appropriate salary rate of their classification prorated to the number of hours worked, shall be paid twelve **and thirty-eight hundredths** (12.38%) per cent of the regular salary earned (excluding overtime, premiums and penalties) in lieu of paid holidays and annual vacation.
- o) "Management" means the employee's immediate supervisor from the Canadian Blood Services Newfoundland and Labrador Centre, or the official authorized by them to act on the employee's behalf.
- p) "Reclassification" means any change in the current classification of an existing position.

- q) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer.
- r) "Year" means the first day of April in one (1) year to the thirty-first day of March in the next year.
- s) "Week" means the period from 0000 hours Monday to 2400 hours the following Sunday, inclusive.
- t) "Scheduled" means in writing and posted in accessible places to all employees.
- u) "Shift" means the normal consecutive hours an employee is required to work exclusive of a meal break.
- v) "Seniority" shall mean the length of continuous service in the bargaining unit.
- w) "Termination" means the permanent cessation of employment of an employee for whatever cause.

ARTICLE 3 -RECOGNITION

3.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for the following classifications:

Community Development Manager

Donor Services Representative

Field Service Representative II

Supply Technician

Program Clerk - General

Donor Care Associate

Volunteer Resources Coordinator

Driver

Laboratory Assistant

Coordinator/Trainer

Supply Technician/Driver

3.02 Work of the Bargaining Unit

The parties agree that Managers shall not do the work performed by employees within the bargaining unit except:

- i) in cases of emergency, or when qualified personnel are not available
- ii) when instructing employees
- iii) when performing developmental or experimental work
- iv) for the purpose of sharpening and retaining their skills in order to provide technical supervision to their staff.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 All functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 5 - EMPLOYEE RIGHTS

5.01

- a) Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to management.
- b) The Employer agrees there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, demotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of their memberships or activity in the Union.

ARTICLE 6 - UNION SECURITY

6.01 Union Members

All employees who are members of the Union at the time of signing of this Agreement shall remain members during the term of this Agreement.

6.02 Union Dues

All employees not members of the Union coming within the bargaining unit will, as a condition of employment, pay the monthly dues of the Union.

6.03 New Members

All employees hired after the signing of this Agreement shall become and remain members in good standing in the Union.

6.04 Interviewing of New Employees

An employee representative of the Union shall be given an opportunity to interview each new employee within regular working hours and within the Employer's premises without loss of pay for a maximum of thirty (30) minutes during the employee's

orientation, for the purpose of acquainting the latter with the benefits and responsibilities of Union membership. The time for such interview should be previously arranged and agreed to between the employee representative and the supervisor of the new employee.

6.05 No Other Agreement

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

ARTICLE 7 - CHECK-OFF

7.01 Check-off Payments

The Employer shall deduct from every employee coming within the bargaining unit the membership dues of the Union commencing on the employee's first regular biweekly pay.

7.02 Deductions

Deductions shall be forwarded to the Union not later than the 15th day of the month following the deductions made. (Example: Dues deducted in October shall be remitted not later than November 15th following). The Employer will forward to the Union with the first dues deductions cheque following the signing of the Agreement, a list which shows the employee's full name and employee number and/or payroll number. Each month thereafter a similar list showing additions and deletions will be forwarded with the dues deductions cheque.

7.03 T-4 Slips

The Employer agrees that when issuing T-4 slips, the amount of membership dues paid by an employee to the Union during the current year will be recorded on the employee's T-4 statement.

7.04 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

7.05 Union Responsibility

The Union shall inform the Employer in writing of the amount of dues to be deducted.

7.06 Claims

The Union shall save the Employer harmless from any claims and demands from employees covered by this Agreement as a result of dues having been collected under and by virtue of this article.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 Should a dispute arise between the Union and the Employer regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable or not, or an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle this dispute.
- 8.02 (a) The aggrieved employee shall, within ten (10) working days after becoming aware of the occurrence of an issue, alone or with the assistance of their Steward, discuss the issue with their immediate supervisor in an effort to resolve the problem. The immediate supervisor shall give the employee answer orally within three (3) working days.
- (b) An employee who is required to attend meetings at Step 1 and/or Step 2 of the Grievance Procedure shall be given time off with no loss of regular pay to attend such meeting (s) with a Shop Steward available at the Centre.
- Step 1: Failing satisfactory settlement of the issue by the above procedure, the employee may, within five (5) working days with the assistance of the Shop Steward, reduce the issue to a written grievance and submit it to their immediate supervisor.
- Step 2: Failing a satisfactory settlement of the grievance within five (5) working days after the grievance was submitted to the **immediate supervisor** under Step 1, the Shop Steward may, within five (5) working days, submit the grievance to **the individual or designated to whom the immediate supervisor reports** who shall meet with the employee and the Steward. The **individual or designate to whom the immediate supervisor reports** shall render a decision within fifteen (15) working days of the receipt of this grievance.
- Step 3: Failing satisfactory settlement at Step 2, the Union may, by giving notice in writing within thirty (30) working days of receipt of the **individual or designate to whom the immediate supervisor reports** decision, declare its intention to refer the grievance to Arbitration.
- 8.03 When the Union initiates a grievance involving a question of general application or interpretation, or when a dispute involving dismissal occurs, the grievance will commence at Step 2.
- 8.04 Replies in Writing
- Grievances and replies to grievances shall be in writing at all stages except in the initial oral discussion of the grievance with the Manager as provided in 8.02 above.
- 8.05 Employee Representation
- The employee may be represented by a Shop Steward or any full time representative of the Union at any level of the Grievance Procedure, including an investigation period.

8.06 Retroactive Settlements

The settlement of a grievance without reference to arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, unless the settlement states otherwise.

8.07 Facilities for Grievance Meetings

The Employer will supply the necessary facilities for the grievance meetings.

8.08 Time Limits

Notwithstanding any other provisions of this Article, time limits fixed by this Article may be varied by mutual agreement of the parties (in writing).

8.09 Union May File for Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of a group of employees concerning interpretation, application or alleged violation of the Collective Agreement, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

8.10 Employer May Initiate Grievances

Any difference arising between the Employer and the Union or any member of the bargaining unit concerning the application, interpretation or alleged violation of this Agreement, the Employer may, within ten (10) working days after becoming aware of the occurrence of the grievance, submit such grievance in writing to the Union who shall meet with the Employer and render its decision within fifteen (15) days of the receipt of the grievance. Failing satisfactory settlement, the Employer may, by giving notice in writing within thirty (30) working days of the receipt of the Union's decision, declare its intention to refer the grievance to arbitration.

ARTICLE 9- ARBITRATION

9.01 Composition of Board of Arbitration

When either party desires that a grievance shall be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within fourteen (14) calendar days thereafter, each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee. If either party refuses or neglects to appoint a member to the Board of Arbitration, the Minister of Environment and Labour of the Province of Newfoundland may be requested by the other party to appoint a member.

The two so named shall, within fourteen (14) calendar days, select a third person to act as Chairperson of the Board of Arbitration, but should they not do so within fourteen (14) calendar days, then either party may apply to the Minister of Environment and Labour to appoint a person to be Chairperson. No person who has any pecuniary interest in the matters referred to the Arbitration Board, or who is acting or who has within a period of six (6) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties, shall be appointed to or act as a member of an Arbitration Board.

9.02 Procedure of the Board of Arbitration

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The Board shall forthwith hear and determine the differences and allegations and render a decision within fourteen (14) calendar days from the time the Chairperson was appointed. The decision of the majority shall be the decision of the Board. The Board of Arbitration shall have authority to rule on only those matters referred to it in the dispute and shall have jurisdiction to settle all issues referred including the question of arbitrability, with power to modify disciplinary measures imposed by the Employer. The decisions of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Collective Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within three (3) days.

9.03 Expenses of the Board

Each party shall pay:

- a) the fees and expenses of the Arbitrator it appoints, or for whom the Arbitrator was appointed by the Minister of Environment and Labour;
- b) one-half of the fees and expenses of the Chairperson;
- c) one-half of the expenses of the Arbitration Board, for clerical assistance, supplies and rent of a place to meet.

9.04 Amending the Time Limits

The time limits set forth in this Article may be varied by mutual consent of the parties of this Agreement and such consent shall be in writing.

9.05 Witnesses

At any stage of the Grievance or Arbitration Procedures, parties may have the assistance of the aggrieved employee as a witness, and any other witnesses, and all reasonable arrangements may be made to permit the conferring parties or Arbitrator to have access to view any working conditions which may be relevant to the settlement of the grievance.

9.06 Notwithstanding anything contained in this Article 9, the parties to any such grievance may, by written agreement, substitute a named Arbitrator for the Board of Arbitration provided for herein (whether or not such Board has been constituted) and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration hereunder. Both parties will each shoulder one-half (1/2) of the fees and expenses of the single Arbitrator.

ARTICLE 10 - HOURS OF WORK

10.01 Work Week

A full-time employee shall normally work seven and one-half (7 1/2) hours per day and thirty-seven and one-half (37 1/2) hours per week, subject to Letter of Understanding Re: Hours of Work and Article 11.01.

10.02 Rest Periods

Employees shall be permitted two (2) fifteen (15) minute rest periods per shift of seven and one-half (7 1/2) hours.

Should the normal work day of seven and one-half (7 1/2) hours extend a further three (3) hours, then another paid rest period of fifteen (15) minutes will be provided.

Employees scheduled to work five (5) hours or fewer will receive one (1) fifteen (15) minute rest period.

10.03 No Split Shifts

There shall be no split shifts during the term of this Agreement.

10.04 Days Off

- (a) Employees shall be granted four (4) days off in a bi-weekly period - two (2) of which will be consecutive.
- (b) Employees shall not be required to work in excess of six (6) consecutive days without a day(s) off.

10.05 Meal Break

- (a) The hours of work shall exclude a meal period of a minimum of thirty (30) minutes and a maximum of sixty (60) minutes to be scheduled by the Employer during each work day in excess of six and one-half (6 1/2) hours.
- (b) Wherever possible, the meal period for the mobile Clinic Teams shall be given between the hours of 11:00 a.m. and 2:30 p.m. for lunch and between the hours of 4:00p.m. and 7:00p.m. for dinner.

10.06 Adverse Weather Conditions

The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Employer or the appropriate provincial or municipal authority:

- a) All employees are required to report for duty as scheduled where possible.
- b) When an employee, through no fault of their own, is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other

benefits, nor shall the employee be required to make up, in any way, for time lost due to not reporting for work.

- c) Notwithstanding 10.06 (a) above, the Employer reserves the right to close down or reduce staffing levels in any department(s) in which event employees so affected will not be required for duty and shall be paid in accordance with the terms of 10.06 (b) above.
- d) An employee who worked during the emergency will be paid at the rate of time and one-half (1 ½) for all hours worked.
- e) Employees on overnight mobile clinics shall be paid estimated clinic hours in the event of clinic closure due to adverse weather conditions or other conditions beyond the Employer's control.

10.07 Work schedules shall be posted four (4) weeks in advance (2 weeks confirmed and 2 weeks conditional), provided that in the event of an emergency, staff relief or where changes or cancellation of clinics occur, a change may be made. There shall be no other changes without the mutual consent of the employee(s) affected.

10.08 On mobile or Centre clinics, all travel time authorized by the Employer and standby time between clinics, excluding a meal period as scheduled by the Employer, shall be considered as time worked and the employee will be credited with paid time for all such hours.

10.09 For safe driving purposes, a Driver who drives continuously for either two (2) hours or one hundred and sixty (160) kilometers may at their discretion take a fifteen (15) minute break provided the employee has been unable to take their regular rest period.

10.10 Employees shall not be scheduled to travel on overnight mobile clinics more than three (3) weeks in succession. Any assignment on an out-of-town mobile clinic that requires a layover out-of-town of not more than one (1) night shall not be considered as "travel" within the meaning of the preceding sentence. The scheduling of the number of days spent in in-town and out-of-town clinics shall be done in an equitable and fair manner based on seniority as much as possible subject to Article 11.05, amongst all available full-time, regular part-time, part-time and temporary employees. Employees shall be permitted to mutually exchange their scheduled shifts, provided there is no additional cost to the Employer and subject to approval from the Employer.

10.11 Assignment of Shifts - Laboratory Assistants

Unless an employee is permanently assigned to a specified shift, assignment to shifts shall be distributed equally on rotation basis amongst Laboratory Assistants where qualifications permit. Volunteers may be accepted to work the changed schedule of hours of work, or exchanges in assignments may be allowed, provided that:

- a) Written notice from any volunteer, or a written agreement between employees to exchange assignments in the changed shift must be submitted to the Laboratory Manager or designate for the latter's approval at least two (2) working days in advance of the date of the work schedule change. Appropriate

request forms shall be developed by the Employer for use of employees volunteering or agreeing to exchange shifts.

Approval shall not be unreasonably withheld; if a request to volunteer or an exchange agreement is disapproved, it shall not be because an employee has consistently worked previous shifts for other employees. In any case, the reason for disapproval of any such request shall be furnished in writing to the requesting employees.

- b) Exchanges in shifts may be disapproved if the exchange requested would result in any increase in costs to the Employer.
- c) The parties agree that Laboratory Assistants shall be called in, at no added cost to the Employer, in order of seniority to replace in the same classification. Should either list become exhausted in the respective classification, then employees shall be called in order of seniority.
- d) Whenever a full time employee, in the tentative schedule, who is on extended leave (one full work week) has to be replaced, the Employer shall offer such preferred shift to the senior employee, subject to all employees remaining current, competent, and available in their positions.
- e) Laboratory Assistants assigned by the Employer to Lead Hand duties shall be paid a premium of one dollar (\$1.00) for each hour worked when so assigned.

- 10.12
- a) When due to the unexpected absence of another scheduled employee within any one scheduled work week, any regular part-time employee who has been scheduled fewer than an average of twenty (20) hours as per Article 2.01 I) i), will be given the first opportunity to work any extra available hours with a minimum guarantee of three (3) hours at the employee's basic rate of pay.
 - b) Beyond the twenty (20) hours referred to above, extra hours will be assigned on a seniority basis, subject to ensuring that other than full-time staff remain current, competent and available in their positions.

10.13 Whenever employees are required to travel outside of their regular scheduled work pattern, it will be offered on a seniority basis to all employees on a rotation basis.

10.14 There shall be a break of eight (8) hours between shifts.

10.15 Shift Premium

- a) This Clause does not apply to employees who are regularly scheduled to work up to 5 p.m. on a regular basis, or to Volunteer Resources Coordinators or **Community Development Managers**.

An hourly differential of seventy-two cents (\$0.72) per hour shall be paid for each hour the employee works between the hours of 1600 hours on one (1) day and 0800 hours the following day.

Effective October 1, 2015, the premium will increase to one dollar and fifteen cents (\$1.15) per hour, and effective January 1, 2016, the premium will increase to one dollar and seventy-three cents (\$1.73) per hour and effective April 1, 2016, the premium will increase to two dollars and thirty cents (\$2.30) per hour.

b) Saturday and Sunday Premium

Employees shall be paid a premium of two dollars and fifty-five cents (\$2.55) per hour for each hour worked between the hours of 0000 Saturday and 2400 hours Sunday.

- 10.16 Notwithstanding any other provision in this Collective Agreement or any other agreement between the Parties, the Employer shall have the right to schedule an employee who is required to work mobile clinics and Blood Transportation System (BTS) runs for up to twenty percent (20%) of overnight mobile clinics and up to twenty percent (20%) of BTS runs where the farthest destination is greater than one hundred and seventy (170) kilometers from 7 Wicklow Street, St. John's in a fiscal year.

ARTICLE 11-OVERTIME

- 11.01 a) Employees shall be paid the applicable rate for all hours worked in excess of a thirty-seven and one-half (37 1/2) hour week or seven and one-half hours (7 1/2) per day subject to b) and c) below.

b) For Mobile Clinics

i) All time worked in excess of nine (9) hours shall be considered overtime.

ii) The maximum length of a shift shall be ten (10) hours per day. Any work required by the employer past ten and one-half (10 1/2) hours shall be paid at the rate of two (2) times the employee's basic hourly rate.

- c) i) For Blood Centre based assignments, all time worked in excess of seven and one-half (7 1/2) hours per day by staff, shall be considered overtime.

ii) Employees scheduled to work at the Centre, but during their scheduled shift are required to work a Mobile Clinic, shall be paid at the applicable overtime rate after seven and one-half hours (7 1/2).

11.02 Hourly Rate

An employee's regular hourly rate shall be calculated by dividing their weekly salary as determined in Schedule "A" by thirty-seven and one half (37 1/2). Overtime rate shall be time and one-half (1 1/2) this rate.

11.03 Calculation of Overtime

All overtime shall be calculated to the nearest next highest fifteen (15) minute unit.

11.04 Overtime Subject to Approval

All overtime is subject to the approval of the Employer.

11.05 Sharing of Overtime

- a) Subject to (b) and (c) below, overtime shall be shared equally in all departments, except Clinic Services and Logistics Departments, among all employees who are qualified to do the work.
- b) Subject to all staff being oriented to various clinic assignments, Clinic Services and Logistics Department staff shall be offered overtime on a seniority basis.
- c) Laboratory employees not wishing to do overtime shall put forth their desire by March 31st of the preceding year. However, should the Employer exhaust the list of those willing to work overtime, all employees shall be required to work.

11.06 Time Off in Lieu of Overtime Pay

The Employer shall, upon the request of the employee, and subject to operational requirements, grant time off in lieu of compensation for any overtime worked, calculated at the appropriate overtime rate, to a maximum accumulation of seventy-five (75) hours. In any case, the employee's decision, to receive either cash payment or time off in lieu, must be so indicated, as required by the Employer, by the end of the shift in which the overtime is worked. Any such overtime worked, which would exceed the maximum seventy-five (75) hour accumulation of time off in lieu, will be automatically paid out at the employee's appropriate overtime rate. When time off in lieu is granted to the employee, the dates selected shall be mutually agreed upon between the employee and their immediate supervisor.

Notwithstanding the above, accumulated time off in lieu not taken or approved/assigned by November 30th of each year may be paid out at the employee's applicable rate.

- 11.07 When an employee is told during their regular shift that they are required to work unscheduled overtime immediately following that shift, the employee shall be provided with an eight dollar (\$8.00) meal allowance provided they work a minimum of three (3) continuous hours of overtime. This clause shall not apply in situations when overtime has been previously scheduled by the Employer.

11.08 Transportation Allowance

When an employee is told during their regular shift that they are required to work past 9:00 p.m. the employee shall be provided with transportation allowance to their place of residence if needed up to a maximum of **twenty-five** dollars (\$25.00).

ARTICLE 12 - STANDBY AND CALLBACK

12.01 Callback

An employee called back to work after leaving their place of work and who reports for work shall be paid a minimum of three (3) hours at the rate of time and one-half (1 1/2) of their basic hourly rate.

12.02 Emergency Callback

When recalled, an employee will complete the work for which they are recalled and shall be expected to attend to any other emergency which might arise but no attempt will be made to give the employee any additional work because of the payment of the minimum three (3) hours.

12.03 Standby

All standby time shall be authorized and scheduled by the Employer and no compensation shall be granted for the period of standby if an employee does not report for work when required.

12.04 Standby Pay

- (a) Employees on standby shall receive ten percent (10%) of their basic hourly rate of pay for each hour of standby duty.
- (b) An employee who is called back to work shall be paid transportation (mileage calculated at the prevailing corporate rate or the cost of a taxi fare) from the employee's residence to their place of work and return to a maximum of **twenty-five** dollars (\$25.00).

12.05 Standby Rotation

With the approval of the Employer, a minimum number of employees may be established (operational requirements permitting) to share any required standby assignment on a rotation basis.

12.06 Return to Work Following Callback

In cases where an employee is required to work on a callback after 0200 hours prior to a regular scheduled shift on the same day, the employee may be entitled to a rest period without loss of pay before the end of their regularly scheduled shift. If granted, the rest period shall be one half (1/2) of the actual time worked during the call back.

ARTICLE 13 -HOLIDAYS

13.01 Designated Holidays

The following is a list of paid holidays to be observed:

1. New Year's Day
2. **St. Patrick's Day**
3. Good Friday
4. **Easter Monday**
5. **St. George's Day**
6. Victoria Day
7. **June Day**
8. **Canada Day**
9. **Orangeman's Day**
10. Labour Day
11. **National Day for Truth and Reconciliation**
12. Thanksgiving Day
13. Remembrance Day (Armistice Day)
14. Christmas Day
15. Boxing Day
16. One-half (1/2) day Christmas Eve
17. One-half (1/2) day New Year's Eve
18. One additional holiday (Regatta Day) on a date mutually agreed by the parties.

A Regular part-time/part-time employee shall be given the benefit of the paid holidays provided under 13.01 and 13.02 provided that any such employee shall have worked their scheduled work-shifts immediately prior to and immediately following the designated holiday. Regular part-time/part-time employees shall be paid for that holiday proportionate to the number of hours that each of them are assigned to work on normal workdays, based upon their average daily paid hours during the four (4) week period immediately preceding the holiday.

13.02 New Holidays

Should any new holiday not routinely scheduled be specifically proclaimed by the Provincial and/or Federal authorities, it shall be granted to employees within the scope of this Agreement.

13.03 When a full-time employee works on a holiday as defined in 13.01 and 13.02, the employee shall be paid at the rate of time and one-half (1 1/2) for each hour worked. Further, the employee shall be given time off with pay at their straight time rate, or, at the employee's option they may choose to receive pay in lieu. If the employee chooses to take time off with pay, the Employer will take the employee's preference of such time off into consideration. If such time off cannot be scheduled by November 30th, the employee shall receive pay. In any event, payment and/or time off shall not exceed 2.5 days.

If a regular part-time/part-time or temporary employee has performed work on any of the designated holidays, they shall be paid at the rate of time and one-half (1 1/2) their basic hourly rate for each hour of work performed on that holiday.

13.04 Holiday Falling on a Day of Rest

When a holiday outlined in Clause 13.01 coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later date approved by the Supervisor. If such time off is not granted within thirty (30) days of the scheduled holiday, the employee shall receive pay at the applicable rate.

13.05 Any employee who is required to work and does perform work on a designated holiday without having received notification of such requirement on or prior to quitting time on their last working day immediately preceding the designated holiday, shall be deemed to be on callback status on the designated holiday that the employee worked. The terms of such callback shall be different from ordinary callback in that if the employee works less than four (4) hours on the designated holiday, the employee shall be paid four (4) hours at double (2) time rate. However, if the employee's work exceeds four (4) hours, the terms of ordinary callback shall apply; the employee shall receive compensation based at the rate of time and one-half (1 1/2) for all hours worked on the designated holiday and, in addition, the employee shall be given a substitute day off with pay at straight time rate. In either case, callback transportation shall be provided.

ARTICLE 14- TIME OFF FOR UNION MEMBERS

14.01 Leave of Absence for Union Business

Upon written request by the Union to the Human Resources Manager at least two (2) calendar weeks in advance, and with the approval in writing of the Human Resources Manager, leave with pay shall be granted to an employee covered by this Agreement to enable them:

- a) if the employee is a member of the Provincial Board of Directors of the Union, to attend meetings if required of the Provincial Union within the Province;
- b) if the employee is a member of the Provincial Executive of the Union, to attend meetings if required of the Union within the Province; and
- c) if the employee is a member of the Provincial Executive of the Union or a delegated representative, to attend meetings of the National Union with which the Union is affiliated; provided that:

- i) only two (2) employees may be allowed leave under this Clause 14.01 at any single time; and
 - ii) the aggregate in a calendar year of such leaves granted for all employees covered by this Agreement shall not exceed ten (10) working days.
- d) If the employee is an elected delegate to attend the Biennial Convention of the Newfoundland and Labrador Association of Public and Private Employees and /or the Component Convention of NAPE, leave with pay not exceeding three (3) days in any one (1) year for the above conventions.

14.02 Leave to Attend Seminars

Special leave with pay shall be awarded not to exceed a total of eight (8) days per year for the purpose of Shop Steward to attend educational seminars.

14.03 Leave for Negotiations

Employees who are members of the Union's Negotiating Committee shall suffer no loss of regular pay for attending actual negotiating sessions with the Employer on the understanding that the number of employees in attendance at negotiations shall not exceed four (4) (no more than one employee from a Department); provided that an employee shall be required to give prior notice to their manager of their absence from work and such notice shall be given in writing as far in advance as possible. Where release from duties cannot be accommodated, negotiations will continue as scheduled less one Union Bargaining Committee member as needs dictate.

ARTICLE 15 - BEREAVEMENT LEAVE/PAID JURY DUTY

15.01 Bereavement Leave

- a) Bereavement leave up to five (5) days in a seven (7) calendar day period with pay shall be granted in the event of the death of an employee's mother, father, child, brother, sister, spouse (common-law included), legal guardian, near relative living in the same household, grandparent, grandchild, father-in-law, mother-in-law, step-parents.
- b) Bereavement leave of one (1) day with pay shall be granted in the event of the death of an employee's son-in-law, daughter-in-law, aunt, uncle, nephew, niece, sister-in-law, brother-in-law **or grandparent-in-law** for the purpose of attending the funeral of any such relative.
- c) When circumstances warrant, the Employer may grant up to two (2) additional days, for travel to any employee.
- d) Subject to the exigencies of the service, an employee may be granted upon their request an extension of the bereavement leave for a period of up to two (2) weeks in case of the death of any member of the employee's immediate family, namely, the spouse, child, or parent. This extended leave of up to two (2) weeks can only be granted on a without pay basis. Such requests shall not be unreasonably denied.

- e) Regular part-time/part-time employees shall be allowed bereavement leave privileges in accordance with their posted scheduled hours of work.

Note: For the purpose of this Article, a "common-law spouse" relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person of the opposite or same sex, publicly represented that person to be their spouse and lives and intends to continue to live with that person as if that person were their spouse.

15.02 Paid Jury Duty

The Employer shall grant leave of absence, without loss of seniority or accumulative benefits, to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment the employee receives for jury or court witness service. The employee will present proof of service and the amount of pay received. An employee will suffer no loss of pay or accumulative benefits for the time spent as a court witness in any matter arising out of their employment.

15.03 Prior Notification

Prior notification as far in advance as possible shall be given by the employee to the Employer in case of all the above leaves.

ARTICLE 16 - ANNUAL LEAVE

16.01 Calculation of Length of Annual Leave

An employee shall receive an annual leave with pay in accordance with their years of employment as follows:

- a) less than one (1) year - one and **two-thirds (1 2/3)** working days for each complete month of service from April 1st of one year to March 31st of the following year. This provides for a maximum of **twenty (20)** working days;
- b) **one year or more but less than ten (10) years – one and two thirds (1 2/3) working days for each completed month of service from April 1st of one year to March 31st of the following year. This provides for a maximum of twenty (20) working days - four (4) weeks;**
- c) **more than ten (10) years but less than twenty-five (25) years of service – five (5) weeks;**
- d) **for more than twenty-five (25) years of service – six (6) weeks.**

- Note:
- i) For the purpose of calculating the inclusive dates of annual leave periods, one (1) week of annual leave. will be reported as five (5) working days.
 - ii) For the purpose of this Article, only where an employee who is paid full salary or wages in respect of at least fifty percent (50%) or more of the days in the first or last calendar month of service shall, in each case, be deemed to have had a month of service.

16.02 Annual Leave Year

The annual leave year will be from April 1st of one year to March 31st of the following year.

16.03 Selection of Annual Leave Dates

Employees shall have the option to select their vacation, up to three (3) weeks, in their order of seniority. Only one selection of three (3) weeks shall be selected by seniority until all employees on the vacation schedule have been offered the selected for their vacation.

Thereafter, employees shall have the option to select their vacation, up to two (2) weeks, in their order of seniority. Only one selection of two (2) weeks shall be selected by seniority until all employees on the vacation schedule have been offered the selected for their vacation.

Subsequently, all employees, who have chosen, or passed their preference, in the other offerings, shall select, in order of seniority, any remaining vacation entitlement.

16.04 Annual Leave Schedule

- a) Employees shall submit annual leave requests by March 31st and annual leave schedules shall be posted by April 30th of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Annual leave shall commence immediately following an employee's regularly scheduled days off. Requests received after March 31st shall be on a first come first served basis.
- b) Employees wishing to take annual leave during the months of April and May shall submit their requests by January 31st and annual leave schedules shall be confirmed and posted by March 1st and shall not be changed unless mutually agreed upon by the employee and the Employer. Annual leave shall commence immediately following an employee's regularly scheduled days off.

16.05 Deferral of Annual Leave

Provision to request approval to defer annual leave is made to meet the exigencies of the service only. The only exception to these regulations are as follows:

- a) Employees appointed subsequent to December 31st in any year- annual leave may not be granted during the probationary period. In such cases, it is permissible to request deferment of annual leave earned up to March 31st of the initial annual leave year of employment.
- b) Earned annual leave credits of up to three (3) weeks in duration may be carried over to a subsequent annual leave year, provided that an employee who wishes deferment of their annual leave credits shall request the Employers permission to do so, in writing, by January 31st of the current vacation year.

16.06 Substitution of Annual Leave Dates

- a) An employee who qualifies for sick leave under Article 18 while on annual leave, may change the status of their leave to sick leave effective the date of notification to the Employer. The employee shall submit, on their return to duty, a medical certificate from

the attending physician stating the total period during which the employee qualified for sick leave. The same number of approved annual leave days that have been converted to sick leave shall be restored to the employee's earned annual leave credits.

- b) In the case of an employee who is admitted to hospital while on annual leave, they may change the status of their annual leave to sick leave with effect from the date the employee was admitted to hospital, subject to Clause 16.06 (a) above.
- c) An employee who, while on annual leave, qualified for bereavement leave, shall be granted bereavement leave and be credited the appropriate number of days to annual leave, to be taken at a time to be mutually agreed.
- d) Employees who are prohibited from taking their scheduled annual leave because of W.H.S.C.C. benefits or extended sick leave, and where such leave cannot be rescheduled during the remainder of the annual leave year shall be allowed to carry forward any such additional days.

16.07 Recovery

- a) Upon termination, annual leave earned but not taken will be reimbursed at the employee's current rate of pay in the final pay cheque.
- b) Upon termination, annual leave taken but not earned will be recovered at the employee's current rate of pay from the final pay cheque.

16.08 Break In Service

When an employee has a break in service not caused by layoff, the employee's service for the purpose of accruing annual leave privileges shall be deemed to commence from the date of re-employment.

16.09 Compensation for Work Performed During Annual Leave

An employee will not be required to work their scheduled annual leave which has been approved except in case of an emergency. Should an employee be required to work during their scheduled annual leave or approved annual leave at the request of the Employer, the employee shall be paid at the rate of time and one half (1 1/2) of their normal hourly rate. This overtime payment will cease and the employee's normal rate will apply at the start of the employee's next regular working period. The interrupted annual leave period with pay will be rescheduled taking the employee's preference into consideration.

16.10 Periods of leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for annual leave purposes and the employee's period of service should be noted.

16.11 Regular part-time/part-time employees shall accumulate annual leave credits on a pro-rata basis to full-time employees. Employees shall observe the provision of Articles 16.01, 16.02, 16.03 and 16.04 to be eligible for annual leave.

ARTICLE 17- TERMINATION OF EMPLOYMENT

17.01 Notification of Termination

- a) Except in the case of dismissal for just cause, thirty (30) calendar days' notice in writing shall be given to full-time, regular part-time or part-time employees whose services are to be terminated. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- b) Except in the case of dismissal for just cause, fourteen (14) calendar days' notice in writing will be given to probationary employees whose services are to be terminated. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.

17.02 Period of Notice

Full-time employees shall give their Manager thirty (30) calendar days' written notice of resignation of employment; and probationary, regular part-time and parttime employees, fourteen (14) calendar days' written notice of such termination. The requirements of thirty (30) days' notice may be waived by the Employer and the lesser amount of fourteen (14) days substituted, if requested, by the employee and considered reasonable by the Employer without penalty being incurred.

17.03 Annual Leave Not Part of Notice

Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.

17.04 Changes in Period of Notices

The period of notice may be reduced or eliminated by mutual agreement.

ARTICLE 18- SICK LEAVE

18.01 Sick Leave Defined

Sick leave means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the W.H.S.C.C. Act.

18.02 Annual Paid Sick Leave

Effective March 23, 2006, employees on staff will retain their accumulated sick leave for their future use and commence to accrue sick leave in accordance with the provisions listed below.

An employee, excluding temporary employees, hired after March 23 2006 will be covered under the following Sick Leave Program:

a) Eligibility

All employees shall be entitled to sick leave benefits based on their regular hourly rate of pay due to illness or accident in accordance with the plan as set forth herein.

b) Sick Leave Accumulation

The amount of credit an employee has at a particular date is based on the employee's length of continuous service in completed years to date, less any benefits that the employee has received in the previous five (5) year period.

c) Sick Leave Accumulation Table

Based on continuous service, sick leave credits will accrue to each employee as listed below:

Length of Service	100% Salary	75% Salary	66-2/3% Salary
On the first calendar day after 3 months continuous service has been completed	5 days	5 days	65 days
1 year	10 days	20 days	45 days
2 years	15 days	35 days	25 days
3 years	20 days	50 days	5 days
4 years	25 days	65 days	
5 years	30 days	80 days	
6 years	35 days	95 days	
7 years	40 days	110 days	
8 years	45 days	125 days	
9 years	50 days	140 days	
10 years	55 days	155 days	
11 years	60 days	170 days	
12 years	65 days	185 days	
13 years	70 days	190 days	
14 years	75 days	185 days	
15 years	80 days	180 days	
16 years	85 days	175 days	
17 years	90 days	170 days	
18 years	95 days	165 days	
19 years	100 days	160 days	
20 years	105 days	155 days	
21 years	110 days	150 days	
22 years	115 days	145 days	
23 years	120 days	140 days	
24 years	125 days	135 days	
25 years	130 days	130 days	

d) Less than Seventy-five (75) Working Days

Where an employee, who through earlier use of sick leave, has less than seventy-five (75) days of credits available, additional sick leave will be made available if required due

to illness in order to bring the total period of sick leave to seventy-five (75) days of sick leave at 66-2/3% pay.

- e) When an employee returns to active employment (i.e. the employee assumes the full responsibilities of their regular position at their regular hours of work) following a period of sick leave, credit to a maximum of seventy-five (75) days at 66-2/3% pay will be reinstated after the following intervals:
 - i) one (1) month after return to full employment in the case of a new disability and,
 - ii) three (3) months after return to full employment in the case of a recurrence of the same disability.

18.03 Payment of Sick Leave

To qualify for payment of sick leave, an employee must:

- a) have an established credit for sick leave;
- b) ensure that the employee's illness is reported to the Employer at least one (1) hour prior to the start of each day's shift, if the length of sick leave required is not known to the employee.

18.04 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all scheduled time absent from work due to sickness.

18.05 Proof of Illness

- a) Sick leave with full pay in excess of six (6) days in the aggregate in any calendar year shall not be awarded to an employee unless they have submitted in respect thereof a doctor's note.
- b) Notwithstanding the above, sick leave with full pay in excess of three (3) consecutive days in any calendar year shall not be awarded to an employee unless they have submitted in respect thereof a doctor's note.
- c) In cases of suspected abuse, the Employer may request a doctor's note for any period of illness.
- d) The six (6) days in the aggregate referred to in (a) above shall not be affected by any other period of certified sick leave.
 - e.g. If an employee takes eight (8) consecutive days of sickness covered by a medical certificate, the employee shall retain the six (6) days in the aggregate which may be taken in three (3) consecutive days or less for which the employee, subject to Clause 18.05 (c), will not be required to produce a doctor's note.

18.06 Sick Leave During Leave of Absence and Layoff

When an employee is given paid annual leave, the employee shall receive sick leave credit for the period of such absence on their return to work. When an employee is laid off on account of lack of work, the employee shall not receive sick leave credits for the period of such absence but shall retain their accumulative credit, if any, existing at the time of such layoff.

18.07 Disability Retirement

If it appears, in the opinion of an attending physician(s), that it is unlikely that the employee will be able to return to duty after the expiration of their accumulated sick leave, the employee may be placed on the Long Term Disability Plan in accordance with the Plan eligibility requirements.

18.08 Sick Leave During Special Leave Without Pay

An employee on any special leave without pay in excess of twenty (20) days in total in the calendar year shall not accumulate sick leave during periods of special leave without pay.

18.09 Medical Appointments

An employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time, may be granted time off with pay to a maximum of twenty-two and one-half (22.5) hours per fiscal year.

ARTICLE 19 - PARENTING LEAVE

19.01 Pregnancy Leave

A pregnant employee who has been employed for a period of twenty (20) consecutive weeks immediately before the expected birth date is entitled to a leave of absence without pay of up to nineteen (19) weeks provided:

- a) they give at least two (2) weeks' notice of the date the leave is to begin;
- b) they provide a certificate from a legally qualified medical practitioner stating the estimated birth date;
- c) such leave does not begin earlier than seventeen (17) weeks before the expected birth date; and
- d) the total amount of pregnancy and parental leave available will be **up to seventy-eight (78) weeks.**

Notification of Pregnancy

- i) A Laboratory employee who is assigned work involving radiation hazard is required to notify the Employer immediately when they are aware of their pregnancy.
- ii) The Employer assumes no liability should the employee fail to notify the Employer of their pregnancy, in the event that an employee or their unborn child is injured through exposure to radiation.

Terms of Continued Work by Pregnant Employees

It is hereby understood and agreed that an employee assigned work involving radiation hazard who becomes pregnant shall immediately be relieved of such assignment and given other Laboratory employee duties.

Pregnancy/Birth Allowance

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that they have applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefits (S.E.B).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the employee is subject to a waiting period of one (1) week before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of their weekly rate of pay for each week of the one (1) week waiting period, less any other earnings received by the employee during the benefits period;
 - (ii) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and seventy-five per cent (75%) of their weekly rate of pay, less any other earnings received by the employee during the benefits period which may result in a decrease in the E.I. benefits to which the employee would have been eligible for if no other earnings had been received during the period.
- (c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the employee is entitled for their classification on the date immediately preceding the commencement of their pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty (20) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount they are required to remit to Human Resources Development Canada, where their annual income exceeds one and one-half (1 1/2) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) This provision will not apply to Temporary employees.

19.02 Parental Leave

An employee who has been employed for a period of twenty (20) consecutive weeks and who becomes the parent of a child is entitled to a leave of absence **up to sixty-one (61) weeks** provided:

- a) they give at least two (2) weeks' notice of the date the leave is to begin;
- b) parental leave shall begin no more than thirty-five (35) weeks after the day the child is born or comes into the care and custody of a parent for the first time.
- c) in the case of adoption, the maximum leave available shall be up to sixty-one (61) weeks.

Parental Leave Allowance

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that they have applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefits (S.E.B).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the employee is subject to a waiting period of one (1) week before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of their weekly rate of pay for each week of the one (1) week waiting period, less any other earnings received by the employee during the benefits period;
 - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and seventy-five per cent (75%) of their weekly rate of pay, less any other earnings received by the employee during the benefits period which may result in a decrease in the E.I. benefits to which the employee would have been eligible for if no other earnings had been received during the period.
- (c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the employee is entitled for their classification on the date immediately preceding the commencement of their pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty (20) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount they are required to remit to Human Resources Development Canada, where their annual income exceeds

one and one-half (1 1/2) times the maximum yearly insurable earnings under the Employment Insurance Act.

- (f) This provision will not apply to Temporary employees.

19.03 Rights and Obligations for Pregnancy/Parental Leave

- a) Returning employees must confirm their date of return with at least four (4) weeks' notice.
- b) A biological mother who qualifies for parental leave must take such leave directly following their pregnancy leave, unless the child has not yet come into the care and custody of the parent for the first time.
- c) Additional leave, beyond the **seventy-eight (78)** weeks available in Clause 19.01 may be requested and such request will not be unreasonably denied.

19.04 Position Protection

- a) The employee shall resume their former position and salary upon return from pregnancy/parental leave, with no loss of benefits accrued to their last day of active employment, subject to changes which would have taken place had the employee never taken leave.
- b) An employee who applies for a position while on pregnancy/parental leave shall be considered for the job. If the employee is successful, their trial period shall start upon their return to work from pregnancy/parental leave.
- c) Pregnancy/parental leave up to **seventy-eight (78)** weeks shall be counted as service for the purpose of step progression, severance pay, annual leave and seniority.

19.05 Insured Benefits During Pregnancy and/or Parental Leave

The Employer agrees to pay its normal share of benefit premiums for those employees who indicate, in writing, their desire to continue participation in the benefit plans.

19.06 General Provisions Covering Leave of Absence

- a) All applications for leave of absence shall be made in writing to the Employer reasonably well in advance of the starting date except in the case of bereavement leave or sick leave in order that staff substitutions may be arranged.
- b) In the case of leaves of absence of more than one month's duration, employees shall make prior arrangements for the payment of the full premium of all contributory benefit plans, such as Dental Plan, Extended Health Plan, Life Insurance. Coverage under the Long Term Disability Plan ends the date the leave begins.
- c) In the case of unpaid leaves of absence in excess of one (1) month, employees shall cease to accrue sick leave and earned annual leave.

- d) Employees shall not be entitled to statutory holidays with pay, which may fall during the period of leave of absence without pay.

19.07 Seniority During Pregnancy/Parental Leave

- a) Employees while on pregnancy/parental leave shall continue to accumulate seniority for the purposes of promotion, layoff and recall.
- b) Periods of pregnancy/parental leave in excess of twenty (20) working days in any calendar year shall not be reckoned for annual leave or sick leave purposes.

19.08 Paternity Leave

An employee, other than the birth mother will be allowed three (3) days leave with pay upon the birth or legal adoption of their child.

19.09 Family Leave

- (a) Subject to the following, an employee shall be awarded up to five (5) days paid family leave in any year.
 - (i) attend to the temporary care of a sick family member living in the same household, or the employee's mother, father or child, not necessarily living in the same household;
 - (ii) attend to the needs related to the birth of the employee's child;
 - (iii) accompany a dependent family member, living in the same household, on a dental or medical appointment;
 - (iv) attend a meeting with school authorities;
 - (v) attend to the needs relating to the adoption of a child; and
 - (vi) attend to the needs related to home or family emergencies.
- (b) In order to qualify for family leave, the employee shall:
 - (i) provide as much notice to the Employer as reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required;
 - (iii) where appropriate, have endeavoured to a reasonable extent to schedule such events during off duty hours; and
 - (iv) be subject to operational requirements of the Employer.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement or sick leave.
- (d)
 - (i) Regular part-time, part-time and temporary employees shall be granted family leave in accordance with their posted scheduled hours of work.

- (ii) Regular part-time, part-time and temporary employees shall accrue family leave on a pro-rated basis of hours worked excluding overtime. Accrued time off with pay shall be granted in accordance with posted scheduled hours of work.

19.10 Special Leave

Extended Unpaid Leave

Upon written request, a full time, regular part-time or part-time employee who has completed five (5) years of service (or equivalent to 9750 hours) shall be granted leave to a maximum of twelve (12) months without pay or seniority and without loss of accumulated seniority and benefits provided that such leave shall not cause an unreasonable interference with the Employer's operation. An employee shall be entitled up to a maximum of twelve (12) months unpaid leave for each five (5) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. Employees shall not be subject to any benefits of this Agreement during this period. The minimum amount of unpaid leave an employee may request under this Clause is sixteen (16) weeks.

19.11 Wedding Leave

Three (3) days leave with pay shall be granted to an employee in the work week immediately preceding or following the wedding day. The three (3) days leave with pay may be added to the employee's annual leave.

Regular part-time/part-time employees shall be allowed wedding leave privileges in accordance with their posted scheduled hours of work.

ARTICLE 20 - SPECIAL LEAVE

20.01 Leave with Pay for Training Purposes

The Employer shall continue with the present practice of assigning employees to attend training seminars at the Employer's expense with no loss of pay to such employee(s).

20.02 Leave for Laboratory Seminars

Subject to budgetary and staff limitations, the practice of assigning employees to attend recognized laboratory seminars at the Employer's time and expense shall continue during the lifetime of this Agreement.

ARTICLE 21 - PENSION PLAN, GROUP INSURANCE PLANS, DENTAL PLAN AND EXTENDED HEALTH PLAN

21.01 The Employer agrees to provide a Pension Plan and Insured Benefits (as noted below), during the life of this Agreement.

21.02 Dental Plan

- a) All full-time employees must join the Dental Plan on the first day of the month following three (3) months of continuous employment.

- b) Employees may opt out of this Dental Plan only if their spouse has equal or better coverage through their Employer.
- c) The Employer shall pay sixty-six and two thirds percent (66 2/3%) of the premium cost for each participating employee.

21.03 Extended Health Plan

- a) All full-time employees must join the Extended Health Plan on the first day of the month following three (3) months of continuous employment.
- b) Employees may opt out of this Extended Health Plan only if their spouse has equal or better coverage through their Employer.
- c) The Employer shall pay one hundred per cent (100%) of the premium cost for each participating employee.

21.04 a) Details of the Dental Plan and the Extended Health Plan are as outlined in the Staff Benefits Handbook as distributed by the Employer from time to time.

- b) Provided that the benefits of either the Dental Plan or the Extended Health Plan are not reduced, the Employer may at any time substitute another carrier or other carriers to underwrite such Plans.

21.05 a) The first of the month following three (3) months of continuous employment, regular part-time employees working an average of 20 hours per week shall be required to participate in the Benefits Program provided for in paragraphs 21.02, 21.03, and 21.04 of this Collective Agreement subject to the regulations and requirements therein contained.

- b) Part-time employees who have worked an average of twenty (20) hours a week in the twelve (12) month period, April 1 to March 31, shall be required to join the Benefits Program described above. Continuing enrollment on a year to year basis will be dependent upon the employee continuing to work an average of twenty (20) hours per week in each subsequent twelve (12) month period, i.e. April 1 to March 31.
- c) Part-time employees on staff as at December 17, 2001 who did not meet the criteria outlined in 21.05 b) shall receive eight per cent (8%) of the regular salary earned (excluding overtime, premiums and penalties) in lieu of Benefits. In the event these part-time employees become eligible for Benefits, the eight per cent (8%) will cease to apply.

21.06 Pension Plan

Employees who become eligible for pension plan participation and who elect or are required to participate in a pension plan, may participate in either the Canadian Blood Services Defined Benefit Pension Plan or the Canadian Blood Services Defined Contribution Plan, in accordance with the provisions of the plan selected by the employee.

Effective February 24, 2025, Canadian Blood Services employees represented by NAPE, who become eligible for pension plan participation and who are required or elect to participate in a

pension plan, may participate in the Canadian Blood Services Defined Benefit Pension Plan, in accordance with the provisions of the plan.

All current Canadian Blood Services employees represented by NAPE currently participating in the Defined Contribution Pension Plan will be enrolled in the Defined Benefit Pension Plan, in accordance with the provisions of the plan, by February 24, 2025.

21.07 Other Insured Benefits

CBS shall sponsor Life Insurance, Accidental Death and Dismemberment and Long Term Disability plans with insurance carriers selected by CBS. Employee participation shall be subject to the rules and regulations of the plans.

ARTICLE 22 - SENIORITY / JOB POSTINGS

- 22.01 (a) Seniority is defined as the length of service, based on the seniority list as at December 31, 2000. Seniority for employees hired after this date will be the most recent date on which the employee commenced work in the bargaining unit.
- Temporary employees who have obtained permanent employment shall be placed on a trial period in accordance with Article 22.08.
- (b) Seniority as noted in a) above will only apply for the purpose of Articles 11.05, 12.05, 16.03, 22 and 23.
- (c) If the situation should develop whereby two (2) or more employees have the same seniority date, the seniority shall be broken by random draw - i.e. drawing names from a hat. A Union representative, together with the individuals, or designates, whose names are in the hat are entitled to be present with Management when the draw takes place.
- (d) Seniority as it applies to selection of annual leave, scheduling and distribution of overtime, and standby and callback shall only be applied on a departmental basis.
- 22.02 During the month of January in each calendar year, the Employer shall submit to the Union a list showing each employee's name and the date of last entry into the bargaining unit by department.
- 22.03 A newly hired employee shall be on probation in accordance with Article 2 provided however, that any absence from work shall extend the probation period by the length of the absence. During this period, the employee shall enjoy all rights and privileges prescribed in this Agreement, except that the employee shall not have access to the grievance or arbitration provisions of this Agreement in the event the employee is suspended or discharged for unsuitability or incompetence. If an employee is retained after the aforementioned period, the employee's seniority shall date back to the starting date of their current employment.

If the probationary period is further extended, the Employer shall notify the employee in writing of the reasons for the extension of the probationary period and a copy of the same shall be sent to the Union.

22.04 An employee shall lose their seniority and their name shall be removed from the records if the employee:

- a) is discharged and is not re-instated;
- b) resigns or retires;
- c) is absent for four (4) working days or more, unless the employee provides the Employer with evidence of unavoidable reasons for not reporting for work;
- d) fails to report for work after a layoff within five (5) working days of recall, notice of which had been mailed to the last address which the employee had notified the Centre;
- e) is laid off for a period of twenty-four (24) months. An employee absent due to proven illness or injury shall continue to accumulate seniority only for the first twenty-four (24) months of such absence.
- f) is discharged and is not re-instated;
- g) resigns or retires;
- h) is absent for four (4) working days or more, unless the employee provides the Employer with evidence of unavoidable reasons for not reporting for work;
- i) fails to report for work after a layoff within five (5) working days of recall, notice of which had been mailed to the last address which the employee had notified the Centre;
- j) is laid off for a period of twenty-four (24) months. An employee absent due to proven illness or injury shall continue to accumulate seniority only for the first twenty-four (24) months of such absence.

22.05 Job Postings

- (a) When a vacancy or a new position is to be filled inside the bargaining unit, the Employer shall post notice of the position in accessible places in the Centre for a period of not less than seven (7) calendar days. Copies of all such postings shall be supplied concurrently to the Local President of the Union.
- (b) The Employer shall submit to the Union on January 1st of each year, a listing of positions and classifications currently in each Department. This listing shall identify the employees' names.
- (c) Subject to the approval of the Employer, a regular full-time employee who wishes to change their status from regular full-time status to regular part-time status, shall maintain their position on the seniority list but shall forfeit their right to full-time hours.
- (d) Upon written request to the Employer, an employee, on approved maternity, adoption parental leave, will have forwarded to them copies of job postings during their absence.

22.06 Recognition

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

22.07 Method of Making Appointments

When a vacancy occurs in an established position within the bargaining unit, employees who apply for the position on promotion or transfer shall be given preference on a seniority basis within department for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

Where there are no qualified full-time, regular part-time or part-time employees who have applied for a position as per the above, then the Employer shall consider temporary employees on the basis of skill, ability, experience and qualification. If these qualities are relatively equal, then seniority shall be the deciding factor, provided such senior employee is qualified for the position.

22.08 Trial Period

The successful applicant shall be placed on trial for a period of six (6) calendar months, (975 hours for other than full-time positions). Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the trial period of six (6) calendar months. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

22.09 Disabled Employees' Preferences

An employee who has been incapacitated at their work by injury or compensable occupational disablement, and is unable to perform their regular duties will be employed in other work which the employee can do providing a suitable position is available and the applicable rate for the new position will apply. Such employee shall not displace an employee with more seniority.

22.10 Filling of Positions

No position will be filled by retaining summer relief, temporary employees, part-time or regular part-time employees to fill the position without having the position posted.

22.11 a) Service for the purpose of all benefits shall be carried from department to department.

b) For the purpose of this Agreement, the departments are:

1) Clinic Services

2) Logistics

3) Production

4) Donor Relations

5) Resource Management - Supply Chain

6) Equipment Services – Supply Chain

ARTICLE 23 - LAYOFFS AND RECALLS

23.01 Layoff and Recall Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

23.02 No New Employees

Subject to Clause 22.04, no new employees shall be hired until those laid off have been given an opportunity of recall provided that those recalled have sufficient qualifications to perform the work required.

23.03 Notice of Layoff

The Employer shall notify employees who are to be laid off thirty (30) calendar days before the layoff is to be effective. If the employee laid off has not had the opportunity to work thirty (30) calendar days after notice of lay off, the employee shall be paid in lieu of work for that part of thirty (30) calendar days during which work was not made available.

23.04 Recall in the Same Classification

- a) When an employee is recalled to work in the same classification, the employee will receive not less than that received prior to lay off, plus any salary adjustments to that classifications made during lay off except where the layoff exceeds two (2) years.
- b) An employee recalled for temporary work at a time when they are temporarily employed elsewhere shall not lose the remainder of their recall rights for refusal to accept such recall.

23.05 Bumping Clause

Both parties recognize that job security should increase in proportion to length of service. Therefore in the event of layoff, employees shall be laid off in reverse order of their seniority by classification and department.

Employees who are laid off by classification and department shall have the right to bump the least senior employee in an equal or lower paying classification provided they are qualified to do the work required.

ARTICLE 24- TEMPORARY ASSIGNMENTS AND PROMOTION

24.01 Temporary Assignment to Higher Classification and Promotion within the Bargaining Unit

- a) Subject to Clause 24.02, where an employee is promoted to a position which is classified as being higher than the employee's own classification, the employee shall be paid that rate of pay of the new position which is next higher than their current rate of pay. "Current rate of pay" is defined as present rate and the next normal increment combined.
- b)
 - i) Subject to Clause 24.02, where an employee is temporarily required to perform in a position which is classified as being higher than the employee's own classification, the employee shall be paid the rate of pay of the new position which is next higher than their current rate of pay. "Current rate of pay" is defined as present rate and the next normal increment combined. In any event, the increase shall not be less than six percent (6%). However, the Employer must fill the position for at least one (1) full working day. In no case shall the employee be paid an amount greater than the maximum for that higher classification to which the employee is assigned.
 - ii) Subject to Clause 24.02, when an employee is temporarily assigned, in writing, to some of the duties of a management position, the employee shall be paid a premium of eight percent (8%) over and above their normal hourly rate of pay.

24.02 Return to Former Position

When the employee is returned to their former position from a promotion on temporary assignment, the employee will be returned (subject to any changes which would have taken place had the employee not been temporarily assigned), to their former salary with any adjustments made for salary increase in the interim.

24.03 Whenever a full-time employee has to be replaced because of sickness, WHSCC, annual leave or pregnancy/parental leave, the Employer will move the most senior part-time employee in that classification into the full-time position until the full-time employee is available to return to work.

ARTICLE 25 - TRAVEL ALLOWANCE

25.01 Effective on the date of signing of this Agreement, employees shall be provided, while traveling on business for the Employer outside the city/town limits of Canadian Blood Services St. John's and satellite sites, with a meal allowance at the following rates:

Breakfast	\$9.60
Lunch	\$16.80
Dinner	\$26.04

NOTE: The above rates are inclusive of taxes and gratuities.

Allowance for supper on overnight, out-of-town clinics on the date of return of the clinic team to the Centre will be given only when such clinic team returns to the Centre after 5:30p.m.

Allowance for lunch will be paid to employees who are required to work at the Centre following their return from an overnight, out of town mobile clinic.

When departing on a mobile before 11:00 a.m. or 4:00p.m., and where a meal period has been scheduled, employees will be provided with the lunch or supper allowance, as appropriate.

Note: If, at any time during the life of this Agreement, the Newfoundland Association of Public and Private Employees (Hospital Support Staff) and the Treasury Board negotiate a revised meal allowance, as outlined above, the Employer agrees to revise the aforementioned meal allowance correspondingly upon notification by the Union.

All employees shall be allowed to claim \$5.00 per day for incidental expenses while traveling on overnight mobiles. This shall be in addition to the rates permitted for meals.

25.02 Mileage Allowance

Employees who are authorized to use their own cars while traveling on business for the Employer shall be reimbursed at the prevailing corporate rate.

25.03 The Employer will provide transportation for each employee to each clinic and back to the Centre at the conclusion of each clinic. Transportation will also be provided to employees to and from overnight accommodations on out-of- town clinics.

25.04 a) When an employee returns to the Centre from an overnight out-of-town clinic after 1600 hours, during the period from October 1 to March 31, inclusive, or after 1800 hours during the period from April 1 to September 30, inclusive, the employee shall be provided, if needed, with transportation to their place of residence up to a maximum of twenty- five dollars (\$25.00).

b) When an employee is scheduled to a Centre or to a non-overnight mobile clinic and such assignment terminates after 2030 hours or later, the employee shall be provided, if needed, with transportation to their place of residence up to a maximum of twenty-five dollars (\$25.00).

25.05 Employees who are out of town overnight on Employer's business shall be allowed to make a phone call at the Employer's expense five minutes per person per day.

25.06 Drivers on Overnight Mobiles

a) During an overnight mobile, should a driver be required to attend a truck alarm after having arrived at the hotel for the evening, s/he shall be paid for such attendance at straight time for a maximum of thirty (30) minutes per incident. Should the incidents total over one hour's attendance before the start of the shift the next day, then such time will be compensated at 2 X's for all work in excess of one (1) hour.

b) Should a repack be required after having reacted to a truck alarm as per above, then such work shall be considered a call back as per Article 12.

ARTICLE 26 - LODGING

- 26.01 Employees required by the Employer to be away from their homes overnight shall be lodged **to a maximum of one (1) person per room, at a location determined by the Employer and subject to availability.**
- 26.02 The Employer shall ensure its utmost to provide proper accommodations to employees for the purpose of changing uniforms and to take their breaks while on intown or out-of-town mobile clinics.

ARTICLE 27 – UNIFORMS / PROTECTIVE CLOTHING

- 27.01 Employees who are required to wear a uniform shall be paid an annual allowance if such uniform is not supplied by the Employer.
- 27.02 Each employee shall keep their own uniform clean and tidy in a manner satisfactory to the Employer provided that the Employer shall pay for the initial cost of alterations to uniform items issued. In the case of Drivers, any such uniform items which require dry-cleaning shall be the responsibility of the Employer.
- 27.03 Protective Clothing
- a) The Employer shall provide lab coats and other protective apparel (rubber boots, gloves, apron and protective glasses) to employees when performing authorized laboratory duties.
 - b) Drivers shall be provided with uniforms as per Canadian Blood Services policy.
- 27.04 Damaged Clothing
- The Employer will reimburse employees for damages incurred to personal clothing when it is agreed by the Employer that damages occurred when carrying out authorized duties while properly wearing protective apparel outlined in Clause 27.03 above. In order to establish satisfactory proof of damage such incidents must be immediately reported to the Manager.
- 27.05 The Employer will provide for the Lab Assistant, DCA and Driver positions, two uniforms per year.
- 27.06 Effective January 1, 2002, and in view of the requirement for personal protective equipment, employees shall receive an annual reimbursement for boots and gloves, upon presentation of an appropriate receipt, to a maximum of one hundred dollars (\$100.00).
- a) Probationary employees shall receive this reimbursement, upon successful completion of their probationary period, pro-rated to the end of December in the year in which they are hired.
 - b) Following the initial payment in a) above regular part-time and part-time employees shall receive the reimbursement based on their hours of work pro-rated to full-time employees, i.e. 1950 hours.

- c) Notwithstanding the above, reimbursement for Drivers will continue as per the Centre practice i.e. on the employee's annual reimbursement date to a maximum of one hundred and ninety dollars (\$190.00).

ARTICLE 28- LABOUR - MANAGEMENT COMMITTEE

28.01 Establishment of Committee

There shall be a joint Labour-Management Committee of not more than six (6) persons, composed of an equal number of representatives of the Employer and representatives of the Union. The purpose of this Committee is to meet and confer on matters of mutual interest which are not properly the subject matter of a grievance or negotiations.

28.02 Representatives of Union

The Union's representatives shall be selected by the members of the bargaining unit of the Union. The Employer shall be duly notified in writing as to their names.

28.03 Meetings of Committee

The Committee shall meet if and when the need arises but in any event, every two (2) months. Representatives of the Union on the above-mentioned Committee shall not suffer a loss of pay as a result of attending meetings of the Committee during working hours. Meetings shall be scheduled at a mutually agreeable time and place. Meetings may be cancelled or rescheduled by mutual consent.

28.04 Chairperson of the Committee

The meetings of the Committee shall be chaired by the Employer's representative and the Vice Chairperson will be elected by the Union. Requests for additional meetings may be made by either party by giving ten (10) working days' notice with the agenda items submitted with the notice.

ARTICLE 29 - PERSONNEL FILE

29.01 Disciplinary Documents

A copy of any document placed in an employee's personnel file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee who will acknowledge the document by signing the file copy.

29.02 Removal of Disciplinary Documents

Any such document shall be disregarded and subsequently removed from the personnel file of the employee and destroyed after the expiration of twelve (12) months of active employment provided there has not been a reoccurrence or similar incident during that period. Absences in excess of thirty (30) consecutive calendar days shall extend the twelve (12) month period indicated above by the length of the absence.

29.03 Request to Examine Personnel File

An employee may request at any reasonable time to view their own personnel file with a representative of the Union if the employee so desires. The request shall be made to the Human Resources Manager and the file shall be examined in the presence of the Human Resources Manager or their duly authorized representative.

29.04 Personnel File

There shall be one (1) recognized personnel file located in the Centre Human Resources Office under the control of the Centre Human Resources Representative or designate.

29.05 Employee Performance Review and Employee Files

When a formal assessment on an employee's performance is made by their Supervisor, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. The signature of the employee concerned on the completed assessment form will indicate that its contents have been read but not necessarily their concurrence. Upon written request, the employee shall be furnished with a copy of the completed assessment form. The Employee retains the right to grieve this assessment.

ARTICLE 30 - DISCIPLINE

30.01 Warnings

Whenever the Employer deems it necessary to discipline an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) days thereafter give written particulars of such disciplinary notice to the employee involved.

30.02 Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning their work within ten (10) working days from the time after having become aware of the cause of the dissatisfaction. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's record for use against them at any time. The timeline referenced above is subject to extension upon mutual agreement of the Parties. Such request for an extension shall not be unreasonably denied.

30.03 Investigation Period

If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction but feels the employee should be removed from their place of employment, it shall be with pay.

30.04 Notification of Suspension or Dismissal

Within three (3) days of any oral notification, an employee who is suspended or dismissed shall be provided with written notification which shall state the reasons for suspension or dismissal.

30.05 Dismissals, Etc., Subject to Grievance

All dismissals, suspensions and other disciplinary action shall, if the employee so desires, be subject to formal Grievance Procedure as outlined in Article 8.

ARTICLE 31 - ACCESS

31.01 Access to Premises

The Employer agrees, upon prior permission being obtained from the Human Resources Manager, that access to its premises during regular working hours may be allowed to persons permanently employed by the Union for the purpose of interviewing a Union member, provided such interview shall not interfere with the operation(s) of the department(s) concerned.

31.02 Permission to Hold Meetings

Permission to hold meetings on the premises of the Employer during regular working hours and in the employees' own time shall, in each case, be obtained from the Human Resources Manager, provided such meetings shall not interfere with the operation(s) of the department(s) concerned.

ARTICLE 32- STRIKES AND LOCKOUTS

32.01 Strikes and Lockouts

The Union agrees that during the term of this Agreement there shall be no strikes, and the Employer agrees there shall be no lockouts during the term of this Agreement.

ARTICLE 33 - GENERAL

33.01 Bulletin Boards

Adequate space on bulletin boards shall be provided by the Employer at convenient locations. The content of notices or other material posted on bulletin boards shall require the prior approval of the Employer. Such approval shall not be unreasonably withheld.

33.02 Should a part-time employee believe that there is more properly classified as a regular part-time employee, their status will be reviewed by the Human Resources Manager and if the employee is still not satisfied, it will be arbitrated.

33.03 Employees assigned to conduct training on SOP's and COP's, or other related programs, specifically for the purpose of certification, new hires, re-certification, retraining, program presentation or annual review, shall receive a premium of one dollar (\$1.00) per hour for each hour or part thereof spent training.

ARTICLE 34 - AMENDMENT BY MUTUAL CONSENT

34.01 It is agreed by the parties to this Agreement that any provision in this Agreement other than the Duration of Agreement may be amended or altered by mutual consent of the Employer and the Union.

ARTICLE 35 - WORKPLACE HEALTH, SAFETY AND COMPENSATION

35.01 Reporting of All Accidents

An employee who is unable to perform their duties because of a personal injury received in the performance of their duties shall report the matter to their Manager or designate as soon as possible.

35.02 Workplace Health, Safety and Compensation Commission Pay

For the life of this Agreement, an employee prevented from performing their regular work due to an occupational accident shall receive pay in an amount equal to that paid to the employee by the Workplace Health, Safety and Compensation Commission, provided the employee assigns to the Employer their WHSCC benefit cheque(s). All normal insured benefits and/or pension deductions will continue subject to the regulations of the plans.

35.03 Injury on Duty

An employee who is injured during working hours and is required by the Employer to leave for treatment or sent home for such injury, shall receive payment for the remainder of the shift or work day at their regular rate of pay without deduction from sick leave.

35.04 Pay Pending Settlement

Pending settlement of the insurable claim, the employee shall continue to receive pay as per 35.02 above. Should the claim be rejected, the Employer will convert all hours paid in this manner to sick leave, at the employee's appropriate entitlement level and subject to its availability. Any amount that remains outstanding shall be recovered from the employee within a reasonable period of time, as mutually agreed between the Employer and the employee.

35.05 Employee to Return to Former Position

The employee shall return to their former position when returning to work if fit to do so subject to changes which would have taken place had the employee not taken leave.

35.06 While in receipt of Workplace Health, Safety and Compensation pay, employees will not accumulate paid annual leave or paid sick leave. However, the anniversary date for the calculation of seniority, future annual leave entitlement, and salary increments will not be adjusted by the length of the leave. An employee who is on WHSCC benefits will not be eligible for paid holidays.

35.07 The Employer reserves the right to discontinue the practice of retaining employees on payroll. If the Employer chooses to do so, at least thirty (30) days' notice will be provided to the Union.

ARTICLE 36- TECHNOLOGICAL CHANGE

36.01 Advance Notice

Before the introduction of any technological change or new method of operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of the intended change.

36.02 Consultation

Any such change shall be made only after the Union and the Employer have discussed the matter. The discussion shall take place within twenty-one (21) days of the Employer's notification to the Union.

36.03 Attrition Arrangements

No employee will be laid off because of technological change or new method of operation unless such employee refuses, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required by the technological change or new method of operation.

36.04 Income Protection

An employee who is displaced from their job by virtue of technological change or new method of operation will suffer no reduction in normal earnings, unless such employee has refused, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required to prevent displacement.

36.05 Transfer Arrangements

An employee who is displaced from their job by virtue of technological change or new method of operation will be given the opportunity to fill other vacancies within the bargaining unit according to seniority, ability and qualifications.

36.06 Training Benefits

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Employer, be given a reasonable period of time, in the opinion of the Employer, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee.

36.07 No New Employees

No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation until the employee(s) already working, and affected by the change, have been notified and allowed a training period to acquire the necessary knowledge or skills for the trainee(s) to retain their employment, as provided for in Clause 36.06.

ARTICLE 37 - UNION OFFICERS

37.01 Shop Stewards

The Employer acknowledges the right of the Union to appoint or elect a Shop Steward and the Union shall inform the Employer, in writing, of the name of such Shop Steward as soon as possible after their appointment or election.

37.02 Permission to Handle Grievances

It is agreed that the Shop Steward will not absent themselves from their place of work for the purpose of handling grievances without first obtaining permission from the Manager and permission will not be unreasonably withheld.

37.03 No Discrimination

It is agreed that no discrimination will be practiced as a result of an employee being a member of the Union or by accepting positions on behalf of the Union.

ARTICLE 38- SAFETY AND HEALTH

- 38.01 a) The Employer agrees to make reasonable provisions for the safety and health of the employees. Unsafe practices and devices will be reported to the Employer who will take all reasonable steps to eliminate hazards.
- b) There shall be a joint Occupational Health and Safety Committee (OHSC) in the workplace which shall provide the opportunity for representation from the bargaining unit. The parties may appoint alternatives to their members and the alternate may act as representative in the absence or unavailability of the regular member.
- i) The OHSC shall meet at least one (1) time per month, at a mutually agreeable time, to deal with health and safety responsibilities. The OHSC may meet more often at the request of either party. By mutual agreement, any OHSC meeting may be cancelled, postponed or adjourned. Minutes shall be kept of all OHSC meetings and distributed to OHSC members.
- ii) The duties of the OHSC include those matters mandated by the Occupational Health and Safety Act and Regulations.
- iii) Correspondence, information and notices concerning the OHSC and health and safety generally shall be addressed to the Chairpersons of the OHSC.
- 38.02 Working conditions not considered satisfactory from the point of view of safety, health or welfare shall be the subject of discussion between the Shop Steward and the Human Resources Manager. The Human Resources Manager will take reasonable measures to eliminate hazards to ensure reasonably safe and healthy working conditions.

ARTICLE 39 - LIABILITY PROTECTION

- 39.01 Employees covered by this Agreement shall be covered by the Employer General Liability Insurance in the performance of their assigned duties.

ARTICLE 40- DURATION OF AGREEMENT

40.01 Duration

This Agreement shall be binding and shall remain in effect from April 1, 2022 to March 31, 2026 and shall continue in force from year to year thereafter unless either party gives notice in writing

to the other party within ninety (90) calendar-days but not less than thirty (30) calendar days prior to the date of expiration of its desire to amend or terminate this Agreement.

40.02 Notice of Changes

Either party desiring to propose changes to this Agreement shall within thirty (30) calendar days following receipt of notice under Clause 40.01, give notice in writing to the other party of such intent. Within thirty (30) calendar days of receipt of such notice the parties will meet to exchange proposals and enter into negotiations for a new Agreement.

40.03 Retroactivity

All changes in this Agreement shall take effect on the signing date of this Agreement unless otherwise specified in the Article or paragraph affected.

40.04 Terminated Employees

Employees who have terminated their employment with the Employer prior to the signing of this Agreement shall be entitled to retroactive wages in accordance with Schedule "A" for the period that they were actively employed between the expiration date of this Agreement and the employee's termination date, provided that application for such retroactivity pay is made in writing on the form provided by the Employer to the Human Resources Manager at the time of termination.

40.05 This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of the Agreement and until such time as it is replaced by a new Collective Agreement or the parties are in a legal lock out or strike position.

ARTICLE 41- ANNIVERSARY INCREMENTS

41.01 Definition for the Purpose of this Article

Employees' anniversary date is the date of first hire with the Employer in their respective classification, or the date of their transfer to a new classification.

- 41.02 a) Full-time employees shall advance one step (i.e., level) on their respective salary scales (see Schedule "A" of this Agreement) in their current job on their anniversary dates and, therefore, from year to year on their anniversary dates until they reach the maximum level of their respective salary scales.
- b) Regular part-time/part-time and temporary employees shall be entitled to an increment upon completion of 1950 paid hours exclusive of overtime, in their current job.

ARTICLE 42- NEW CLASSIFICATIONS

42.01 Should the Employer introduce a new classification in the bargaining unit, it shall provide the job description and the rate of pay to the union. The union may object to the rate of pay within thirty (30) days of receipt which then shall be subject to negotiation between the Parties. Failing agreement within thirty (30) days of such objection, the rate of pay may be referred to arbitration in accordance with Article 9. The foregoing shall also apply should the Employer alter the job description of an existing classification.

In witness whereof the parties have executed this Agreement on the date hereunder indicated by affixing hereto the signature of their proper Officers in that behalf.

Agreement made this 18th day of December **2023**.

ON BEHALF OF CANADIAN BLOOD SERVICES

ON BEHALF OF THE NEWFOUNDLAND AND
LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE
EMPLOYEES

Andrew Pateman

Mark Conroy

Tom Whelan

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Schedule "A"

2022-04-01 to 2026-03-31

Hourly Rates

Driver						
	Step 1	Step 2	Step 3			
01/10/2021	\$20.60	\$21.42	\$22.25			
01/04/2022	\$21.01	\$21.85	\$22.70			
01/04/2023	\$21.43	\$22.29	\$23.15			
01/04/2024	\$21.86	\$22.74	\$23.61			
01/04/2025	\$22.30	\$23.19	\$24.08			

Donor Care Associate (Tier 1)						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
01/10/2021	\$21.76	\$22.02	\$22.29	\$22.56	\$22.86	\$23.91
01/04/2022	\$22.20	\$22.46	\$22.74	\$23.01	\$23.32	\$24.39
01/04/2023	\$22.64	\$22.91	\$23.19	\$23.47	\$23.79	\$24.88
01/04/2024	\$23.09	\$23.37	\$23.65	\$23.94	\$24.27	\$25.38
01/04/2025	\$23.55	\$23.84	\$24.12	\$24.42	\$24.76	\$25.89

Donor Care Associate (Tier 2)						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
01/10/2021	\$23.06	\$23.34	\$23.63	\$23.91	\$24.23	\$25.35
01/04/2022	\$23.52	\$23.81	\$24.10	\$24.39	\$24.71	\$25.86
01/04/2023	\$23.99	\$24.29	\$24.58	\$24.88	\$25.20	\$26.38
01/04/2024	\$24.47	\$24.78	\$25.07	\$25.38	\$25.70	\$26.91
01/04/2025	\$24.96	\$25.28	\$25.57	\$25.89	\$26.21	\$27.45

Laboratory Assistant						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
01/10/2021	\$24.15	\$24.91	\$25.70	\$26.53	\$27.39	\$29.29
01/04/2022	\$24.63	\$25.41	\$26.21	\$27.06	\$27.94	\$29.88
01/04/2023	\$25.12	\$25.92	\$26.73	\$27.60	\$28.50	\$30.48
01/04/2024	\$25.62	\$26.44	\$27.26	\$28.15	\$29.07	\$31.09
01/04/2025	\$26.13	\$26.97	\$27.81	\$28.71	\$29.65	\$31.71

Donor Services Representative						
	Step 1	Step 2	Step 3			
01/10/2021	\$17.44	\$18.02	\$18.59			

01/04/2022	\$17.79	\$18.38	\$18.96			
01/04/2023	\$18.15	\$18.75	\$19.34			
01/04/2024	\$18.51	\$19.13	\$19.73			
01/04/2025	\$18.88	\$19.51	\$20.12			

Volunteer Resource Coordinator						
	Step 1	Step 2	Step 3			
01/10/2021	\$26.20	\$27.68	\$29.11			
01/04/2022	\$26.72	\$28.23	\$29.69			
01/04/2023	\$27.25	\$28.79	\$30.28			
01/04/2024	\$27.80	\$29.37	\$30.89			
01/04/2025	\$28.36	\$29.96	\$31.51			

Community Development Manager						
	Step 1	Step 2	Step 3	Step 4	Step 5	
01/10/2021	\$28.42	\$30.04	\$31.76	\$33.58	\$35.50	
01/04/2022	\$28.99	\$30.64	\$32.40	\$34.25	\$36.21	
01/04/2023	\$29.57	\$31.25	\$33.05	\$34.94	\$36.93	
01/01/2024	\$31.77	\$33.58	\$35.51	\$37.54	\$39.68	
01/04/2024	\$32.41	\$34.25	\$36.22	\$38.29	\$40.47	
01/04/2025	\$33.06	\$34.94	\$36.94	\$39.06	\$41.28	

Program Clerk - General						
	Step 1	Step 2	Step 3			
01/10/2021	\$21.56	\$22.63	\$23.74			
01/04/2022	\$21.99	\$23.08	\$24.21			
01/04/2023	\$22.43	\$23.54	\$24.69			
01/04/2024	\$22.88	\$24.01	\$25.18			
01/04/2025	\$23.34	\$24.49	\$25.68			

Supply Technician						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
01/10/2021	\$22.05	\$22.91	\$23.77	\$24.62	\$25.47	\$26.32
01/04/2022	\$22.49	\$23.37	\$24.25	\$25.11	\$25.98	\$26.85
01/04/2023	\$22.94	\$23.84	\$24.74	\$25.61	\$26.50	\$27.39
01/04/2024	\$23.40	\$24.32	\$25.23	\$26.12	\$27.03	\$27.94
01/04/2025	\$23.87	\$24.81	\$25.73	\$26.64	\$27.57	\$28.50

Field Support Representative II						
	Step 1	Step 2	Step 3			
01/10/2021	\$27.20	\$28.70	\$30.23			
01/04/2022	\$27.74	\$29.27	\$30.83			
01/04/2023	\$28.29	\$29.86	\$31.45			
01/04/2024	\$28.86	\$30.46	\$32.08			
01/04/2025	\$29.44	\$31.07	\$32.72			

Coordinator/Trainer						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
01/10/2021	\$26.39	\$27.19	\$27.99	\$28.83	\$29.69	\$31.37
01/04/2022	\$26.92	\$27.73	\$28.55	\$29.41	\$30.28	\$32.00
01/04/2023	\$27.46	\$28.28	\$29.12	\$30.00	\$30.89	\$32.64
01/04/2024	\$28.01	\$28.85	\$29.70	\$30.60	\$31.51	\$33.29
01/04/2025	\$28.57	\$29.43	\$30.29	\$31.21	\$32.14	\$33.96

Supply Technician/Driver						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
01/10/2021	\$22.05	\$22.91	\$23.77	\$24.62	\$25.47	\$26.32
01/04/2022	\$22.49	\$23.37	\$24.25	\$25.11	\$25.98	\$26.85
01/04/2023	\$22.94	\$23.84	\$24.74	\$25.61	\$26.50	\$27.39
01/04/2024	\$23.40	\$24.32	\$25.23	\$26.12	\$27.03	\$27.94
01/04/2025	\$23.87	\$24.81	\$25.73	\$26.64	\$27.57	\$28.50

General wage increases negotiated between April 1, 2022 and March 31, 2026 inclusive between the Newfoundland and Labrador Association of Public and Private Employees (**Health Services Staff**) and the Treasury Board shall apply for all classifications except Laboratory Technologists and Laboratory Assistants and on the same dates as such general wage increases may apply. **For clarity, the general wage increases will be according to the following:**

2022-04-01	2.00%	2024-04-01	2.00%
2023-04-01	2.00%	2025-04-01	2.00%

General wage increases negotiated between April 1, 2022 and March 31, 2026 inclusive between the Newfoundland and Labrador Association of Public and Private Employees (Laboratory and X-Ray Collective Agreement) **and the Treasury Board** shall apply for Laboratory Technologists and Laboratory Assistants and on the same date's as such general wage increases apply. **For clarity, the general wage increases will be according to the following:**

2022-04-01	2.00%	2024-04-01	2.00%
2023-04-01	2.00%	2025-04-01	2.00%

In addition to the foregoing and as negotiated between the Newfoundland and Labrador Association of Public and Private Employees (Health Services Staff Collective Agreement and Laboratory and X-Ray Collective Agreement) and Treasury Board between April 1, 2022 and March 31, 2026, each bargaining unit employee will receive a one-time payment of \$2,000 pro-rated based on regular full-time hours for the hours worked during the previous twelve (12) months effective on the date of ratification.

LETTER OF UNDERSTANDING

Re: Job Sharing Guidelines

The parties agree to the following guidelines when considering requests to job share:

1. Definition

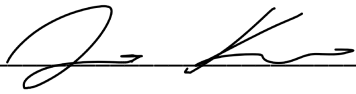
Job sharing denoted an arrangement whereby two (2) employees share the duties and responsibilities of one (1) full-time position.

2. Any full-time employee may apply to participate in a job sharing arrangement. The approval of any job sharing request will be at the sole discretion of the Employer. Should the Employer approve the request in principle, the terms of such arrangement shall be worked out among the Employer, the employee, and any other affected party. Failure to reach agreement on the arrangement will result in the request being denied.

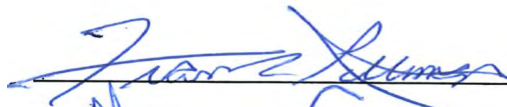
3. The requesting employee and the Employer retain the right to terminate a job sharing arrangement with reasonable notice. At the end of any job sharing arrangement, the original job sharer shall have the right to return to a full-time job, subject to the layoff provisions of this Collective Agreement.

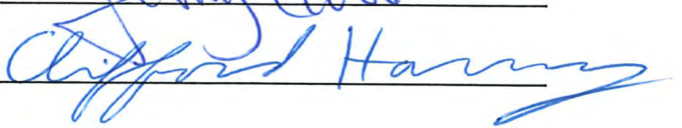
ON BEHALF OF CANADIAN BLOOD SERVICES

ON BEHALF OF THE NEWFOUNDLAND AND
LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE
EMPLOYEES



Mark Conroy



Jennifer Carr


LETTER OF UNDERSTANDING

Re: Hours of work

a) Laboratory Department

Persons hired prior to July 1st, 1982 shall be scheduled Monday through Friday inclusive.

All other employees Monday through Sunday.

b) All Other Departments

Persons hired into full-time positions prior to July 25, 2000 shall be scheduled Monday to Friday inclusive.

Note: Employees who are in a temporary full-time position as at December 17, 2001, and had started the replacement prior to July 25, 2000 and subsequently become full-time in that same position, will be treated as though they occupied a full time position prior to July 25, 2000.

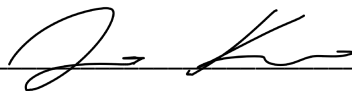
All other employees Monday through Sunday.

Scheduling

i) Notwithstanding the above the Employer may schedule employees Monday through Friday by seniority.

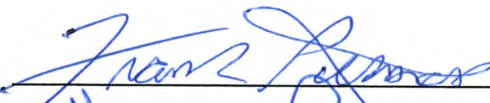
ii) Further to a) and b) above, and notwithstanding the Employer's right to schedule regular hours of work on Saturday, any such work shall be assigned in the order of seniority.

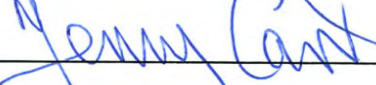
ON BEHALF OF CANADIAN BLOOD SERVICES

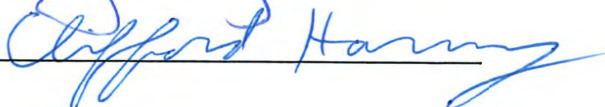


Mark Conroy

ON BEHALF OF THE NEWFOUNDLAND AND
LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE
EMPLOYEES







LETTER OF UNDERSTANDING

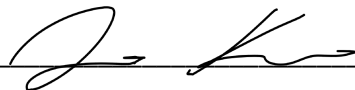
Re: Job Security Enhancements

As a result of discussions held during the negotiation of the Collective Agreement (Expiry date: 2022-03-31) concerning National Consolidation of Operations the Parties hereby agree as follows:

1. Unless otherwise varied by this Letter of Understanding employees will be entitled to any and all job security provision of the Collective Agreement, as provided under Article 23 with the notice period amended to ninety (90) days.
2. Should an employee's job be declared redundant CBS will explore avenues to maintain continued employment within CBS.
 - a) This would include:
 - i) same or similar job at the same location,
 - ii) same or similar job at an alternate location,
 - iii) an alternate job at the same location,
 - iv) an alternate job at an alternate location.
 - b) In respect to alternate positions within CBS, CBS would explore training initiatives to prepare an employee for other jobs available within the Centre, or at another location,
 - c) In respect to alternate location CBS would provide relocation assistance to the affected employee.
 - d) In respect to rates of pay, employees will receive the job rate for the new position.
3. CBS, during the notice period, will provide career transitioning assistance to displaced employees to assist them in securing alternate employment with another employer.
4.
 - a) Employees hired prior to March 23, 2006, in addition to the notice period provided under Article 23, CBS will pay a severance allowance, to a laid off employee who has not secured alternate employment, at the rate of three (3) weeks of regular pay for each year of service to a maximum of seventy (70) weeks.
 - b) In addition to the notice period provided under Article 23, CBS, will pay to employees hired after March 23, 2006, a severance allowance, to a laid off employee with greater than five (5) years of service, who has not secured alternate employment, at the rate of two (2) weeks of regular pay for each year of service to a maximum of twenty six (26) weeks.
 - c) Partial years of service shall be prorated based on completed months of service (i.e. yearly entitlement/12 x completed months of employment). Such amount shall be calculated at the rate of regular pay the employee is in receipt of at the time of severance.

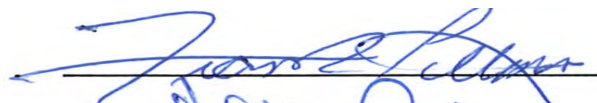
- d) For part-time employees severance shall be calculated based on average regular weekly earnings in the immediate preceding 26 week period.
- e) Acceptance of a severance payment under this provision constitutes a termination of employment and is a waiver of recall rights.
- f) Employees who voluntarily leave prior to the expiry of their notice period will not be eligible for any severance allowance payment,
- g) Employees who work beyond the expiry of their notice period will be provided the severance allowance upon completion of the specified work assignment and no further notice period will be required - the provision of 4. b) above will also apply,
- h) Employees who are in receipt of a severance allowance, as outlined in this section, and who secure employment with any Public Sector Employer, will reimburse CBS the unused portion of their severance payment made up by the difference from the commencement date of their new job and the expiration of the severance period. CBS employees will be obligated to report to CBS the commencement date of a new job with any Public Sector Employer that is prior to the end of their severance period.

ON BEHALF OF CANADIAN BLOOD SERVICES



Mark Conroy

ON BEHALF OF THE NEWFOUNDLAND AND
LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE
EMPLOYEES



Clifford Harvey

LETTER OF UNDERSTANDING

Re: Scheduling Committee

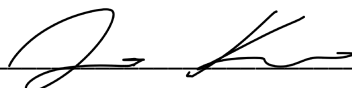
As a result of concerns and costs associated with scheduling discussed during collective bargaining, the Parties agree to review employee scheduling for all operations covered by the Collective Agreement through a committee comprised of up to three (3) representatives from the Union and three (3) representatives of the Employer. Meetings shall be held as mutually agreed upon by the Parties. To assist the parties in this review, one (1) Employee Relations Officer from the Union and one (1) Senior Employee Relations Consultant from the Employer may attend.

The purpose of these discussions will be to clarify and agree upon scheduling practices, find efficiencies and create consistency in accordance with the applicable provisions of the Collective Agreement that are of mutual benefit to the Parties.

The Parties shall consider all recommendations in good faith. Should mutually acceptable arrangements be identified, the Parties will enter into a written agreement(s) for scheduling that may contain provisions that differ from the provisions of the Collective Agreement, and such agreement(s) may apply to one (1) or more Department and/or one (1) or more classification covered by the Collective Agreement. Should no such agreement(s) occur during the life of this Collective Agreement (Expiry date: 2022-03-31), all employee scheduling shall be in accordance with the provisions of the Collective Agreement.

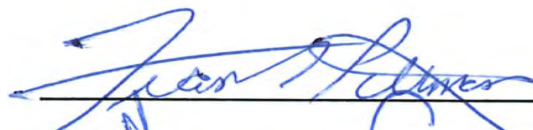
Nothing in this Letter of Understanding shall be construed as limiting the Parties from otherwise discussing scheduling at Labour-Management Committee.

ON BEHALF OF CANADIAN BLOOD SERVICES



Mark Conroy

ON BEHALF OF THE NEWFOUNDLAND AND
LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE
EMPLOYEES



Jenny Can

Cliff Harvey

MEMORANDUM OF UNDERSTANDING

Between

CANADIAN BLOOD SERVICES, Newfoundland and Labrador

(The Employer)

And

NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE

EMPLOYEES

(The Union)

Re: Scheduling- Clinic Operations

The Union and the Employer agree in principle with the concept of scheduling by employee preferences as long as the Centre's operational requirements are met. With this as a guiding principle, and notwithstanding the terms of the Collective Agreement, Clinic Staff will be scheduled the greater number of hours based on expressed preferences and seniority.

Within thirty (30) days of the signing of this Collective Agreement the parties will meet to discuss the implementation of the following guidelines for scheduling which will remain in place for a six (6) month period following implementation.

Now therefore, the parties agree as follows:

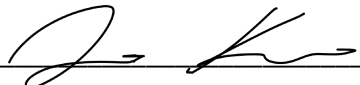
1. Clinic Staff will provide the Employer with information regarding their preferences, using the Clinic Preference Form (CPF), for shifts they wish to work over a three (3) month period. Preferences may include, but are not limited to:
 - A specific number of hours /days per week on the understanding that full-time Clinic Staff will be scheduled for thirty-seven point five (37 .5)hours per week and regular parttime Clinic Staff will be scheduled not less than eighty (80) hours over a four (4) week period, in accordance with current practice.
 - Centre clinics, out of town mobiles, in town mobiles overnight mobiles.
2. In developing the schedules, which will include the number of Clinic hours for any particular Clinic, the Employer will take into consideration employees preferences based on seniority while ensuring an appropriate staffing mix to meet operational requirements.
 - Subject to operational requirements and staffing mix, employees will be able to mutually exchange shifts within the two (2) week confirmed and /or two (2) week tentative schedule. Changes to schedules not reflecting employee exchanges will be the responsibility of the Employer.
 - Changes requested by the employee beyond the confirmed/tentative schedule will be considered taking into account the background for the request.

3. Employees will be advised as to the types of clinics they are expected to attend over a one year period based on the numbers of the various clinics and the number of available DCA's.
4. A working group of two employees/designates, the department Manager and a Human Resources representative will meet on a regular basis, but not less than every three (3) months to asses the above noted process.


Continuation of this Memorandum of Agreement is subject to mutual agreement of the parties. Failing such, the Employer will commence to schedule staff based upon operational requirement consistent with the Collective Agreement.

ON BEHALF OF CANADIAN BLOOD SERVICES

ON BEHALF OF THE NEWFOUNDLAND AND
LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE
EMPLOYEES



Mark Conroy



Clifford Harry

MEMORANDUM OF UNDERSTANDING

Between

CANADIAN BLOOD SERVICES, Newfoundland and Labrador

(The Employer)

And

NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE

EMPLOYEES

(The Union)

Re: Canadian Blood Services Universal Benefits Plan

WITHOUT PREJUDICE OR PRECEDENT

Whereas the parties are interested in creating and maintaining a Universal Benefits Plan which would apply to all eligible employees at Canadian Blood Services, the Parties hereby agree that:

- #1 As of the 1st of the month following two (2) months from the date of signing of this Collective Agreement, all eligible employees represented by the Union shall participate in the Universal Benefits Plan. The Drug Card will be effective on the 1st of the month following three (3) months from the date of signing of this Collective Agreement.
- #2 As of the date noted in #1 above, the Universal Benefits Plan, as described in the attached plan summary, shall replace Article 21- Insured Benefits as contemplated by the Collective Agreement.
- #3 Other-than-full-time employees' eligibility for participation in the Universal Benefits Plan shall continue as per their current eligibility for participation under the Collective Agreement.
- #4 The levels of coverage of the Universal Benefits Plan shall not be reduced from those levels in effect as of the date of signing of this Memorandum of Understanding.
- #5 The Employer shall make any future enhancements to the Universal Benefits Plan at its sole discretion.
- #6 The contents of the Universal Benefits Plan are not subject to negotiation and shall not be modified in any way for any reason by negotiations of any kind between the parties.
- #7 If the union no longer wishes to participate in the plan, it may indicate its withdrawal in writing prior to the expiry date of the Collective Agreement, at which time this Memorandum of Understanding shall be null and void.

For the Purposes of this Memorandum of Understanding:

"The Parties" shall mean the Employer and the Union.

"Universal Benefits Plan" shall mean the extended health care, dental, life insurance, accidental death and dismemberment insurance, and business travel accident insurance plans provided to non-union employees (and as amended by the attached plan description) as of the date of signing of this Memorandum of Understanding.

An "eligible employee" shall mean an employee who is entitled to participate in the Universal Benefits Plan benefits plan, subject to the rules and regulations of the plan.

An "other-than-full-time employee" shall mean a regular part-time or part-time employees.

"Collective Agreement" shall mean the Collective Agreement between Canadian Blood Services, Newfoundland and Labrador and Newfoundland & Labrador Association of Public and Private Employees.

MOU: Universal Benefits Plan

**Canadian Blood Services
Universal Benefits Plan**

PLAN FEATURES	
Retirement Division	<ul style="list-style-type: none"> ▪ as per the current retirement division
MAJOR MEDICAL (EXTENDED HEALTH CARE)	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ full-time: 1st of the month following date of hire ▪ part-time: as per the Collective Agreement.
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: compulsory (except for opting out provisions as set out in the benefits contract) ▪ dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Deductible	<ul style="list-style-type: none"> ▪ \$15 single/\$25 family deductible for drug expenses ▪ nil for all other expenses
Combined Maximum	<ul style="list-style-type: none"> ▪ unlimited
Coinsurance	<ul style="list-style-type: none"> ▪ 100% ▪ 100% ▪ 100% ▪ 80% professional and paramedical services ▪ 100% for all other expenses
<ul style="list-style-type: none"> ▪ Drugs ▪ Hospital ▪ Vision ▪ Other Eligible Expenses 	<ul style="list-style-type: none"> ▪ drugs available only by prescription (plus certain life-sustaining drugs that do not legally require a prescription) with a valid Drug Identification Number (DIN) ▪ pay direct drug card ▪ includes claims management features such as, dynamic maintenance, generic drug substitution, and reasonable and customary pharmacy mark-up and dispensing fee maximums by province ▪ Anti-obesity drugs ▪ Smoking cessation drugs to \$300 life time maximum per person ▪ Fertility drugs are subject to a lifetime maximum of \$15,000 per person. ▪ charges for oral contraceptives, intrauterine devices and diaphragms
<ul style="list-style-type: none"> ▪ Drug Features 	<ul style="list-style-type: none"> ▪ private or semi private
<ul style="list-style-type: none"> ▪ Hospital Room 	<ul style="list-style-type: none"> ▪ private or semi private

PLAN FEATURES	
<ul style="list-style-type: none"> ▪ Nursing Care 	<ul style="list-style-type: none"> ▪ max \$25,000 per person every 3 years
<ul style="list-style-type: none"> ▪ Paramedical ▪ Acupuncture ▪ Chiropractor ▪ Osteopath ▪ Massage Therapist ▪ Naturopath ▪ Physio-therapist ▪ Podiatrist ▪ Psychologist/Social Worker/Psychotherapist ▪ Clinical Counsellor, Marriage and Family Therapist, and Psychoanalyst ▪ Speech Therapist 	<ul style="list-style-type: none"> ▪ 80% paramedical services to applicable maximum ▪ max of \$500 per person per calendar year ▪ max of \$500 per person per calendar year ▪ max of \$500 per person per calendar year* ▪ max of \$500 per person per calendar year ▪ max of \$500 per person per calendar year* ▪ max of \$500 per person per calendar year ▪ max of \$500 per person per calendar year* ▪ max of \$1,500 per person per year ▪ max of \$500 per person per calendar year
<ul style="list-style-type: none"> ▪ Vision Care 	<ul style="list-style-type: none"> ▪ max of \$250 per person in any 24 consecutive months (frames, lenses, laser) ▪ one eye exam every 2 calendar years (reasonable and customary costs)
<ul style="list-style-type: none"> ▪ Hearing Aids 	<ul style="list-style-type: none"> ▪ max of \$300 per person in any 5 consecutive calendar years
<ul style="list-style-type: none"> ▪ Other 	<ul style="list-style-type: none"> ▪ nursing home accommodation – max \$20 a day ▪ ambulance services to and from the nearest appropriate medical care ▪ medical supplies and services to specified maximums ▪ accidental dental treatment within 6 months of the accident ▪ extra care (wigs or hairpieces up to \$500 lifetime per person) <p>Gender affirmation (April 1, 2023):</p> <ul style="list-style-type: none"> ▪ \$10,000 maximum per person per lifetime for non-elective, medical necessary treatment ▪ Coverage is coordinated with provincial coverage, where it exists
<ul style="list-style-type: none"> ▪ Emergency Out-of-Country 	<ul style="list-style-type: none"> ▪ emergency medical services ▪ referral treatment ▪ max of \$5 million lifetime per person
<ul style="list-style-type: none"> ▪ Travel Assistance 	<ul style="list-style-type: none"> ▪ included
* Less any amount paid by the government plan	
DENTAL	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ same as Major Medical
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Dental Fee Guide	<ul style="list-style-type: none"> ▪ current in province of residence
Deductibles	
Single	<ul style="list-style-type: none"> ▪ nil
Family	<ul style="list-style-type: none"> ▪ nil
Coinsurance	
▪ Part I Preventive	<ul style="list-style-type: none"> ▪ 100%
▪ Minor Restorative	<ul style="list-style-type: none"> ▪ 100%
▪ Part II Major Restorative	<ul style="list-style-type: none"> ▪ 50%
▪ Part III Orthodontic	<ul style="list-style-type: none"> ▪ 50% (Eligible Dependent Children only)
Orthodontic Dependent Children Age Basis	<ul style="list-style-type: none"> ▪ under 19 years old

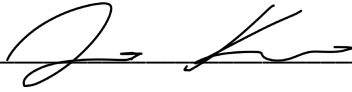
PLAN FEATURES	
Benefit Maximum	<ul style="list-style-type: none"> ▪ Part I – unlimited ▪ Part II - \$1,500/year ▪ Part III - \$2,500 lifetime
Recall Exam	<ul style="list-style-type: none"> ▪ 6 months
X-Rays	<ul style="list-style-type: none"> ▪ bitewing – once every 6 months ▪ full mouth – once every 24 months
LONG TERM DISABILITY	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: compulsory ▪ dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ less than 4 years of service: 66 2/3% of pre-disability earnings ▪ 4 years of service or more: 75% of pre-disability earnings
Maximum Benefit	<ul style="list-style-type: none"> ▪ \$15,000 a month without Evidence of Insurability, \$23,000 a month with satisfactory Evidence of Insurability as per Manulife.
Qualifying Period	<ul style="list-style-type: none"> ▪ 15 weeks or expiration of sick leave credits whichever is greater
All Source Maximum	<ul style="list-style-type: none"> ▪ 80% of gross pre-disability earnings
Definition of Disability	<ul style="list-style-type: none"> ▪ 2 years own occupation as per Manulife
Indexation of Benefits	<ul style="list-style-type: none"> ▪ no
Pre-existing Condition Clause	<ul style="list-style-type: none"> ▪ yes
BASIC LIFE INSURANCE	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: compulsory ▪ dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Reduction Formula	<ul style="list-style-type: none"> ▪ employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
Maximum Benefit	<ul style="list-style-type: none"> ▪ without evidence: \$600,000 ▪ with evidence: \$1,000,000 ▪ combined maximums with Optional Life
OPTIONAL LIFE INSURANCE	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: not compulsory ▪ dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ 1x or 2x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Maximum Benefit	<ul style="list-style-type: none"> ▪ without evidence: \$600,000 ▪ with evidence: \$1,000,000 ▪ combined maximums with Basic Life
DEPENDENT LIFE	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement

PLAN FEATURES	
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: not applicable ▪ dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ Spouse ▪ Each Eligible Child
	<ul style="list-style-type: none"> ▪ \$10,000 ▪ \$5,000
BASIC ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: compulsory ▪ dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
REDUCTION FORMULA	<ul style="list-style-type: none"> ▪ employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
VOLUNTARY AD&D	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ employee coverage: not compulsory ▪ dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> ▪ same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ Employee Coverage ▪ Family Coverage
	<ul style="list-style-type: none"> ▪ units of \$10,000 to maximum of \$500,000 ▪ spouse, no children: 50% of employee coverage ▪ spouse and eligible children: 40% of employee coverage for spouse & 10% for each child ▪ eligible children only: 15% of employee coverage for each eligible child

Effective April 1, 2023


This is a summary of your benefits. While every effort has been made to ensure the accuracy of this information, complete information of your benefits can be found in the policy contract on the CBS intranet. Should any difference occur between this information and the contract, the contract will prevail.

ON BEHALF OF CANADIAN BLOOD SERVICES



Mark Conroy

ON BEHALF OF THE NEWFOUNDLAND AND
LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE
EMPLOYEES



Clifford Harvey

MEMORANDUM OF UNDERSTANDING

Between

CANADIAN BLOOD SERVICES, Newfoundland and Labrador

(The Employer)

And

NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE

EMPLOYEES

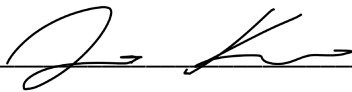
(The Union)

Re. Pre-Authorized Payment for Pension and Benefits

The parties agree that, notwithstanding the provisions set out in the Collective Agreement, employees continuing benefits coverage or pension contributions during a leave of absence shall make payment by authorizing the Employer to make the required deductions from the employees bank account.

ON BEHALF OF CANADIAN BLOOD SERVICES

ON BEHALF OF THE NEWFOUNDLAND AND
LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE
EMPLOYEES



Mark Conroy



MEMORANDUM OF UNDERSTANDING (“MOU”)

between

CANADIAN BLOOD SERVICES, NEWFOUNDLAND AND LABRADOR

(“EMPLOYER”)

and

NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES

(“UNION”)

WITHOUT PREJUDICE OR PRECEDENT

WHEREAS the Parties (Canadian Blood Services, Newfoundland and Labrador Association of Public and Private Employees) discussed the Community Development Manager classification;

AND WHEREAS the Parties agreed to amend the Schedule “A” pay of the Community Development Manager;

NOW THEREFORE, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1. The quarterly performance incentive compensation plan is removed from the Community Development Manager classification and will conclude on December 31, 2023. Any outstanding quarterly performance incentive compensation payments for Q3 (October 1 – December 31, 2023) shall be issued no later than March 1, 2024.
2. All current Community Development Managers shall transition to their new rates of pay on January 1, 2024, as provided for under Schedule “A”.
3. All current Community Development Managers shall maintain their existing Step as they transition to their new rates of pay referred to under Schedule “A” (i.e. an employee who is currently at Step 2 will stay at Step 2).
4. Employees will receive a letter indicating the removal of the quarterly performance incentive compensation plan and the transition to the new rates of pay.
5. The Parties agree that this MOU shall expire on March 31, 2026.

ON BEHALF OF CANADIAN BLOOD SERVICES

ON BEHALF OF THE NEWFOUNDLAND AND
LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE
EMPLOYEES

J. K.
Mark Conroy

Frank Thomas
Jimmy Con
Clifford Harry