

BETWEEN:

**NOVA SCOTIA UNION OF PUBLIC AND PRIVATE
EMPLOYEES**

-and-

CANADIAN BLOOD SERVICES

**COLLECTIVE AGREEMENT
April 1, 2011 to March 31, 2019**

CONTENTS

Art.	SUBJECT	
	Preamble.....	1
1	Recognition.....	2
2	General Conditions.....	8
3	Union Security.....	16
4	Seniority.....	18
5	Vacancies, Appointments, Promotions and Transfers.....	20
6	Pay and Classifications.....	24
7	Working Hours.....	27
8	Overtime.....	31
9	Meal Allowance.....	33
10	Call Back Pay and Stand-By Pay.....	34
11	Holidays.....	36
12	Vacations.....	38
13	Sick Leave, Workers' Compensation and Long Term Disability.....	41
14	Leaves of Absence.....	47
15	Maternity and Parental Leave.....	53
16	Technological Change.....	58
17	Benefits Plans.....	60
18	Labour/Management Committee.....	63
19	Health and Safety.....	65
20	Grievance and Arbitration Procedure.....	66
21	Employee Development and Training.....	71
22	Performance Appraisal.....	72
23	Job Descriptions, Job Classifications and Reclassifications.....	73
24	Compliance with the Law.....	74
25	Term of Agreement, Amendments, Retroactivity and Limitation Of Grievances.....	75
	Signing.....	76
App. A	Pay.....	77
LoU1	Universal Benefits Plan.....	80
LoU2	Rest and Meal Periods.....	88
LoU3	Return to Work.....	89
LoU4	Donor Care Associate.....	91
LoU5	Event Coordinator.....	93

CONTENTS

ARTICLE 1 - RECOGNITION	2
1.01 DEFINITIONS	2
1.02 RECOGNITION OF UNION	4
1.03 NO PRIVATE AGREEMENTS	4
1.04 EMPLOYEE REPRESENTATIVES OF THE UNION	4
1.05 UNION REPRESENTATIVES NOT ON THE EMPLOYER'S PAYROLL	5
1.06 UNION REPRESENTATIVE	5
1.07 RECOGNITION OF EMPLOYER	5
1.08 NO DISCRIMINATION	6
1.09 NO PERSONAL OR SEXUAL HARASSMENT	6
1.10 TEMPORARY EMPLOYEES AND CASUAL EMPLOYEES	6
ARTICLE 2 - GENERAL CONDITIONS	8
2.01 BULLETIN BOARDS	8
2.02 CORRESPONDENCE AND NOTICES	8
2.03 PROBATIONARY EMPLOYEES	8
2.04 UNION WORK	9
2.05 LAYOFF, DISPLACEMENT AND RECALL	9
2.06 SEVERANCE ALLOWANCE	11
2.07 WRITTEN ASSESSMENTS AND EMPLOYEE'S FILE	11
2.08 DISCIPLINE	12
2.09 LIABILITY INDEMNIFICATION	13
2.10 WITHDRAWAL OF RESIGNATION	13
2.11 EMPLOYEE ASSISTANCE PROGRAM (EAP)	13
2.12 CLOTHING AND PROTECTIVE CLOTHING	13
2.13 ACCOMMODATION	14
2.14 TRANSPORTATION	14
2.15 MOBILES	14
ARTICLE 3 - UNION SECURITY	16
3.01 MEMBERSHIP AND CHECK-OFF	16
3.02 DEDUCTIONS MADE BY EMPLOYER	16
3.03 TEMPORARY POSITION OUTSIDE BARGAINING UNIT	16
3.04 INFORMATION ON BARGAINING UNIT EMPLOYEES	17
3.05 SAVE HARMLESS	17
ARTICLE 4 - SENIORITY	18
4.01 DEFINITION	18
4.02 SENIORITY AND CLASSIFICATION LIST	18

4.03	LOSS OF SENIORITY	18
4.04	SENIORITY WHILE ON LEAVE	19
ARTICLE 5 - VACANCIES, APPOINTMENTS PROMOTIONS AND TRANSFERS .		20
5.01	APPLICATION OF SENIORITY	20
5.02	APPOINTMENT	20
5.03	JOB POSTINGS	20
5.04	OUTSIDE ADVERTISING.....	21
5.05	INFORMATION IN POSTINGS.....	21
5.06	TRIAL PERIOD	21
5.07	UNION NOTIFICATION.....	22
5.08	TEMPORARY APPOINTMENT	22
5.09	TRAINING.....	22
5.10	EMPLOYEE CONSENT.....	23
ARTICLE 6 - PAY AND CLASSIFICATIONS.....		24
6.01	PAY RATES AND METHOD OF PAY	24
6.02	ASSIGNMENT TO LOWER PAID CLASSIFICATION	25
6.03	ASSIGNMENT TO HIGHER PAID CLASSIFICATION	25
6.04	CALCULATION OF PAY FOR PAID LEAVE	25
6.05	CREATION OF NEW POSITIONS	25
6.06	SHIFT AND WEEKEND PREMIUMS	26
ARTICLE 7 - WORKING HOURS		27
7.01	REGULAR HOURS.....	27
7.02	WORK SCHEDULE	27
7.03	REST PERIODS	28
7.04	NOTICE FOR EMERGENCY CLINICS.....	29
7.05	DAYS OF REST	29
7.06	RELIEF HOURS	29
7.07	REST PERIOD FOLLOWING CLINIC	30
7.08	CLINIC HOURS	30
ARTICLE 8 - OVERTIME.....		31
8.01	DISTRIBUTION OF OVERTIME.....	31
8.02	TIME AND ONE-HALF AND DOUBLE TIME.....	31
8.03	MAXIMUM WORKING HOURS	31
8.04	TIME OFF IN LIEU OF OVERTIME PAY.....	31
ARTICLE 9 - MEAL ALLOWANCE.....		33
9.01	MEAL ALLOWANCE RATE.....	33
9.02	MEAL ALLOWANCE PAYABLE	33

ARTICLE 10 - CALL BACK PAY AND STAND-BY PAY.....	34
10.01 TIME WORKED	34
10.02 MINIMUM PAY.....	34
10.03 COST OF TRAVEL.....	34
10.04 STAND-BY.....	34
ARTICLE 11- HOLIDAYS	36
11.01 HOLIDAYS	36
11.02 HOLIDAY PAY	36
11.03 WORK ON A HOLIDAY.....	37
11.04 HOLIDAY ON DAY OFF AND DESIGNATED DAY	37
11.05 HOLIDAY DURING VACATION	37
ARTICLE 12 - VACATIONS.....	38
12.01 VACATION YEAR AND VACATION DAY	38
12.02 VACATION ENTITLEMENT	38
12.03 BEREAVEMENT DURING VACATION	38
12.04 TIME FOR VACATION	39
12.05 VACATION PAY	39
12.06 VACATION CARRY OVER.....	39
12.07 VACATION EXTENDED OR POSTPONED	40
12.08 VACATION ON TERMINATION	40
12.09 NO WORK DURING VACATION.....	40
ARTICLE 13- SICK LEAVE, WORKERS' COMPENSATION AND LONG-TERM DISABILITY	41
13.01 SICK LEAVE ENTITLEMENT	41
13.02 SICK LEAVE PAY.....	41
13.03 MEDICAL CERTIFICATES.....	41
13.04 REPORTING ABSENCE AND RETURN	41
13.05 SICK LEAVE RETAINED.....	42
13.06 SICK LEAVE RECORD	42
13.07 ACCUMULATION OF SICK LEAVE	42
13.08 PART TIME EMPLOYEE ENTITLEMENT	44
13.09 SICK LEAVE REDUCED	44
13.10 PROBATIONARY EMPLOYEES	44
13.11 TERMINATION OF SICK LEAVE BENEFITS.....	44
13.12 JOB PROTECTION WHILE ILL.....	45
13.13 WORKERS' COMPENSATION	45
ARTICLE 14 - LEAVES OF ABSENCE	47
14.01 BEREAVEMENT LEAVE.....	47
14.02 UNION LEAVE.....	48
14.03 LEAVE FOR COLLECTIVE AGREEMENT ADMINISTRATION.....	48

14.04	LEAVE FOR JOINT COMMITTEES OF UNION AND EMPLOYER.....	49
14.05	LEAVE FOR NEGOTIATIONS.....	49
14.06	LEAVE FOR POLITICAL PARTICIPATION.....	49
14.07	LEAVE FOR JURY OR WITNESS DUTY.....	50
14.08	PERSONAL LEAVE WITHOUT PAY.....	50
14.09	FAMILY ILLNESS LEAVE.....	51
14.10	LEAVE TO WRITE EXAMINATIONS TO UPGRADE QUALIFICATIONS...	51
14.11	WEDDING LEAVE.....	51
14.12	EMERGENCY LEAVE.....	52
14.13	LEAVE REQUIRED BY EMPLOYER.....	52
14.14	COMPASSIONATE LEAVE.....	52
ARTICLE 15 - MATERNITY AND PARENTAL LEAVE		53
15.01	MATERNITY LEAVE	53
15.02	NO TERMINATION.....	53
15.03	EARLY LEAVE OF ABSENCE	54
15.04	SICK LEAVE.....	54
15.05	PARENTAL LEAVE	54
15.06	PARENTAL LEAVE - CHILD BIRTH.....	54
15.07	PARENTAL LEAVE - ADOPTION	55
15.08	RETURN TO WORK.....	55
15.09	CONTINUOUS EMPLOYMENT.....	55
15.10	BENEFIT PLAN CONTINUATION	55
15.11	SPECIAL LEAVE - BIRTH	55
15.12	SPECIAL LEAVE - ADOPTION	56
15.13	SUPPLEMENTAL EMPLOYMENT BENEFITS	56
15.13	SEB PAYMENT CALCULATION	57
ARTICLE 16 - TECHNOLOGICAL CHANGE		58
16.01	ADVANCE NOTICE.....	58
16.02	DISCUSSION WITH UNION.....	58
16.03	NOTICE TO EMPLOYEES	58
16.04	EFFORTS TO RETAIN EMPLOYEES AND TRAINING	58
16.05	TRAINING PERIOD.....	58
ARTICLE 17 - BENEFIT PLANS		60
17.01	ELIGIBLE EMPLOYEES.....	60
17.02	CALCULATION OF ELIGIBILITY HOURS.....	60
17.03	EXTENDED HEALTH CARE PLAN.....	60
17.04	GROUP DENTAL PLAN.....	60
17.05	LONG TERM DISABILITY PLAN, GROUP LIFE INSURANCE PLAN AND ACCIDENTAL DEATH AND DISMEMBERMENT PLAN	61
17.06	PENSION PLAN	62

ARTICLE 18 - LABOUR / MANAGEMENT COMMITTEE	63
18.01 ESTABLISHMENT	63
18.02 MEMBERS.....	63
18.03 MEETINGS	63
18.04 JURISDICTION.....	63
18.05 PARTICIPATION	63
ARTICLE 19 - HEALTH AND SAFETY.....	65
19.01 OCCUPATIONAL HEALTH AND SAFETY ACT AND CO-OPERATION.....	65
19.02 HEALTH AND SAFETY COMMITTEE.....	65
19.03 RIGHT OF REFUSAL	65
ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE.....	66
20.01 PREAMBLE	66
20.02 GRIEVANCE.....	66
20.03 PROCEDURE	66
20.04 ARBITRATION.....	67
20.05 SOLE ARBITRATOR	67
20.06 EMPLOYER GRIEVANCE.....	67
20.07 UNION GRIEVANCE	68
20.08 DISCHARGE AND SUSPENSION	68
20.09 PROPER PROCEDURE.....	68
20.10 WRITTEN REPLY.....	69
20.11 DEFINITION - "KNOWLEDGE THEREOF"	69
20.12 POWERS OF ARBITRATION BOARD OR SOLE ARBITRATOR.....	69
20.13 COSTS OF ARBITRATION	69
20.14 GRIEVOR'S RIGHTS.....	69
ARTICLE 21 - EMPLOYEE DEVELOPMENT AND TRAINING.....	71
21.01 TRAINING.....	71
ARTICLE 22 - PERFORMANCE APPRAISAL	72
22.01 ANNUAL PERFORMANCE APPRAISAL.....	72
22.02 GRIEVANCE AND ARBITRATION	72
ARTICLE 23 - JOB DESCRIPTIONS, JOB CLASSIFICATIONS AND RECLASSIFICATIONS	73
23.01 JOB DESCRIPTIONS	73
23.02 EXISTING CLASSIFICATIONS	73
23.03 DRIVING RECORD	73
ARTICLE 24 - COMPLIANCE WITH THE LAW	74
24.01 COMPLIANCE WITH LAWS AND NOTICE	74
24.02 AGREEMENT NOT INVALID.....	74

ARTICLE 25 - TERM OF AGREEMENT, AMENDMENTS, RETROACTIVITY, AND LIMITATION OF GRIEVANCES	75
25.01 EFFECTIVE DATES	75
25.02 NOTICE TO NEGOTIATE A NEW COLLECTIVE AGREEMENT.....	75
25.03 EXTENSION OF TERM.....	75
25.04 AMENDMENTS TO COLLECTIVE AGREEMENT	75
25.05 RETROACTIVITY	75
LoU #1 – UNIVERSAL BENEFITS PLAN	80
LoU #2 – REST AND MEAL PERIODS.....	88
LoU #3 – RETURN TO WORK.....	89
LoU #4 – DONOR CARE ASSOCIATE	91
LoU #5 – EVENT COORDINATOR	93

THIS AGREEMENT made in duplicate as of the day of September, 2016;

EFFECTIVE: **April 1, 2011 to March 31, 2019**

BETWEEN:

NOVA SCOTIA UNION OF PUBLIC AND PRIVATE EMPLOYEES

OF THE ONE PART

-and-

CANADIAN BLOOD SERVICES

OF THE OTHER PART

WHEREAS this agreement is entered into by each of the parties for the purpose of setting out the agreement reached by them in relation to all terms and conditions of employment;

THEREFORE, this agreement sets out that the parties agree as set out on the following pages unless properly amended:

ARTICLE 1 - RECOGNITION

1.01 DEFINITIONS

"Bargaining Unit" - means the unit of employees certified, as set out in an Order of the Prince Edward Island Labour Relations Board, Board File No. 06-011, Serial No. 07-06, made June 1, 2006.

"Calendar Day" - means any day of the week including but not limited to, a working day, a day of rest, a holiday, a Saturday or a Sunday.

"Casual Employee" - means an employee who is hired to work on an intermittent or occasional basis, as required.

"Centre" - means the Canadian Blood Services Centre or base, presently located in Charlottetown, Prince Edward Island.

"Classification" - means those positions listed in Appendix "A" and any other positions that may be subsequently added to the bargaining unit.

"Collective Agreement" - means this collective agreement and the Articles and Appendices contained herein and any properly made amendments, additions or alterations to it.

"Day" - means a calendar day.

"Disability", "Illness", "Sickness" and "Injury" have identical meanings and are interchangeable unless otherwise specified and "Disabled", "Ill", "Sick" and "Injured" have corresponding meanings.

"Discipline" - means documented oral warnings, written warnings, suspensions and dismissals for just cause.

"Displaced" - refers to an employee whose position has been declared redundant, in whole or in part, or who has been bumped by another employee.

"Employee" - means an employee of the Employer who is a member of the bargaining unit and refers to both the masculine and feminine and a reference to the male gender or to the female gender shall include a reference to the other and the singular and plural shall refer to the other unless, in either case, it is inconsistent with the context.

"Employer" - means Canadian Blood Services and its successors.

"Employer's Premises" - includes any property, structure or place which is owned, leased, rented, used or controlled by the Employer at which a member of the bargaining unit is working or is required to work.

"Equitable Distribution" - includes attempts to offer and distribute equally but also includes taking into account availability and refusals and mutual agreements amongst employees.

"Full Time Employee" - means an employee who is hired to work the full time hours set out in Article 7.

"Layoff" - means the time an employee is not working because she/he has been displaced and is not being paid by the Employer.

"Month" - means the period of time between the same dates in successive calendar months.

"Parties" - means the signatories to this collective agreement, i.e. the Union and the Employer.

"Part Time Employee" - means an employee who is hired to work less than the full time hours set out in Article 7.

"Regular Employee" - means an employee who has been hired to work on a full time or part time basis on an ongoing basis with no definite termination date.

"Service" - means service in the employ of the Employer which is unbroken by termination of employment, which, without limiting the generality of the foregoing, shall be deemed to include time spent on pregnancy leave, parental leave, paid leave of any kind, time spent working in a different position whether inside or outside the bargaining unit, time waiting to be eligible for Long Term Disability benefits, time in receipt of Long Term Disability benefits, time on Workers' Compensation, time on Union leave, any period of suspension, with or without pay and any other time specifically provided for elsewhere in this collective agreement.

"Temporary Employee" - means an employee who has been hired to work on a full time or part time basis for a specified period of time to replace an employee who is absent, for special projects, or for a temporary requirement of twelve (12) months or less.

"Union" - means the Nova Scotia Union of Public and Private Employees and its

successors and may be referred to as "NSUPE".

"Vacancy" - means a position which the Employer intends to fill.

"Working Day" - means Monday to Friday, excluding any day that is a holiday. This definition shall only be utilized for the calculation of time periods referred to in this collective agreement and shall not be construed to limit the scheduling of work on any day(s).

"Year" - means the period of time between the same dates in successive calendar years unless specifically modified to mean otherwise.

1.02 RECOGNITION OF UNION

- (a) The Employer recognizes the Union as the exclusive bargaining agent for the unit of employees as set out in an Order of the Prince Edward Island Labour Relations Board, Board File No. 06-011, Serial No. 07-06, made June 1, 2006. Casual employees and temporary employees are included in the bargaining unit.
- (b) The Employer agrees to advise all new employees to the bargaining unit that a collective agreement is in effect.

1.03 NO PRIVATE AGREEMENTS

No employee shall be required or permitted to make any written or oral agreement with the Employer or any of its representatives which may conflict with the terms of this collective agreement.

1.04 EMPLOYEE REPRESENTATIVES OF THE UNION

- (a) Employees acting as representatives of the Union may confer, during working hours, with other employees or with the Employer or its representatives for the purpose of promoting Union/Employer or Employee/Management relations or to investigate a complaint or alleged grievance. The Union representative shall first request and obtain permission from her/his immediate Supervisor or Department Head who shall not unreasonably deny permission and permission shall be given as soon as possible following the request so that the employee may meet her/his obligations as a representative. It is agreed that such meetings shall not act to the detriment of or disrupt donor service.
- (b) The Union shall provide the Employer with a list of Union Officers and Union

Representatives, annually or as changes occur.

**1.05 UNION BUSINESS AGENT AND OTHER UNION
REPRESENTATIVES NOT ON THE EMPLOYER'S PAYROLL**

- (a) The Union's Business Agents and other Union representatives not on the Employer's payroll shall have the opportunity to attend all meetings between the Union or its representatives and the Employer or its representatives for the purpose of conducting Employer - Union business.
- (b) The Union's Business Agents and other Union representatives not on the Employer's payroll shall have the opportunity to enter the Employer's premises, where it is possible for the Employer to grant such permission, provided such entry does not unduly disrupt the work of the Employer, and shall have the right to confer with Union representatives or other employees for the purpose of consultation on matters arising from the administration, alleged violation, interpretation or application of this collective agreement. The Union's Business Agents or other Union representatives not on the Employer's payroll shall first request permission from the Employer's designated representative and such permission shall not be unreasonably denied.

1.06 UNION REPRESENTATIVE

An employee shall have the right to have a Union representative present at any time when the Employer is meeting with him/her for the purpose of discipline or dismissal or investigation which will likely lead to discipline or dismissal and the Employer shall inform the employee of this right and give her/him time to arrange for the Union representative to be present.

1.07 RECOGNITION OF EMPLOYER

- (a) The Union recognizes the exclusive right of the Employer to manage the operations including, to maintain order, discipline and efficiency, to hire, promote, transfer, classify, reclassify and to suspend or otherwise discipline or discharge an employee for just cause, or to dismiss a probationary employee if she/he does not meet the standards, to demote, layoff, assign work, introduce new or improved methods or facilities, to manage, control or discontinue in whole or in part the Employer's operations and, without restricting the generality of the foregoing, to determine the number of employees, schedule of activities, kinds and locations of machines and processes to be used and the scheduling and conducting of clinics and deliveries and the determination of their locations.
- (b) The Employer shall provide the Union with a copy of all Human Resources

policies and amendments thereto.

- (c) All rights reserved to the Employer are subject to the provisions of this collective agreement and shall be exercised in a manner consistent with the provisions of this collective agreement.
- (d) The functions of management shall be exercised in a fair and reasonable manner.

1.08 NO DISCRIMINATION

- (a) There shall be no discrimination, interference, harassment, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, demotion, classification, discipline, discharge or any other matter by reason of age, race, colour, national origin, political or religious affiliation, place of residence, sexual orientation, sex, marital status, membership or activity in the Union nor by reason of a mental or physical disability unless the disability reasonably precludes performance of the particular employment or activity.
- (b) The Union agrees that there will be no intimidation or coercion exercised with respect to any employees of the Employer who are employed outside the bargaining unit by any of its members or representatives properly acting on behalf of the Union.

1.09 NO PERSONAL OR SEXUAL HARASSMENT

The Employer and the Union recognize the right of employees to work in an environment free from personal and sexual harassment. The parties to this collective agreement shall be governed by the terms and conditions of the Employer's policy on harassment and nothing in this policy shall be deemed to limit the right of an employee to seek assistance from the provincial Human Rights Commission, under the *Employment Standards Act* or to grieve under this collective agreement.

1.10 TEMPORARY EMPLOYEES AND CASUAL EMPLOYEES

- (a) All rights, privileges, duties and responsibilities set out in the collective agreement, including Union membership, shall apply to all temporary employees and casual employees unless specifically excepted or modified by this collective agreement.

- (b) It is agreed that a temporary employee effectively receives notice of the discontinuance of her/his employment when she/he is hired or appointed to a temporary position and, therefore, a temporary employee shall not be entitled to a notice period when her/his term of employment ends.
- (c) Prior to hiring a temporary employee or offering work to a casual employee the Employer shall ascertain whether such work can be offered to existing regular part time employees. Under no circumstances shall the Employer be obligated to offer overtime prior to the utilization of temporary employees and/or casual employees.
- (d) Temporary employees and casual employees shall not be subject to a probation period unless hired as a regular full time employee or regular part time employee. A temporary employee or casual employee may be dismissed for just cause or if she/he does not perform to reasonable work standards established by the Employer.
- (e) A temporary employee or casual employee shall not have the right to bump any other employee at the end of her/his appointment or if she/he is displaced by another employee. Temporary employees and casual employees shall have the right to apply for any job postings in accordance with Article 5.03.
- (f) A casual employee is expected to generally be available for work and refusal to respond without sufficient reason may result in the loss of employment.

ARTICLE 2 - GENERAL CONDITIONS

2.01 BULLETIN BOARDS

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

2.02 CORRESPONDENCE AND NOTICES

A copy of all correspondence between the parties shall be sent to the Union's office and to the Human Resources representative for Charlottetown.

2.03 PROBATIONARY EMPLOYEES

- (a) Every new employee hired regular full time shall initially be hired for a probationary period of sixty (60) shifts worked and every new employee hired regular part time shall initially be hired for a probationary period of four hundred and fifty (450) hours worked during which time the employee may be dismissed if the employee has not performed to the work standards established by the Employer. Such standards shall be reasonable for the work to be done and may include suitability and adaptability to the job. The Employer shall give reasons for dismissal in writing to any employee who does not successfully complete the probationary period. There shall be only one probationary period for each employee. An employee who undergoes a probationary period as a regular part time employee shall not undergo a probationary period if she/he becomes a regular full time employee. A regular full time employee who undergoes a probationary period shall not undergo a probationary period if she/he becomes a regular part time employee.
- (b) Notwithstanding anything else in this Article 2.03, the parties may agree to extend the probation of any employee.
- (c) An employee who changes classifications during the probationary period in one job must serve the probationary period set out in Article 2.03(a) in the new job before being declared as having satisfied the probationary period.
- (d) A regular part time employee who has not finished her/his probationary period and who moves to a full time position must undergo the probationary period not completed in the part time position. A regular full time employee who has not

finished her/his probationary period and who moves to a part time position must undergo the probationary period not completed in the full time position.

2.04 UNION WORK

- (a) Employees not included in the bargaining unit shall not perform work which, in essence, is the same as the work done by bargaining unit members except to the extent such work is also normally done by an employee who is not in the bargaining unit, in an emergency or special situation, and shall not, under any circumstances, do such work, that in itself, would lead to the reduction of regular hours or pay of a bargaining unit member or a reduction in the size of the bargaining unit.
- (b) The Employer will not use contractors or volunteers for bargaining unit work if such action results in a layoff or reduction of regular working hours.

2.05 LAYOFF, DISPLACEMENT AND RECALL

- (a) If it becomes necessary to displace or layoff an employee the Employer shall provide notice, in writing, to the employee affected and to the Union, at least three (3) months in advance. Employees shall be laid off in reverse order of bargaining unit seniority within the affected classification(s). The written notice shall include the reason(s) for the displacement or layoff and the Employer shall meet with the Union to discuss means of avoiding or minimizing the displacement or layoff. If the employee chooses to continue insured benefits, the Employer and the employee shall, for the first six (6) months on layoff, continue to pay their respective share of the premiums for the group insured benefit plans that the employee was enrolled in prior to layoff, subject to the provisions of the various plans. Thereafter, the employee shall be responsible for the full payment of premium costs, subject to the provisions of the various plans.
- (b) If it becomes necessary to make staff reductions in the bargaining unit, they shall first be carried out by attrition where it is possible to do so within a time period reasonably acceptable to the Employer, and only thereafter shall displacement or layoff be used.
- (c) Where displacement or layoff is necessary, the Employer and the Union shall meet to discuss means to minimize the effect of the displacement or layoff.
- (d) A displaced regular full time employee may bump any full time, part time or temporary employee within the bargaining unit with less seniority provided she/he has the qualifications and ability to do the job of that employee. A

displaced regular part time employee may bump any part time or temporary employee within the bargaining unit with less seniority provided she/he has the qualifications and ability to do the job of that employee. The employee who has been bumped will then become a displaced employee.

- (e) Notwithstanding Article 5.03(a), where a vacancy occurs within a classification in which employee(s) are on layoff, employee(s) laid off from that classification shall be recalled to such vacancy in order of seniority. In order to be recalled for temporary and casual work the employee must advise the Employer of her/his availability for work.
- (f) A laid off employee(s) shall be permitted to apply for vacancies in classifications other than her/his own in accordance with Article 5.
- (g) Temporary work of one (1) day or more shall extend the recall period by the length of time worked.
- (h) An employee on layoff shall not be required to accept a recall if she/he has an alternative employment opportunity or an education or training opportunity that would be interrupted or lost by a recall. However, if the recall is to a regular job with a rate of pay and hours of work equal to or better than the job from which she/he was laid off, then she/he must accept the recall or resign. An employee recalled for casual work or employment of a short duration at a time when she/he is employed elsewhere, shall not lose her/his recall rights for refusal to return to work.
- (i) A laid off or displaced employee may choose to displace another employee in accordance with Article 2.05(d) or to accept a layoff.
- (j) No new employee will be hired within the bargaining unit until all laid off employees are given the opportunity, in order of seniority, to fill the job either by recall or application and provided they have the qualifications and ability to do the job.
- (k) Notice of recall shall be by certified mail or personal delivery and it shall be the employee's responsibility to keep the Employer advised of her/his most recent address. An employee who is recalled to a regular position shall have seven (7) calendar days from the date of receipt of such notice to advise the Employer of her/his intention to return to work or she/he shall lose her/his seniority and employment. Unless the employee agrees to return to work earlier, the employee shall be provided with a minimum of two (2) weeks' notice of the recall date.
- (l) Voluntary Termination
Concurrent with issuing layoff notification to employees, the Employer shall

consider requests from employees in the affected classification(s) and department(s) to voluntarily terminate their employment in the following manner:

- i. The Employer will canvas employees in the affected classification(s) and department(s) to determine whether any of those employees request to voluntarily terminate employment with the Employer.
- ii. The Employer shall grant requests for voluntary termination in seniority order, providing that operational requirements are maintained to the satisfaction of the Employer. Should the Employer grant the request, the employee shall forfeit her/his right to notice and shall be eligible for a severance payment equal to two (2) weeks' pay per year of continuous service to a maximum of twenty-six (26) weeks' pay, pro-rated for regular part-time employees.
- iii. If the required number of employees are not terminated pursuant to Article 2.05(l) ii above, then all other provisions of Article 2.05 shall apply.
- iv. It is also understood and agreed that acceptance of payment under Article 2.05(l) constitutes a termination of employment and is a waiver of recall rights and all other payments under Article 2.05.

2.06 SEVERANCE ALLOWANCE

- (a) Regular full time employees with greater than one (1) year's service who waive recall rights in accordance with Article 2.05 above, shall receive a severance payment equal to two (2) week's of regular earnings for each year of service, including partial years of service to a maximum of twenty-six (26) weeks, such allowance to be pro-rated with respect to regular part time employees.
- (b) For the purpose of calculating (a) above, partial years of service shall be pro-rated based on completed months of service (i.e. yearly entitlement [exclusive of overtime] / 12 x completed months of employment). Such amount shall be calculated at the rate of pay the employee is in receipt of at the time of severance.
- (c) It is expressly understood that acceptance of a severance payment under this provision constitutes a termination of employment and is a waiver of recall rights.

2.07 WRITTEN ASSESSMENTS AND EMPLOYEE'S FILE

- (a) When any written assessment is made with respect to an employee, a true copy of the written assessment shall be given to the assessed employee in order that

she/he may be aware of her/his records and also to give the employee an opportunity to object, comment or respond if she/he so wishes.

- (b) If anything is placed on an employee's file the employee shall have the right to a copy of it and the right to reply in writing and such reply shall become part of the employee's record. No adverse comment, warning or negative criticism will be placed on an employee's file prior to the employee being provided with a copy.
- (c) An employee shall have the right at any time, with reasonable notice and providing operational requirements permit, to see her/his complete personnel file, including all files which may affect an employee's employment, wherever kept, during business hours and shall be permitted to respond in writing to anything in the file whether or not she/he has previously responded and such response shall become part of the employee's file. The employee shall be permitted, at her/his own expense, to make a copy of the entire file and from time to time as required, may copy any additional information that may be added and of which she/he has not already been provided a true copy. With the employee's permission, a Union representative may accompany her/him for the purpose of reviewing file contents.
- (d) Any adverse comment, warning, or negative criticism shall be removed from an employee's file(s), and shall not be used against her/him, twelve (12) months from the date of occurrence provided the employee has been discipline free for that twelve (12) month period. The twelve (12) month period shall be extended for any period of absence in excess of thirty (30) days. Upon specific request this shall also apply to files which existed on bargaining unit members prior to the signing of this collective agreement. Incident reports are used for the purpose of training and correcting errors and are not considered disciplinary.

2.08 DISCIPLINE

- (a) Subject to Article 2.03(a), no employee shall be dismissed, suspended or otherwise disciplined without just cause.
- (b) Before meeting with an employee for the purpose of investigation or imposing discipline, the Employer shall provide details of any matter to be discussed to the employee and to the Union at least twenty-four (24) hours in advance unless a shorter period is agreed.
- (c) Any employee who is disciplined shall be notified in writing of the action with reasons and a copy of the letter shall be provided to the Union.
- (d) A letter of discipline shall include particulars of the work performance or other event which led to the discipline.

- (e) A record of discipline or unsatisfactory performance shall be removed from the employee's record and shall not be used against the employee after twelve (12) months following the disciplinary action, provided the employee has been discipline free for that twelve (12) month period. Annual performance appraisals, provided they do not make reference to disciplinary matters, may remain permanently on an employee's file.

2.09 LIABILITY INDEMNIFICATION

The Employer will indemnify and save harmless employees from any liability action arising from the performance of their duties for the Employer provided any employee named in a claim has acted in good faith. The Employer will assume all costs, legal fees and expenses of the employee arising from such action.

2.10 WITHDRAWAL OF RESIGNATION

An employee who resigns from employment with the Employer shall be entitled to withdraw her/his resignation within two (2) working days of having submitted the resignation.

2.11 EMPLOYEE ASSISTANCE PROGRAM (EAP)

Any employee who voluntarily participates in such a program shall not be required to provide private or confidential information of any kind to the Employer. The Employer may, where warranted, refer an employee to an EAP or counselling program and reserves the right to discipline for performance issues but shall not discipline for failure to attend the program.

2.12 CLOTHING AND PROTECTIVE CLOTHING

- (a) If the Employer requires an employee to wear a uniform, such uniform shall be provided by the Employer. The Employer shall bear the full cost of initial alterations.
- (b) During the probationary period an employee shall not be required to wear the required clothing or uniform unless the Employer provides it in accordance with Article 2.12(a).
- (c) In cases of pregnancy or changes in weight due to medical reasons, the

Employer shall pay for the cost of alterations to the items provided pursuant to Article 2.12(a) or make other arrangements that are deemed necessary.

- (d) Uniforms provided by the Employer remain the property of the Employer.
- (e) If the Employer requires that protective clothing or equipment be worn by an employee, or such protective clothing or equipment is required by the *Occupational Health and Safety Act* of Prince Edward Island, the Employer shall provide same.

2.13 ACCOMMODATION

- (a) The Employer shall provide mutually suitable lodging in the area for employees who are required to travel and remain away overnight, subject to the availability of lodging in the local area.
- (b) No more than two (2) employees will be booked into any one room.
- (c) The Employer shall provide employees required to remain away overnight with hotel or motel accommodations that provide meal service whenever possible.

2.14 TRANSPORTATION

- (a) No employee shall be required to use her/his own vehicle for the Employer's purposes unless there is reasonable cause to do so.
- (b) No employee shall be required to use her/his own vehicle for the Employer's purposes unless she/he accepts a position for which such a requirement exists.
- (c) If any position requires an employee to use her/his own vehicle in order to carry out her/his duties, the compensation for such requirement will be subject to negotiation between the Employer and the Union. If the parties cannot reach agreement the matter may be referred to arbitration.

2.15 MOBILES

- (a) Proper accommodation shall be provided, where possible, for employees on mobile clinics to eat meals and to store and change clothes.
- (b) The Employer shall impress upon volunteer clinic organizers the importance of providing suitable changing facilities, rest areas and work areas. Suitable

changing facilities shall be clean, enclosed and private. Where suitable changing facilities are not available, clinic clothing or uniforms may be worn to and from the clinic site.

- (c) The Employer shall endeavour to ensure that clinic work and rest sites are maintained at reasonable temperatures.
- (d) Transportation shall be provided to an employee who becomes sick or unfit to work while on a mobile clinic at the expense of the Employer, subject to the advice of a local physician where appropriate, to send the employee for medical care and home. The Employer shall, at its own expense, provide a replacement for the absent employee in this event, provided that the manager or her/his designate determines that a replacement is necessary and, further provided, that a replacement is available.

ARTICLE 3 - UNION SECURITY

3.01 MEMBERSHIP AND CHECK-OFF

All employees shall, as a condition of employment and continued employment, join and maintain membership in the Union and shall irrevocably authorize the Employer to deduct and forward to the Union, all initiation fees, dues, assessments, benefits payments and arrears that are required to be paid to the Union. The Union shall provide a minimum of sixty (60) days notice of any changes to the amounts to be deducted.

3.02 DEDUCTIONS MADE BY EMPLOYER

The Employer shall make the deductions set out in Article 3.01 from each pay of each employee and shall promptly transmit them to the Union by cheque or to the account of the Union by direct deposit after deduction. A statement of the deposit shall, at the same time, be sent to the Union office and shall be accompanied by a list of the employees from whom deductions have been made.

3.03 TEMPORARY POSITION OUTSIDE BARGAINING UNIT

- (a) An employee temporarily promoted or transferred to a position beyond the scope of this collective agreement shall:
- (1) retain and accumulate seniority; and
 - (2) continue to pay all Union deductions directly to the Union; and
 - (3) be entitled to, in accordance with the collective agreement, grieve any discipline; apply for bargaining unit positions; participate in group benefit plans; accrue and receive vacation and sick leave; and suffer no loss of previously accrued entitlements.
- (b) No Employee shall be placed in a non-bargaining unit position without her/his consent.

- (c) The Employer shall promptly give the Union written notice of such promotion or transfer including the expected duration of the promotion or transfer.
- (d) A bargaining unit member acting in a non-bargaining unit position shall not be entitled to work bargaining unit overtime work until after she/he is back in her/his regular bargaining unit position unless there is no other qualified employee willing or available to work.

3.04 INFORMATION ON BARGAINING UNIT EMPLOYEES

Upon request, to a maximum of twice per calendar year, the Employer shall provide the Union, with a list of employees in the bargaining unit, together with their position title, full name, employee number, date of hire, full mailing address, work and home telephone numbers, hourly wage and pay plan step. This information shall be provided in an electronic form agreed upon by the Union and the Employer. In addition, the Employer shall provide this information for each new employee hired promptly following the hiring.

3.05 SAVE HARMLESS

The Union shall save the Employer harmless from any claims or demands arising as a result of the Employer acting in compliance with the requirements of Article 3.

ARTICLE 4 - SENIORITY

4.01 DEFINITION

Seniority for employees who are employed with the Employer on the date of ratification of this collective agreement shall be the length of service with the Employer. Seniority for employees hired after the date of ratification of this collective agreement is the last length of service in the bargaining unit. Temporary employees and casual employees shall not accrue seniority.

4.02 SENIORITY AND CLASSIFICATION LIST

A seniority and classification list shall be posted not later than the last day of April of each year and a copy shall be given to the Union.

4.03 LOSS OF SENIORITY

An employee shall not lose seniority rights or seniority if she/he is absent from work because of sickness or disability, accident or leave approved by the Employer or authorized by the collective agreement. An employee shall only lose seniority if she/he:

- (a) is discharged for just cause and is not reinstated;
- (b) resigns and has not withdrawn her/his resignation in accordance with Article 2.10;
- (c) retires;
- (d) is absent from work in excess of three (3) scheduled shifts without sufficient cause and without notifying the Employer unless such notice was not reasonably possible;
- (e) accepts a permanent position outside the scope of the bargaining unit after completion of the period set out in Article 5.06(e);
- (f) is laid off for a period longer than twelve (12) months.

4.04 SENIORITY WHILE ON LEAVE

An employee shall continue to accrue seniority while on paid leave or benefit leave, including but not limited to: paid sick leave, time waiting to be eligible for Long Term Disability and for the first twenty-four (24) months in receipt of LTD benefits or Workers' Compensation benefits, Union leave, whether paid by the Employer or the Union, maternity leave, parental leave, compassionate leave and all other leaves provided for in Article 14 unless otherwise specified. When seniority, pursuant to a leave provision of this collective agreement, ceases to accrue, the employee shall retain but not further accrue seniority.

ARTICLE 5 - VACANCIES, APPOINTMENTS PROMOTIONS AND TRANSFERS

5.01 APPLICATION OF SENIORITY

- (a) Both parties recognize:
 - (1) the principle of promotion and transfer within the service of the Employer
 - (2) that, subject to having the required qualifications, opportunity for promotion and transfer should increase in proportion to amount of seniority.
- (b) Appointments to vacant positions shall be made on the basis of seniority where qualifications are sufficient for the requirements of the position as posted.
- (c) In determining the sufficiency of the qualifications of any applicant, the Employer shall not be unreasonable in its decision.
- (d) Where the parties agree, consideration may be given to an applicant who does not possess the necessary qualifications but who is expected to achieve such qualifications in a period of time acceptable to the Employer. In such cases the parties may agree to place such employee into a vacancy on a temporary basis pending the achievement of the necessary qualifications. Should the employee fail to achieve the necessary qualifications in the acceptable time, she/he shall be returned to her/his previous position. Any other employee promoted, transferred or appointed because of the rearrangement of positions shall also be returned to her/his former position or status in a similar manner.

5.02 APPOINTMENT

Appointments from within NSUPE Local 19 shall be made within five (5) weeks after the closing date for applications as long as there are qualified applicants and the name of the successful applicant(s) shall be posted on the bulletin boards and copied to the Union.

5.03 JOB POSTINGS

- (a) When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on the bulletin board and on the Canadian Blood Services Intranet for a period of seven (7) calendar days.

- (b) Qualified applicants from among regular employees from within the bargaining unit shall be considered and fully processed before applications from temporary employees or casual employees from within the bargaining unit and/or external applicants. Applications from among temporary employees and casual employees within the bargaining unit shall be considered and fully processed before applications from external applicants.
- (c) When a part time position becomes vacant the Employer will, before posting the position, assess whether the hours for the position can be reasonably assigned to incumbent part time employees.
- (d) Nothing in this Article shall prevent the Employer from hiring from outside the bargaining unit where no applicants from within the bargaining unit possess the required skills, ability or qualifications for the vacancy.

5.04 OUTSIDE ADVERTISING

The Employer may place an outside advertisement for any vacancy within the bargaining unit concurrent with the posting provision noted in Article 5.03.

5.05 INFORMATION IN POSTINGS

The notice and posting referred to in Article 5.03 shall identify the position as being in the bargaining unit and shall contain all relevant information, including but not limited to, a copy of the job description or duty list where available, qualifications, specifications, job title, salary range, work location, classification and whether the position is full time or part time.

5.06 TRIAL PERIOD

- (a) The successful applicant for any job in a promotion, transfer or appointment within the bargaining unit, shall have a trial period of four hundred and fifty (450) regular hours worked under appropriate direction to establish her/his ability to perform the duties of the position.
- (b) Conditional on successful completion of the trial period, the promotion, transfer or appointment shall become permanent.
- (c) In the event the member, during the trial period as noted in Article 5.06(a) above, proves unsatisfactory in the position or states in writing that she/he wishes to

return to her/his former job or status, she/he shall be returned to her/his former position or status without loss of seniority and at a wage or salary not less than she/he was previously paid for that position.

- (d) Any other employee promoted, transferred or appointed because of the rearrangement of positions shall also be returned to her/his former position or status in a similar manner.
- (e) In the case of a promotion, transfer or appointment to a non-bargaining unit position, the successful applicant shall have up to twenty-eight (28) calendar days to determine if she/he wishes to return to the bargaining unit and retain her/his seniority. The employee may also return to the bargaining unit and retain her/his seniority if the Employer determines she/he is unsatisfactory in the position and returns her/him to the bargaining unit within eighty-four (84) calendar days.

5.07 UNION NOTIFICATION

The Union shall be notified, by the Employer, of all bargaining unit appointments, hirings, promotions, transfers and terminations within two (2) weeks of same.

5.08 TEMPORARY APPOINTMENT

Where it is deemed necessary to fill a temporary vacancy the Employer will endeavour to fill it with a regular part time employee who is qualified and available for the classification, in order of seniority before being offered to non-bargaining unit employees. The employment status of the part time employee will not be changed.

5.09 TRAINING

- (a) The Employer shall implement a system of on-the-job training so that every employee will have the opportunity to receive training necessary for her/his position, in a timely manner, subject to operational limitations.
- (b) Employees assigned by the Employer to training duties shall be paid a premium of one dollar (\$1.00) an hour, for any time they are preparing for training or conducting training. Training shall mean instruction or demonstration of matters that require a sign off on training records or retraining.
- (c) A Phlebotomist who has successfully completed the employer's training course

shall be issued a certificate to that effect.

5.10 EMPLOYEE CONSENT

No employee will be transferred, promoted or appointed to a position without her/his consent.

ARTICLE 6 - PAY AND CLASSIFICATIONS

6.01 PAY RATES AND METHOD OF PAY

- (a) The Employer agrees to pay and the Union agrees to accept the job classifications and wage rates as set out in Appendix "A" attached hereto and which form a part of this collective agreement. Full time employees shall be paid their full bi-weekly pay even if, through no fault of their own, they have been scheduled to work less than the regular hours specified in Article 7. This guarantee shall be reduced by the hours of any paid holidays that occur during the bi-weekly period. Part time employees shall be paid at the straight time rate for the regular hours worked.
- (b) Each full time employee shall receive an increment Step increase on each annual anniversary date following hiring until the employee reaches the maximum rate of the classification.
- (c) Each part time employee shall receive an increment Step increase for, the later of each one thousand nine hundred and fifty (1950) paid hours or on a date twelve (12) months since last having received an annual increment Step increase or since her/his date of hire, as the case may be, until the employee reaches the maximum rate of the classification. When a part time employee becomes a full time employee her/his next annual increment Step increase shall be calculated in the same manner as set out above for part time employees and thereafter shall be calculated as a full time employee.
- (d) A temporary employee or casual employee shall receive an increment Step increase for each one thousand nine hundred and fifty (1950) paid straight time hours. When a temporary employee or casual employee becomes a regular full time employee or a regular part time employee, her/his next increment Step increase shall be calculated in the same manner as set out for temporary employees and casual employees and thereafter shall be calculated as a regular part time employee or as a regular full time employee as appropriate.
- (e) Employees shall be paid bi-weekly by direct payroll deposit and shall have available to them, no later than Friday of pay week, a statement showing all amounts paid and deducted for the period, the year to date amounts paid and deducted, and the reasons therefore.
- (f) The amount of annual Union dues shall be included on each employee's T-4 form (or equivalent) in the space provided. If no space is provided for the deduction a separate statement shall be provided by the Employer.

- (g) When a payday falls on a holiday, payment shall be made on the last prior banking day.
- (h) When an employee is awarded a higher paying position within the bargaining unit, that employee shall be assigned the Step in the new salary range that is next higher than the employee's previous rate.

6.02 ASSIGNMENT TO LOWER PAID CLASSIFICATION

Any employee temporarily assigned a lower paid classification than her/his own shall be paid at her/his regular rate of pay.

6.03 ASSIGNMENT TO HIGHER PAID CLASSIFICATION

When an employee is temporarily assigned to perform the work of a higher paid classification than her/his own, within the bargaining unit, where such work is not work performed by her/his regular classification, she/he shall be paid the rate in the salary range which is next higher than her/his previous rate.

6.04 CALCULATION OF PAY FOR PAID LEAVE

- (a) A full time employee shall be paid for seven and one-half (7.5) hours each day the employee is on paid leave.
- (b) A part time or temporary employee on paid leave shall be paid based on the posted scheduled straight time hours of work for the employee provided that if the employee's leave continues beyond the posted scheduled hours of work and, because of her/his paid leave, no further hours are scheduled, payment shall be based on the weekly average number of straight time hours paid to the employee in the twenty (20) calendar week period immediately preceding the leave.

6.05 CREATION OF NEW POSITIONS

- (a) If the Employer creates a new classification to be included in Appendix "A", it shall establish the job description and wage rate and give written notice to the Union of the wage rate.
- (b) If the Union objects within thirty (30) days of receipt of the written notice of the wage rate from the Employer, the objection shall become the basis of a meeting

between representatives of the Union and representatives of the Employer. Should the meeting result in a revision to the wage rate, the rate shall be retroactive to the date of implementation of the new classification unless otherwise mutually agreed.

- (c) Failing resolution of the objection, the matter may be referred directly to arbitration in accordance with Article 20 of the collective agreement.

6.06 SHIFT AND WEEKEND PREMIUMS

- (a) An employee shall be paid a shift premium of one dollar (\$1.00) for each hour or portion thereof, for work performed between 1900 on any day and 0600 on the next day.
- (b) An employee shall be paid a weekend premium of one dollar (\$1.00) for each hour or portion thereof, for work performed between the hours of 2400 (midnight) on a Friday and 2400 (midnight) on a Sunday.
- (c) An employee shall receive shift and weekend premium pay for the same hours worked when she/he is eligible for both premiums.
- (d) Shift and weekend premiums shall not form part of the base rate.

ARTICLE 7 - WORKING HOURS

7.01 REGULAR HOURS

- (a) The regular hours of work for full time employees shall be seventy-five (75) hours in a bi-weekly pay period.
- (b) Part time employees may be scheduled to work less than seventy-five (75) regular hours in a pay period but on any day the employee works, she/he shall be paid no less than four (4) hours a day. Additionally:
 - (i) The Employer shall provide regular part time employees, upon employment, with a letter stating the minimum number of hours of work for which they will be scheduled bi-weekly, averaged over four (4) pay periods.
 - (ii) An employee shall be paid her minimum number of hours of work for the averaging period, however, such payment shall be reduced by the number of hours resulting from an unpaid leave of absence, and/or an employee initiated change to the schedule including, but not limited to, shift exchanges, shift giveaways, etc.
 - (iii) In the event that a regular part time employee's minimum scheduled hours of work are to be reduced on a regular and continuing basis, such reduction shall be done in reverse order of seniority among employees with the same minimum hours. An employee who chooses to not accept such reduced hours shall be deemed to be laid off and shall have access to the provisions of Articles 2.05(d), 2.05(i) or Article 2.06
 - (iv) If relief hours become available they may be offered first to employees who have not been scheduled for their minimum and such shall not be considered a violation of Article 7.06.
- (e) Working hours shall be continuous and there shall be no split shifts. Where a part time employee agrees to work two (2) shifts separated by more than a meal break, it shall not constitute a split shift.

7.02 WORK SCHEDULE

- (a) The hours and days of each employee shall be posted in the work place at least four (4) weeks in advance. The second two (2) weeks on the schedule are

tentative and may be changed by the Employer if necessary. Except for occasions of cancellation of clinics beyond the control of the Employer or staff replacement, the first two (2) weeks on the schedule shall not be altered or changed without the consent of the employee. Where work is cancelled, the clinic is closed or working hours are shortened:

- (i) full time employees shall suffer no loss of pay on the day work is cancelled;
 - (ii) if a part time employee is called and advised not to attend at work, she/he shall be paid for a minimum of three (3) hours;
 - (iii) if a part time employee is notified of the cancellation upon arriving at work and permitted to return home, she/he shall be paid for her/his scheduled hours;
 - (iv) if a part time employee reports for work and her/his hours are changed, she/he shall be paid the greater of the hours first scheduled and the hours actually worked.
- (b) Where the schedule is changed because of staff replacement, a part time employee shall be paid the greater of the hours first scheduled or the hours actually worked.
 - (c) It is understood that any change in days off initiated by an employee and approved by the Employer, shall not result in overtime costs.
 - (d) A request for time off shall normally be made at least two (2) weeks prior to the confirmed schedule.

7.03 REST PERIODS

Rest periods shall be fifteen (15) consecutive minutes. Employees shall be permitted the following:

- (a) For shifts of four (4) hours or more but less than seven and one-half (7.5) hours, one (1) paid rest period.
- (b) For shifts of seven and one-half (7.5) hours, two (2) paid rest periods, one (1) prior to the unpaid meal period and one (1) after the unpaid meal period, unless, by mutual agreement, a rest period is taken at a different time. The Employer shall make reasonable efforts to schedule such rest periods which fall within a clinic time, during the actual clinic operation.

- (c) For shifts of more than seven and one-half (7.5) hours, two (2) paid rest periods for the initial seven and one-half (7.5) hours worked as contemplated by 7.03(b) above, and one (1) paid rest period for every subsequent three and one-half (3.5) hours worked or reasonably foreseen to be worked. The Employer shall make reasonable efforts to schedule such additional breaks within the three and one-half (3.5) hour period.
- (d) If it is not reasonably possible to schedule a rest period during the working hours, it shall be added to the end of the shift. However, if a rest period is offered to an employee and the employee refuses to take it, that rest period shall not be added to the end of the shift nor shall it be paid.
- (e) Unless mutually agreed otherwise, a thirty (30) to sixty (60) minute unpaid meal period shall be provided to each employee during each shift of five (5) hours or longer. Where the shift is in excess of twelve (12) hours, a second thirty (30) to sixty (60) minute unpaid meal period shall be provided to each employee.

7.04 NOTICE FOR EMERGENCY CLINICS

The Employer shall provide employees with as much notice as possible for emergency Clinics.

7.05 DAYS OF REST

Employees shall receive four (4) days of rest in each bi-weekly pay period. Two (2) of the days of rest shall be consecutive and the Employer shall make reasonable efforts to schedule the other two (2) days consecutively. Notwithstanding Article 8.02(b), the Employer may offer work on days of rest to part time employees at the straight time rate and the part time employee may accept such work.

7.06 RELIEF HOURS

The Employer shall offer part time employees, on a seniority basis, additional hours that become available, subject to the employee's availability, operational requirements and premium or overtime costs. If an employee has not responded to the Employer's offer of additional hours within a reasonable time in the circumstances of when the hours are to be worked, the Employer may go to the next most senior employee and offer the hours.

7.07 REST PERIOD FOLLOWING CLINIC

Whenever possible, employees shall receive a rest period of at least ten (10) hours between the cessation of work on a clinic and the commencement of work on the next shift,. This rest period shall be exclusive of travel time. Failure to provide a ten (10) hour rest period shall require the Employer to pay the employee one and one-half times (1.5X) her/his regular rate for the difference in the time of the rest period and the time of commencement of work.

7.08 CLINIC HOURS

The Employer shall provide the Union with at least thirty (30) calendar days notice of a reduction in the regular clinic hours. The Employer shall provide the Union with opportunity during this period to present a case for avoiding or minimizing the reduction.

ARTICLE 8 - OVERTIME

8.01 DISTRIBUTION OF OVERTIME

Where the Employer is offering work that will be paid at overtime rates, the work, where possible, shall be distributed equitably among employees in the classification who are qualified and available to perform the work. Where no employee from within the classification is available to work and the Employer decides to have that work done, it shall then be offered equitably to other bargaining unit members who are qualified and available to do the work.

8.02 TIME AND ONE-HALF AND DOUBLE TIME

- (a) All work performed in excess of seventy-five (75) straight time hours in a bi-weekly pay period shall be compensated at one and one-half times (1.5X) the regular rate of pay.
- (b) An employee who works on her/his scheduled day of rest shall be compensated at one and one-half times (1.5X) the regular rate for all hours worked on such day. Notwithstanding the foregoing, the employee shall be compensated at double time (2X) for work performed on subsequent consecutive scheduled days of rest within the pay period. Notwithstanding the foregoing, an employee may agree to work her/his scheduled days of rest at the regular rate of pay, up to seventy-five (75) hours in a pay period, if she/he is working the days of rest in order to achieve seventy-five (75) hours in that pay period.

8.03 MAXIMUM WORKING HOURS

Except for emergencies, no employee shall be required or permitted to work in excess of sixteen (16) consecutive hours. After sixteen (16) hours an employee shall be given at least an eight (8) hour rest period and shall be paid for any regular working hours which fall within this rest period at her/his regular straight time rate.

8.04 TIME OFF IN LIEU OF OVERTIME PAY

An employee may bank earned overtime to a maximum of thirty-seven and one-half (37.5) hours. In lieu of payment for overtime banked an employee may

choose to receive time off from her/his overtime bank, at a time mutually agreed upon by the employee and the Employer. If such time off cannot be mutually agreed upon, the employee shall be paid the overtime. The Employer shall not unreasonably refuse an employee's requested time off in lieu.

ARTICLE 9 - MEAL ALLOWANCE

9.01 MEAL ALLOWANCE RATE

When applicable the Employer shall pay a meal allowance as follows:

Breakfast	\$ 7.70
Lunch	\$11.00
Dinner	\$16.50

Notwithstanding the above, when an employee travels to perform work that is not related to the organizing or operation of a clinic, she/he shall be paid at the corporate travel meal rates.

9.02 MEAL ALLOWANCE PAYABLE

- (a) Employees shall be paid meal allowance for meals on overnight clinics and on clinics outside the City of Charlottetown provided that on the day employees return from the clinic, a meal allowance will only be paid for dinner if they return to the Centre after 5:00 p.m.
- (b) Employees working on mobile clinics within the City of Charlottetown when the work encompasses both the lunch and dinner periods and work is performed beyond the second meal period, shall be paid the dinner allowance set out in Article 9.01 for the second meal period.
- (c) Where no notice has been given to an employee prior to the commencement of her/his scheduled work day that the work day will be extended to encompass a second meal period and work is performed beyond the second meal period, that employee shall be paid a meal allowance in accordance with Article 9.01 for the dinner.

ARTICLE 10 - CALL BACK PAY AND STAND-BY PAY

10.01 TIME WORKED

When an employee is called for duty outside her/his regular hours of work calculation of time worked shall be made from the time the employee reports for work.

10.02 MINIMUM PAY

- (a) An employee required to report for duty after completing her/his regularly scheduled shift and prior to the commencement of her/his next regularly scheduled shift shall be guaranteed a minimum of three (3) hours pay at one and one-half times (1.5X) the regular rate or at double time (2X) the regular rate if double time (2X) would normally be paid for such hours except when the work is contiguous with the employee's scheduled shift in which case she/he shall be paid at the appropriate premium rate until the commencement of her/his shift. When an employee experiences a second call back within the three (3) hour minimum, this will not initiate a new call back period.
- (b) Notwithstanding Article 10.02(a), a part time employee offered extra hours shall be guaranteed a minimum of three (3) hours pay at her/his applicable rate of pay except when the work is contiguous with the employee's scheduled shift.

10.03 COST OF TRAVEL

When an employee is called back to work in accordance with Article 10.02(a) she/he shall be provided, by the Employer, with taxi service to and from the place of employment to a maximum of twenty-five (25) kilometres each way. If the employee chooses to provide her/his own transportation the Employer shall pay the employee at the prevailing corporate mileage rate paid to management from her/his place of residence to the Centre or place of work and back to her/his place of residence to a maximum of fifty (50) kilometres each way.

10.04 STAND-BY

- (a) Stand-by shall refer to any period of time when an employee is not scheduled to work and during which she/he must be available to work without undue delay.

- (b) When an employee is on stand-by the Employer shall provide, at no cost to the employee, a pager or mobile telephone. Employees may exchange stand-by shifts with prior notice to the Employer. Where operationally feasible, no employee shall be required to be on stand-by for more than seven (7) consecutive days, with the following seven (7) consecutive days off stand-by, unless with the prior consent of the employee. An employee on stand-by shall be paid two dollars (\$2.00) an hour for each hour the employee is on stand-by and not in receipt of her/his regular rate of pay.

ARTICLE 11- HOLIDAYS

11.01 HOLIDAYS

The holidays shall be:

New Year's Day

Islander Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Civic Holiday or other August holiday as agreed by the parties

Labour Day

Thanksgiving Day

Remembrance Day

one-half (0.5) day on the last working day before Christmas day

Christmas Day

Boxing Day

one-half (0.5) day on the last working day before New Year's day

And any other day proclaimed as a statutory paid holiday by the Government of Canada, Government of Prince Edward Island, or by the City of Charlottetown.

11.02 HOLIDAY PAY

- (a) Regular full time employees shall be paid for seven and one-half (7.5) hours at their regular rate of pay for the holidays that are listed in Article 11.01.
- (b) Regular part time employees shall be paid for the holidays listed in Article 11.01 on a proportionate basis, based on their average daily paid regular hours during the four (4) week period immediately preceding the holiday.
- (c) Temporary employees and casual employees shall be paid four and eighty-eight one hundredths percent (4.88%) of regular pay on each pay, in lieu of paid holidays.
- (d) In order to qualify for payment on a designated paid holiday an employee must work her/his last scheduled working day immediately prior to the paid holiday and her/his first scheduled working day immediately following the paid holiday unless the employee's absence is due to vacation, sick leave, authorized leave of absence with pay or is scheduled off by the Employer.

11.03 WORK ON A HOLIDAY

- (a) Any work performed up to the greater of seven and one-half (7.5) hours or an employee's scheduled hours on a day designated as a holiday shall be paid for at the rate of one and one-half times (1.5X) the employee's regular rate of pay. Any work performed beyond the greater of seven and one-half (7.5) hours or an employee's scheduled hours on a day designated as a holiday shall be paid at a rate of two times (2X) the employee's regular rate of pay.
- (b) An employee who works on a holiday shall be permitted to take time off in lieu of the holiday pay set out in Article 11.03(a) at the appropriate rate or may be paid for the holiday. Such time off shall be mutually agreed between the Employer and the employee. The employee shall notify the Employer of her/his decision to take time off prior to the payroll processing cutoff.
- (c) An employee who works on any of the holidays listed in Article 11.01 shall receive pay as described in Article 11.03(a) in addition to pay as described in Article 11.02(a) or Article 11.02(b).

11.04 HOLIDAY ON DAY OFF AND DESIGNATED DAY

- (a) When a holiday listed in Article 11.01 falls on or is observed on a regular full time employee's scheduled day off and she/he is not required to work on that day, she/he will receive another day off with pay in lieu. If another day off cannot be scheduled by the Employer, the employee shall be paid for seven and one-half (7.5) hours at her/his straight time hourly rate except for the half (0.5) holidays when she/he shall be paid for three and three-quarter (3.75) hours.
- (b) When a holiday(s) listed in Article 11.01 falls on a Saturday or a Sunday the Employer shall designate either the immediately preceding Friday or the immediately following Monday as the holiday.

11.05 HOLIDAY DURING VACATION

If a holiday included in Article 11.01 falls or is observed during an employee's vacation that day shall be considered the holiday and the employee shall receive an additional vacation day which shall be taken at a mutually agreed time.

ARTICLE 12 - VACATIONS

12.01 VACATION YEAR AND VACATION DAY

The vacation year shall be the period from April 1 to the following March 31 inclusive. A vacation day for regular full time employees is defined as seven and one-half (7.5) hours.

12.02 VACATION ENTITLEMENT

- (1) **Regular full time employees** shall receive an annual vacation with pay in accordance with the following schedule. Employees who reach their employment anniversary date prior to the end of the vacation year shall have any increased vacation entitlement pro-rated from their anniversary dates to March 31st representing the end of that vacation year.
 - (a) Less than one (1) year of service - one and one-quarter (1.25) working days for each month or major part thereof of service.
 - (b) After one (1) year of service, employees shall be entitled to three (3) weeks, for a total of fifteen (15) working days, paid vacation.
 - (c) After four (4) years of service employees shall be entitled to four (4) weeks, for a total of twenty (20) working days, paid vacation.
 - (d) After ten (10) years of service employees shall be entitled to five (5) weeks, for a total of twenty-five (25) working days, paid vacation.
 - (e) After twenty-five (25) years of service, employees shall be entitled to six (6) weeks, for a total of thirty (30) working days, paid vacation.
- (2) **Regular part time employees** shall receive annual vacation with pay on a pro rata basis in accordance with Article 12.02(1).
- (3) **Temporary employees and casual employees** shall be paid on each pay cheque, six percent (6%) of regular earnings in lieu of paid vacation leave.

12.03 BEREAVEMENT DURING VACATION

If an employee on vacation is entitled to bereavement leave as specified in Article 14.01, the bereavement leave entitlement shall be substituted for vacation leave to the extent of the bereavement leave entitlement and shall not be considered vacation leave.

12.04 TIME FOR VACATION

- (a) Operational requirements permitting, and upon the request of the employee, an employee shall receive, consecutively or otherwise, up to two (2) weeks' vacation between the months of June 1st and September 30th. Upon request and where possible, a longer period of vacation may be granted by the Employer.
- (b) Vacation sign up lists shall be circulated by January 1st immediately preceding the vacation year in which the vacation is to be taken so that employees may indicate their preferred dates. The vacation lists shall be posted on March 1 by the Employer. Employees who do not indicate preferred dates for vacation before February 1 will be allocated vacation dates on a first come first served basis, subject to operational requirements, and the provision of seniority to resolve conflicts shall not apply unless two (2) or more employees apply at the same time.
- (c) If a conflict arises over the scheduling of vacations between two (2) or more employees and assuming there are no reasonable restrictions based on operational requirements, the issue shall be resolved using seniority as the determining factor provided, however, that where an employee requests two (2) or more vacation periods between June 1st and September 30th that employee may only use seniority to determine the issue in her/his favour, once in that June 1st to September 30th period.

12.05 VACATION PAY

An employee shall receive vacation pay at her/his regular rate or, if in a higher rated job for thirty (30) days or more immediately prior to vacation, at the higher rate.

12.06 VACATION CARRY OVER

Upon written request to the Employer, prior to December 15 of the current vacation year, the Employer shall permit an employee to carry over five (5) days of her/his vacation entitlement to the following vacation year. Any such carry over of vacation entitlement shall not be used between June 1 and September 30 of

the following vacation year. If at the end of a vacation year an employee has, for any reason, unused vacation leave that has not been carried over, it shall be carried forward to be taken at a time agreed upon by the employee and the Employer.

12.07 VACATION EXTENDED OR POSTPONED

An employee's vacation shall not usually be replaced for sick leave because of injury or illness occurring during the employee's vacation, however, the Employer, upon presentation of the circumstances, may at its discretion, replace for sick leave all or any part of an employee's vacation which has been or will be interrupted by injury or illness. Notwithstanding the foregoing, if the injury or illness occurs prior to the start of the employee's vacation, the vacation shall be postponed at the employee's option.

12.08 VACATION ON TERMINATION

An employee who terminates her/his employment and does not withdraw her/his resignation pursuant to Article 2.10 or who is terminated for any reason and is not later reinstated, or who retires, shall be entitled to pro-rated vacation pay calculated in accordance with Article 12.02.

12.09 NO WORK DURING VACATION

No employee shall be required to work during her/his scheduled vacation period and no changes shall be made to an employee's approved vacation schedule without the consent of that employee. However, if an employee is asked to work during any part of her/his vacation and agrees to do so, she/he shall be paid for that time at one and one-half times (1.5X) her/his regular rate and shall have that vacation leave rescheduled at a mutually agreed time.

ARTICLE 13- SICK LEAVE, WORKERS' COMPENSATION AND LONG TERM DISABILITY

13.01 SICK LEAVE ENTITLEMENT

- (a) Each regular employee shall be entitled to paid sick leave in the amounts specified in this Article 13, when, through sickness, the employee is unable to perform her/his work for the Employer and when the employee is absent from work because she/he was exposed to a contagious disease or is under examination or treatment by a physician, chiropractor, dentist or other medical practitioner. However, payment pursuant to Article 13.13 is payable for any period of absence which is compensable under the *Workers' Compensation Act*. All time absent from work pursuant to this Article 13 shall be deemed to be continuous employment for all purposes unless specifically excepted.
- (b) The Employer and the Union encourage employees to schedule medical appointments and tests outside working hours or on days off wherever possible.

13.02 SICK LEAVE PAY

Paid sick leave shall include regular earnings to which an employee would be entitled while at work only, and shall not include overtime, premiums, etc. An employee shall be paid sick leave benefits on the normal pay day. An employee shall be paid sick leave in accordance with Article 6.04.

13.03 MEDICAL CERTIFICATES

The Employer shall not unreasonably require a medical certificate. The Employer may, following an assessment of the circumstances in each case, require a medical certificate certifying that the employee was or is unable to carry out her/his duties due to sickness or injury, after an absence of three (3) consecutive scheduled days or if there is a pattern of absenteeism.

13.04 REPORTING ABSENCE AND RETURN

An employee shall report her/his absence from work due to sickness to her/his immediate supervisor as soon as reasonably possible. At this time the employee should, where possible, give an indication to the supervisor as to when she/he will be able to return to work.

13.05 SICK LEAVE RETAINED

When an employee is on leave of absence without pay she/he shall retain her/his accumulated sick leave if any but shall not accumulate further credits.

13.06 SICK LEAVE RECORD

A record of sick leave entitlement accumulated and sick leave used shall be kept by the Employer and a copy of this record shall be provided to the employee upon request and within a reasonable time period.

13.07 ACCUMULATION OF SICK LEAVE

- (a) The amount of sick leave credits an employee has at a particular date is based on the employee's length of continuous service in completed years to that date less any sick leave that the employee has taken in the previous five (5) year period.
- (b) Based on continuous service, sick leave credits will accrue to each employee as listed below:

Length of service	100% salary entitlement	75% salary entitlement	66 2/3 % salary entitlement
On the first calendar day after 3 months of 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	

- (c) A regular part time employee shall be entitled to sick leave credits in direct relation to her/his paid hours compared to that of a regular full time employee. There shall be no pro-rating of years of service.
- (d) **Less than seventy-five (75) days of sick leave credits.** If the employee has, through earlier use of sick leave, less than seventy-five (75) days of sick leave credits available at the time sick leave commences, additional sick leave credits at 66 2/3% will be provided, if required, to bring her/his total available sick leave

credits to a maximum of seventy-five (75) days.

- (e) **Reinstatement of sick leave credits.** When an employee returns to the full duties of her/his position at her/his regular hours for the work following a period of sick leave, sick leave credits up to a maximum of seventy-five (75) days at 66 2/3% pay will again be made available after the following intervals:
 - (i) one (1) month after return to active employment in the case of a new disability, or
 - (ii) three (3) months after return to active employment in the case of a recurrence of the same disability.
- (f) Sick leave credits made available pursuant to Articles 13.07(d) and (e) will not be accrued in the employee's sick leave bank for future use.

13.08 PART TIME EMPLOYEE ENTITLEMENT

A regular part time employee shall have access to utilize accrued sick leave credits for any shifts scheduled in advance of the sick leave. A regular part time employee who, as a result of sickness, is unavailable for work for any time period in excess of the posted schedule shall be entitled to use sick leave credits based on the average number of straight time hours paid to the employee in the twenty-six (26) week period immediately preceding the sick leave, until her/his sick leave credits are exhausted or she/he returns to work.

13.09 SICK LEAVE REDUCED

A deduction shall be made from accumulated sick leave of all normal working time absent and in receipt of sick leave pay.

13.10 PROBATIONARY EMPLOYEES

Probationary employees shall accumulate but shall not be permitted to use sick leave during the probation period.

13.11 TERMINATION OF SICK LEAVE BENEFITS

Upon termination of employment, all accumulated sick leave benefits shall be cancelled and no payment shall be due therefore.

13.12 JOB PROTECTION WHILE ILL

- (a) An employee who is or will be eligible for benefits under a Group Long Term Disability Plan (LTD) shall retain her/his right to her/his position for twenty-four (24) months after the first day on which she/he is eligible for LTD benefits. The Employer may fill the employee's position on a temporary basis during this time and any employee temporarily placed in a position because of the temporary rearrangement shall return to her/his regular position upon the return of the employee from her/his illness.
- (b) If an employee exhausts her/his sick leave benefits before the completion of the qualifying period for long term disability benefits the Employer shall continue all group benefit plan payments and pension plan payments provided the employee makes arrangements to continue payment of her/his share of such benefit plan and pension payments.

13.13 WORKERS' COMPENSATION

- (a) An employee temporarily prevented from performing regular duties because of an occupational sickness or injury that is covered by the *Workers' Compensation Act* shall continue to receive her/his regular wages and benefits from the Employer, less regular deductions, and shall assign the Workers' Compensation payment to the Employer. If a settlement decision is delayed and the period of absence is to exceed the employee's sick leave entitlement, the provisions of the Long Term Disability Plan are to be applied for by the employee.
- (b) The Employer shall ensure that all group benefit plan payments and pension plan payments in which the employee is normally enrolled are continued on the existing cost shared basis.
- (c) Any employee whose claim is refused by Workers' Compensation and who has received payment from the Employer based on such claim, shall have her/his available sick leave credits reduced by the number of hours paid to the employee. If the employee does not have sufficient sick leave credits, any amount paid in excess of available sick leave credits may be recovered from the employee.
- (d) The provisions of Article 13.12(a) shall apply in the same way with respect to employees in receipt of Workers Compensation benefits.
- (e) An employee who is injured while on duty or at a work location as a result of

work requirements and who is required to leave for treatment or is sent home as a result of the injury shall receive full pay for the remainder of the shift at the regular rate of pay and no deduction will be made from the employee's accumulated sick leave.

- (f) An employee who qualifies for payment pursuant to Article 13.13(e) shall receive pay, without deduction from accumulated sick leave, for time necessarily spent in further medical treatment of the injury during regularly scheduled working hours subsequent to the day of the injury.
- (g) Transportation to the nearest physician, medical centre or hospital, for an employee injured while on duty or at a work location as a result of work requirements, shall be at the expense of the Employer.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 BEREAVEMENT LEAVE

- (a) For the purposes of this Article 14.01:
- (i) Spouse includes common-law spouse and same sex spouse.
 - (ii) Child includes all child-parent relationships including, biological child, step-child, adopted child, foster child, ward and any person to whom the employee stands in *loco parentis*.
 - (iii) Parent includes all parent-child relationships including, biological parent, step-parent, adoptive parent, foster parent, guardian and any person who stands in *loco parentis* to the employee.
 - (iv) Sibling includes all sibling relationships including, biological sibling, step-sibling, sibling by adoption, foster sibling, and any other person who has a common parent with the employee.
 - (v) Grandparent includes, *mutatis mutandis*, the parent of an employee's parent and other generations.
 - (vi) Grandchild includes, *mutatis mutandis*, the child of an employee's child and other generations.
- (b) A regular employee shall be entitled to five (5) consecutive scheduled days leave of absence within a seven (7) day calendar period without loss of regular pay and fifteen (15) calendar days leave of absence without pay at the time of the death, funeral or memorial service of any one or more of her/his spouse, child, parent or sibling.
- (c) A regular employee shall be entitled to three (3) consecutive scheduled days leave of absence within a seven (7) day calendar period without loss of regular pay and ten (10) calendar days leave of absence without pay at the time of death, funeral or memorial service of any one or more of her/his grandparent, grandchild, parent-in-law or child-in-law.
- (d) A regular employee shall be entitled to one (1) scheduled day leave of absence without loss of pay and up to ten (10) calendar days without pay at the time of the death, funeral or memorial service of her/his aunt, uncle, niece, nephew, sister-in-law, brother-in-law or any relative who, until her/his death, resided with

the employee.

- (e) An employee shall be entitled to use vacation, time off in lieu of accumulated overtime, personal leave or other accumulated leave in the event of the death of a close friend or relative for which other bereavement leave is not otherwise provided.
- (f) In addition to the above, a maximum of two (2) consecutive working days with pay may be granted if overnight travel is required to attend the funeral or memorial service.

14.02 UNION LEAVE

- (a) Upon reasonable notice to the Employer, and operational requirements permitting, employees shall be entitled to leave of absence without pay to represent the Union at Conventions, to attend Executive and committee meetings of the Union or to attend to Union business. At the request of the Union, the Employer shall continue the employee's pay as if she/he were at work and shall bill the Union for the employee's pay. The Union shall reimburse the Employer within thirty (30) calendar days.
- (b) Upon reasonable notice by the Union, and operational requirements permitting, the Employer shall grant leave of absence to any employee for the purpose of working for the Union, or for any organization with which the Union is affiliated, if such period of leave is for a period of four (4) continuous calendar months or more, up to and including two (2) calendar years.
- (c) Pay includes all compensation, excluding overtime, to which an employee is entitled while at work. All seniority and service shall continue to accrue while an employee is on Union leave and an employee on Union leave shall retain employment status.
- (d) Requests for Union leave must be made in writing.

14.03 LEAVE FOR COLLECTIVE AGREEMENT ADMINISTRATION

Employees who are Union representatives and who are directly concerned with the matter, shall not suffer any loss in regular pay or benefits for time spent dealing with issues related to the administration, alleged violation, interpretation or application of this collective agreement including time spent in grievance and arbitration procedures, conducted during working hours. Additional time will not be paid to any employee for any time spent in such meetings outside regular working hours. Such employee shall not leave her/his work without obtaining the

permission of her/his supervisor, which permission shall not be unreasonably withheld.

14.04 LEAVE FOR JOINT COMMITTEES OF UNION AND EMPLOYER

Employees appointed to represent the Union shall be granted time off with pay and benefits for the purpose of attending joint meetings between the Union and the Employer. Such time off shall not be unreasonably requested or denied.

14.05 LEAVE FOR NEGOTIATIONS

The Employer will receive the Negotiating Committee of the Union for the purpose of collective bargaining which shall include negotiation, mediation and conciliation procedures. The Union Negotiating Committee may include, at the Union's option and providing operational requirements permit, up to three (3) employees who are members of the bargaining unit and any other representatives chosen by the Union. Two (2) employees on the Union's Negotiating Committee shall not suffer any loss of pay or other benefits for time lost from work because of negotiating, mediation or conciliation meetings. These employees shall not be eligible for overtime payments for time spent in such meetings.

14.06 LEAVE FOR POLITICAL PARTICIPATION

- (a) Upon reasonable written notice and subject to operational requirements, the Employer shall grant a regular employee leave of absence without pay so that she/he may be a candidate in Federal, Provincial, Municipal or School Board elections.
- (b) If a regular employee is elected in a Federal, Provincial, Municipal or School Board election and requests a leave of absence without pay for the term of office or for the period(s) that the legislative body meets, the Employer shall grant such request. The Employer may require that such leave of absence be for a minimum duration of four (4) months. No employee shall be required to take such leave of absence unless:
 - (1) the employee cannot reasonably perform her/his duties during the term of office or during the period(s) the legislative body meets; or
 - (2) a conflict of interest arises between the duties of the elected office and the performance of the employee's duties for the Employer.

- (c) While an employee is on leave for political participation she/he may choose to continue enrollment in group benefits and the pension plan subject to plan rules in each case. If the employee chooses to continue in this manner, the employee shall be responsible for the full cost of contributions while on leave.
- (d) An employee on leave for political participation shall continue to accrue seniority and service.

14.07 LEAVE FOR JURY OR WITNESS DUTY

- (a) The Employer shall grant leave of absence with pay for any employee required to appear for jury selection or to serve on a jury on any day during which the employee would normally be scheduled to work.
- (b) The employee will be required to reimburse the Employer, to the extent of pay received from the employer, the amount of any fees not being expenses which the employee receives for such appearances.
- (c) The Employer shall grant leave of absence with pay for any employee subpoenaed, summonsed or required to appear before any court, tribunal or like body on any matter arising out of her/his work.
- (d) An employee subpoenaed, summonsed or required to appear before any court, tribunal or like body by the Employer shall also be paid any additional expenses incurred in the course of complying with the subpoena, summons or requirement.

14.08 PERSONAL LEAVE WITHOUT PAY

- (a) Subject to operational requirements, all regular employees shall be entitled to personal leave of absence without pay, for good and sufficient cause, provided the employee requests such leave in writing. Such requests shall be submitted no less than four (4) weeks in advance, indicating the date of departure and return. However, the Employer will consider shorter notice periods in unusual circumstances where full notice cannot be given. Requests shall not be unreasonably denied.
- (b) An employee on personal leave of absence without pay shall continue to accrue seniority for the first six (6) months on leave after which seniority already accrued shall be retained but more seniority shall not be accrued until the leave ends.
- (c) During an approved period of personal leave an employee's group benefits will

be suspended unless the employee makes prior arrangements for payment of the full cost of the group benefit plans the employee was enrolled in at the commencement of the personal leave. The employee may elect to retain coverage, excluding long term disability benefits, for up to twelve (12) months.

- (d) During any period of personal leave in excess of thirty (30) days, an employee shall cease to accrue vacation and sick leave for the duration of such leave.

14.09 FAMILY ILLNESS LEAVE

- (a) For the purpose of attending to a serious illness of an immediate family member residing with the employee, namely spouse (including common-law and same-gender relationships), child, parent, or sibling, a regular full time or regular part time employee shall be granted a maximum of four (4) days without loss of regular pay per fiscal year. Serious illness shall mean illness involving hospitalization, confinement at home, or any illness that a medical doctor certifies to be critical. The employee shall provide proof of illness if requested.
- (b) Where a regular full time or regular part time employee is unable to arrange for the care of a child who is sick but not seriously ill, the employee may utilize sick leave from her/his existing sick leave credits for the purpose of remaining at home to care for the child. The maximum allowable usage of sick leave credits for this purpose is three (3) days in any fiscal year.

14.10 LEAVE TO WRITE EXAMINATIONS TO UPGRADE QUALIFICATIONS

An employee shall be entitled to leave of absence with pay and without loss of seniority and service to write examinations to upgrade employment qualifications, if the course was required by the Employer.

14.11 WEDDING LEAVE

- (a) Subject to written notice in advance, employees who have completed their probationary period shall be granted three (3) consecutive working days, limited to twenty-two and one-half (22.5) hours, off without loss of regular pay, immediately prior to or immediately following their wedding.
- (b) Regular part time employees are eligible for wedding leave provisions on a pro rata basis based on their posted and confirmed scheduled hours of work, limited to the maximum of the entitlement for full time employees.

- (c) Wedding leave provisions shall not apply to temporary and casual employees.

14.12 EMERGENCY LEAVE

- (a) An employee who is required to return to the Centre because of an emergency which the Employer determines justifies the return or because of personal responsibility occasioned by the serious sickness, requiring hospital attention, of an employee's spouse, child, parent, sibling or parent-in-law, all as defined in Article 14.01(a), shall receive transportation or, upon presentation of receipts, be reimbursed by the Employer for transportation costs from the area of work to the Centre. The employee shall be paid for the balance of her/his regularly scheduled shift and a proportionate amount of time shall be deducted from her/his sick credits.
- (b) An employee shall be granted leave of absence when required to attend to emergency circumstances. Without limiting the generality of the foregoing, emergency circumstances include household emergencies such as faulty furnace in cold weather, frozen water pipes and flood and other circumstances such as car accidents. Only the time reasonably necessary for bringing the situation under control shall be granted pursuant to this provision and the employee may take the time as leave without pay, vacation or time in lieu.

14.13 LEAVE REQUIRED BY EMPLOYER

Time off work for the purpose of attending an appointment, examination or for any other reason where the time off is necessitated by a requirement of the Employer or to fulfil a requirement of the Employer for the employee's present job, shall be leave with pay.

14.14 COMPASSIONATE LEAVE

The Employer, Union and employees shall abide by the Compassionate Care Leave provisions of the *Employment Standards Act* (PEI).

ARTICLE 15 - MATERNITY AND PARENTAL LEAVE

15.01 MATERNITY LEAVE

- (a) Employees shall be granted unpaid maternity leave in accordance with the provisions of this collective agreement or in accordance with the provisions the *Employment Standards Act* (PEI), whichever are greater.
- (b) An employee shall, no later than the fifth month of pregnancy, forward to the Employer a written notice that she will be taking maternity leave.
- (c) An employee requesting maternity leave shall provide the Employer, where possible, with at least four (4) weeks notice of the date the employee intends to begin maternity leave and her return to work date.
- (d) Where the notice required under Article 15.01(b) or 15.01(c) is not possible due to circumstances beyond the employee's control, the employee will provide the Employer as much notice as reasonably practicable of the employee's leave or return to work.
- (e) The Employer may, prior to approving leave, request a certificate from the employee's legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (f) Maternity leave shall begin on such date as the employee determines, but no sooner than eleven (11) weeks preceding the expected date of delivery and no later than the date of delivery.
- (g) Maternity leave shall end on such date as the employee determines, but no later than seventeen (17) weeks following the date of delivery and no sooner than one (1) week after the date of delivery. Notwithstanding the foregoing, if the date of birth is later than the expected date of birth, the employee is entitled to remain off work for up to six (6) weeks after the birth.

15.02 NO TERMINATION

The Employer shall not terminate the employment of an employee because of her pregnancy.

15.03 EARLY LEAVE OF ABSENCE

The Employer may require that an employee begin a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by her pregnancy and, in either case, she cannot be accommodated. Prior to making any determination with respect to the employee's ability to perform her duties, the Employer shall notify the employee of its concerns and provide the employee with the opportunity to provide evidence that she can perform her work.

15.04 SICK LEAVE

Pregnancy, in itself, is not a sickness for the purposes of the sick leave provisions of this collective agreement, however, sickness arising as a result of pregnancy or during pregnancy is a sickness for all purposes of this collective agreement.

15.05 PARENTAL LEAVE

Employees shall be granted unpaid parental leave in accordance with the provisions of this collective agreement or in accordance with the provisions of the *Employment Standards Act (PEI)*, whichever are greater.

15.06 PARENTAL LEAVE - CHILD BIRTH

- (a) The parental leave of an employee who has taken maternity leave and whose newborn child arrives in the employee's home during the maternity leave shall begin immediately upon completion of the maternity leave, without the employee returning to work and shall end not later than thirty-five (35) weeks after the parental leave began, as determined by the employee, subject to the employee giving four (4) weeks' notice of the date upon which leave will end.
- (b) The parental leave for an employee who becomes a parent through the birth of a child, other than a parent for whom provision is made in Article 15.06(a), shall begin on a date coinciding with or after the birth of the child, as the employee determines, and shall end not later than thirty-five (35) weeks after the parental leave began and, in any case, no later than fifty-two (52) weeks after the child first arrived in the employee's home.

15.07 PARENTAL LEAVE - ADOPTION

An employee who becomes a parent of a child through the placement of the child in the care of the employee for the purpose of adoption of the child is entitled to an unpaid leave of absence of up to thirty-five (35) weeks. This leave shall begin on a date coinciding with the arrival of the child in the employee's home and shall end not later than thirty-five (35) weeks after the leave began.

15.08 RETURN TO WORK

Upon the expiration of maternity or parental leave an employee shall be entitled to return to the position she/he last held prior to commencing leave. Notwithstanding the foregoing, if the employee has been the successful applicant for another job she/he shall return to that job. If the job to which the employee is entitled to return no longer exists, the employee shall return to a comparable position within the site with not less than the same wages and benefits, with no loss of benefits accrued.

15.09 CONTINUOUS EMPLOYMENT

Maternity and parental leave shall be deemed to be continuous employment for all purposes including accrual of seniority and service.

15.10 BENEFIT PLAN CONTINUATION

While an employee is on maternity or parental leave she/he shall be entitled to continue participation in eligible benefit plans provided she/he makes arrangements to pay in advance or to provide post-dated cheques for the payment of her/his share of the benefit premiums for the period of the leave.

15.11 SPECIAL LEAVE - BIRTH

Where an employee's spouse, as defined in Article 14.01, gives birth to a child, the employee shall be entitled to special leave of two (2) shifts without loss of regular pay to a maximum of seven and one-half (7.5) hours a shift, commencing on the day the spouse commences labour or the following day.

15.12 SPECIAL LEAVE - ADOPTION

Special leave with pay of two (2) shifts without loss of regular pay to a maximum of seven and one-half (7.5) hours a shift, shall be granted to an employee who is not taking adoption leave when a child is placed in the employee's home for the purpose of adoption. This leave shall commence on the day the child is placed in the employee's home.

15.13 SUPPLEMENTAL EMPLOYMENT BENEFITS

- (a) Maternity, parental and adoption Supplemental Employment Benefits (SEB) shall only apply to regular full time employees and regular part time employees.
- (b) "Eligible employee" shall mean an employee who has completed at least thirteen (13) weeks of employment prior to commencing the maternity, parental or adoption leave and who is in receipt of Employment Insurance (EI) maternity or parental benefits.

Maternity Supplemental Employment Benefits:

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

Parental and Adoption Supplemental Employment Benefits:

- (e) An employee who is in receipt of EI parental benefits pursuant to the *Employment Insurance Act* shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the employee is eligible to receive and seventy-five percent (75%) of the employee's regular weekly rate of pay. This SEB payment shall commence following completion of any required two (2) week EI waiting period and upon having submitted proof of receipt of EI benefits. The SEB payment shall continue while the employee is in receipt of EI parental benefits for a maximum of ten (10) weeks.

- (f) If a two (2) week waiting period is required for parental benefits under the *Employment Insurance Act*, the Employer will pay seventy-five (75%) of the employee's regular weekly rate of pay for this waiting period.
- (g) In instances where two (2) employees share the parental or adoption leave and both are in receipt of EI parental benefits, both employees shall be eligible for the SEB to a maximum of ten (10) weeks each.

15.13 SEB PAYMENT CALCULATION

- (h) SEB payments will be based on the regular weekly rate of pay in the employee's home position.
- (i) The regular weekly rate of pay shall be determined by multiplying the employee's regular weekly work hours by the regular hourly rate on the last day worked prior to the commencement of the leave and excludes overtime, premiums and allowances.
- (j) Regular weekly work hours for regular part time employees shall be determined by calculating the average regular hours paid per week over the twenty (20) weeks preceding the last paid day prior to commencement of the leave.
- (k) Salary changes with an effective date during the leave will not result in an adjustment to the SEB payment.

ARTICLE 16 - TECHNOLOGICAL CHANGE

16.01 ADVANCE NOTICE

The Employer undertakes to notify the Union as far in advance as practicable and no less than sixty (60) calendar days in advance, of any technological changes which the Employer has decided to introduce which affect the conditions of employment of employees within the bargaining unit. Should the change be driven by factors external to the organization, the Employer shall notify the Union immediately upon becoming aware of the situation if it falls short of the sixty (60) calendar days.

16.02 DISCUSSION WITH UNION

The Employer shall discuss with the Union the effect of such technological changes on employees and consider practical ways and means of minimizing the adverse effect, if any, on employees affected.

16.03 NOTICE TO EMPLOYEES

Employees who are subject to status change under conditions referred to above will be given individual notice of the impending change in their respective conditions of employment within the time frames outlined in Article 16.01.

16.04 EFFORTS TO RETAIN EMPLOYEES AND TRAINING

Where technological change causes the elimination of positions within the bargaining unit or results in the displacement of regular employees the Employer shall attempt to retain affected employees. Where practical, the Employer shall provide training to qualify such employees for other positions which are or may become available and employees shall be given a reasonable period of time during which they may have an opportunity to acquire the necessary qualifications and skills.

16.05 TRAINING PERIOD

The Employer will assume the cost of tuition and travel in training programs

which the Employer requires an employee to attend. There shall be no reduction in wage or salary rates during the training period of any employee. Training shall be given during the hours of work whenever possible.

ARTICLE 17 - BENEFIT PLANS

17.01 ELIGIBLE EMPLOYEES

Regular full time and regular part time employees hired to work eighteen and three-quarter (18.75) hours per week or greater shall be eligible to participate in the benefit plans outlined in this Article 17.

17.02 CALCULATION OF ELIGIBILITY HOURS

Eligibility for regular part time employees shall be reviewed annually. A regular part time employee who has been employed throughout the full annual review period and has been paid an average of eighteen and three-quarter (18.75) hours per week or greater, shall be eligible to participate in the benefit plans. Eligibility shall be determined again in each subsequent review period.

17.03 EXTENDED HEALTH CARE PLAN

- (a) The Employer shall provide and maintain an Extended Health Care Plan(s) for all eligible regular full time employees and regular part time employees. Such plan shall provide at least as much coverage and as good coverage as the plan in effect on the date of signing this collective agreement and no changes shall be made which would lessen coverage or decrease benefits without the consent of the Union in writing.
- (b) All eligible employees must enroll in the Extended Health Care Plan in accordance with plan enrollment criteria. An employee may opt out of the plan only if she/he has equal or better coverage through her/his spouse's employment plan. A regular part time employee may opt out of the plan if she/he has equal or better coverage with another employer.
- (c) The Employer shall pay one hundred percent (100%) of the premium cost for each participating employee.

17.04 GROUP DENTAL PLAN

- (a) The Employer shall provide and maintain a Dental Plan(s) for all eligible regular full time employees and regular part time employees. Such plan shall provide at

least as much coverage and as good coverage as the plan in effect on the date of signing this collective agreement and no changes shall be made which would lessen coverage or decrease benefits without the consent of the Union in writing.

- (b) All eligible employees must enroll in the Dental Plan in accordance with plan enrollment criteria. An employee may opt out of the plan only if she/he has equal or better coverage through her/his spouse's employment plan. A regular part time employee may opt out of the plan if she/he has equal or better coverage with another employer.
- (c) The Employer shall pay sixty-six and two thirds percent (66 2/3%) of the premium cost for each participating employee and the employee shall pay the remaining thirty-three and one third percent (33 1/3%) of the premium.

**17.05 LONG TERM DISABILITY PLAN, GROUP LIFE INSURANCE PLAN
 AND ACCIDENTAL DEATH AND DISMEMBERMENT PLAN**

- (a) The Employer shall provide and maintain a Long Term Disability Plan(s), Group Life Insurance Plan(s) and Accidental Death and Dismemberment Plan(s) for all eligible regular full time employees and regular part time employees. Such plan shall provide at least as much coverage and as good coverage as the plan in effect on the date of signing this collective agreement and no changes shall be made which would lessen coverage or decrease benefits without the consent of the Union in writing.
- (b) All eligible employees must enroll in the Employer's Long Term Disability Plan and Group Life Insurance Plan and Accidental Death and Dismemberment Insurance Plan, in accordance with the provisions and requirements of the plans.
- (c) The Employer shall pay sixty-six and two thirds percent (66 2/3%) of the premium cost for the Long Term Disability Plan and the employee shall pay the remaining thirty-three and one-third percent (33 1/3%) of the premium.
- (d) The employee shall pay one hundred percent (100%) of the premium cost for the Group Life Insurance Plan.
- (e) The Employer shall pay one hundred percent (100%) of the premium cost for the Accidental Death and Dismemberment Insurance Plan.

17.06 PENSION PLAN

- (a) Regular full time employees and regular part time employees shall enroll in either the Canadian Blood Services Defined Benefit (DB) Pension Plan or the Canadian Blood Services Defined Contribution (DC) Pension Plan in accordance with the rules and regulations of the Plan and subject to eligibility requirements. Employer and employee contributions shall be in accordance with the Plan.
- (b) No changes shall be made to the Defined Benefit Plan that will change representation, any benefit or the funding formula unless the change is made by the trustees of the plan in accordance with the provisions of the plan.

ARTICLE 18 - LABOUR / MANAGEMENT COMMITTEE

18.01 ESTABLISHMENT

There shall be a Labour/Management Committee (LMC) to discuss matters of mutual concern arising in the workplace and to further the interests of improved service to the public.

18.02 MEMBERS

The Employer shall have up to three (3) representatives on the LMC. The Union shall have up to three (3) representatives on the LMC. The parties may appoint alternates to their members and the alternate may act as the representative in the absence or unavailability of the regular member.

18.03 MEETINGS

- (a) The LMC shall meet at the request of either party at a mutually agreeable time and place. Minutes shall be kept of all LMC meetings and distributed to LMC members no later than three (3) working days before the next regularly scheduled meeting.
- (b) LMC meetings may be scheduled during normal working hours and no LMC member shall lose pay or benefits for time spent on LMC matters or meetings, however, no overtime will be paid for any time spent meeting outside working hours.

18.04 JURISDICTION

The LMC shall not have jurisdiction over matters relating to collective bargaining or grievances nor shall it supersede the activities or jurisdiction of other committees or have the authority to bind the Union its members or the Employer to any decisions.

18.05 PARTICIPATION

The Employer and the Union shall each appoint a Chairperson of the LMC and

the chairing of LMC meetings shall alternate between the Chairpersons as determined by the LMC.

ARTICLE 19 - HEALTH AND SAFETY

19.01 OCCUPATIONAL HEALTH AND SAFETY ACT AND CO-OPERATION

- (a) The *Occupational Health and Safety Act* of Prince Edward Island, its Regulations and Guidelines shall constitute a minimum standard of protection for employees covered by this collective agreement and shall be deemed to be part of this collective agreement, provided that any higher standard or increased protection provided by this collective agreement, Employer policy or by agreement of the parties shall apply over the Act.
- (b) The Employer and the Union recognize the benefits to be derived from safe working conditions and practices. Accordingly, it is agreed that employees, Union representatives, supervisors and management shall co-operate to promote safe working conditions and practices and the enforcement of safety rules. All employees are required to comply with all reasonable health and safety rules established by the Employer.

19.02 HEALTH AND SAFETY COMMITTEE

The Union shall appoint one (1) member of the Occupational Health and Safety Committee which deals with matters in Nova Scotia and Prince Edward Island. Copies of all minutes of the Occupational Health and Safety Committee shall be forwarded to the member.

19.03 RIGHT OF REFUSAL

The provisions of the *Occupational Health and Safety Act* shall apply when an employee refuses to work.

ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE

20.01 PREAMBLE

The parties agree that it is of the utmost importance that complaints and grievances be addressed as quickly as possible. The Employer and the Union encourage employees with complaints to discuss them with their supervisor before filing a grievance.

20.02 GRIEVANCE

A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable.

20.03 PROCEDURE

COMPLAINT: An employee who believes she/he has a complaint that is or may be a grievance, is encouraged to try to resolve the matter through discussion with her/his immediate supervisor or designate prior to filing a grievance.

STEP 1: An employee may file a written grievance to her/his immediate supervisor either individually or through her/his representative. Such grievance shall be submitted within fourteen (14) calendar days of the date of occurrence, cause thereof or knowledge thereof except as provided in Article 20.06 and Article 20.07. The person to whom the grievance is made at Step 1 shall have fourteen (14) calendar days after the grievance is made to respond.

STEP 2: If satisfaction is not obtained at Step 1 the Union may refer the matter, in writing, to the Human Resource Manager or, in her/his absence, her/his designate, within a further period of fourteen (14) calendar days. Either party may request a meeting to discuss the grievance. The Human Resource Manager shall, within fourteen (14) calendar days after the matter has been submitted, respond in writing unless a meeting has been held, in which case the response shall be within fourteen (14) calendar days following the meeting.

STEP 3: If satisfaction is not obtained at Step 2 the Union may refer the matter to arbitration within twenty-one (21) calendar days of receipt of the Human Resource Manager's response.

20.04 ARBITRATION

An Arbitration Board shall be selected as follows:

- (a) The Union, upon notifying the Employer, in writing, of its intention to refer the matter to arbitration, shall name a nominee to sit on the Arbitration Board.
- (b) Within fourteen (14) calendar days after receiving such notice the Employer shall name a nominee to sit on the Arbitration Board and notify the Union, in writing, of the name of this person.
- (c) The Union nominee and the Employer nominee shall mutually select a third person to act as Chairperson of the Arbitration Board and shall so notify the Union and the Employer in writing.
- (d) If either party fails to name a nominee the other party may serve notice in writing that it intends to request the Minister of Labour for Prince Edward Island to name that party's nominee and at the same time may make such request to the Minister.
- (e) If the nominees cannot agree on a person to act as Chairperson of the Arbitration Board either of them may request the Minister of Labour for Prince Edward Island to appoint a Chairperson.

20.05 SOLE ARBITRATOR

Notwithstanding Article 20.04, the parties may agree to the use of a sole arbitrator. If the parties agree to the use of a sole arbitrator but cannot agree on who she/he shall be, either party may request the Minister of Labour for Prince Edward Island to appoint an arbitrator.

20.06 EMPLOYER GRIEVANCE

- (a) A complaint by the Employer against the Union may be treated as a grievance in the same way and to the same extent as a grievance by an employee or the Union.
- (b) In the case of an Employer grievance against the Union the matter shall be submitted as a grievance at Step 2 to the President of the Nova Scotia Union of Public Employees, Local 19, in writing, with a copy to the Union's Business Agent, within twenty-one (21) calendar days of the occurrence, cause thereof or

knowledge thereof.

- (c) If satisfaction is not obtained within fourteen (14) calendar days the matter may, within a further twenty-one (21) calendar days, be submitted to arbitration in accordance with Article 20.04 or Article 20.05.

20.07 UNION GRIEVANCE

- (a) A complaint by the Union against the Employer may be treated as a grievance in the same way and to the same extent as a grievance by an employee or the Employer.
- (b) In the case of a Union grievance against the Employer the matter shall be submitted as a grievance at Step 2 to the Human Resource Manager, in writing, within twenty-one (21) calendar days of the occurrence, cause thereof or knowledge thereof.
- (c) If satisfaction is not obtained within fourteen (14) calendar days the matter may, within a further twenty-one (21) calendar days, be submitted to arbitration in accordance with Article 20.04 or Article 20.05.

20.08 DISCHARGE AND SUSPENSION

Complaints arising over an alleged unjust discharge or a suspension may be filed, in writing, at Step 2 within twenty-one (21) calendar days after the discharge or suspension.

20.09 PROPER PROCEDURE

- (a) Failure by the party responding to a complaint or grievance to follow the procedure or meet the time limits shall permit the party pursuing the complaint or grievance to move it to the next Step but shall not cause the grievance to be lost.
- (b) Notwithstanding the time limits set out herein, the parties agree that complaints and grievances should be determined on their merits and no grievance shall be defeated or dismissed on a technicality, including a missed time limit so long as the action to be taken is taken within a reasonable time under the circumstances. The parties may extend, by agreement, the time limits set out herein.

20.10 WRITTEN REPLY

At every stage of the Grievance Procedure at which the Employer is required to reply in writing, the Employer shall send it to the Union's Business Agent or her/his designate. The Union shall send replies to the management person named in the Step. The parties agree that communications concerning grievances may be sent by facsimile transmission or e-mail where such is available to both parties.

20.11 DEFINITION - "KNOWLEDGE THEREOF"

"Knowledge thereof" in this Article 20 means the date on which the grievor(s) (employee(s), Union or Employer) could reasonably be expected to have knowledge of the event or omission which gave rise to the grievance.

20.12 POWERS OF ARBITRATION BOARD OR SOLE ARBITRATOR

- (a) Any question submitted to arbitration shall be decided by the Arbitration Board or sole arbitrator and any such decision or award made shall be final and binding on the parties to this collective agreement.
- (b) An Arbitration Board or sole arbitrator shall have the power and authority to interpret this collective agreement and make decisions and awards with regard to the matter submitted and also to decrease, increase, eliminate or otherwise modify penalties in regard to disciplinary or dismissal actions.
- (c) An Arbitration Board or sole arbitrator shall not have the power or authority to add to, delete from, amend, modify, render meaningless or render a decision inconsistent with the provisions of this collective agreement.

20.13 COSTS OF ARBITRATION

Each party shall be responsible for the fees and expenses, if any, of its nominee to the Arbitration Board, but the fees and expenses of the Chairperson or sole arbitrator shall, after the portion paid by the Department of Labour is deducted, be shared equally by the parties.

20.14 GRIEVOR'S RIGHTS

Under no circumstances shall a Grievor be called upon by the Employer to discuss her/his grievance unless she/he is represented by a representative appointed by the Union.

20.15 MEDIATION

Notwithstanding the foregoing grievance and arbitration procedures, the parties may agree to the use of mediation at any stage of the grievance or arbitration procedures. The costs of the mediator will be shared equally by the parties.

ARTICLE 21 - EMPLOYEE DEVELOPMENT AND TRAINING

21.01 TRAINING

If the Employer changes any of the requirements, including responsibilities, duties and qualifications, of any classification or position so that the incumbent employee requires training to satisfactorily do the work or so that the classification is a new but related classification, the Employer shall provide reasonable training to ensure that the incumbent employee can perform the work.

ARTICLE 22 - PERFORMANCE APPRAISAL

22.01 ANNUAL PERFORMANCE APPRAISAL

There shall be an annual performance appraisal of the work performance of all employees which shall be completed on the form provided by the Employer. This draft appraisal shall be provided to the employee concerned by her/his supervisor and the employee shall have one (1) week to review the appraisal after which the employee and the supervisor shall meet to review the appraisal and the supervisor shall finalize the appraisal. After having reviewed the comments of the supervisor and any other Employer representatives on the appraisal, the employee shall be provided with a copy of the appraisal and shall be permitted at least one (1) week in which to provide her/his comments in writing.

22.02 GRIEVANCE AND ARBITRATION

An employee may file a grievance in accordance with the provisions of Article 20 if she/he believes the performance appraisal or any part of it was completed in bad faith.

ARTICLE 23 - JOB DESCRIPTIONS, JOB CLASSIFICATIONS AND RECLASSIFICATIONS

23.01 JOB DESCRIPTIONS

The Employer agrees to provide and maintain job descriptions for each classification in the bargaining unit and for any new classifications which may be created or placed in the bargaining unit. New job descriptions and any amendments to existing job descriptions shall be provided to the Union coincident with implementation and shall become the recognized job description. The rate of pay will be subject to negotiation between the Employer and the Union. If the parties cannot reach agreement the matter may be referred to arbitration.

23.02 EXISTING CLASSIFICATIONS

Existing classifications shall not be eliminated during the duration of this collective agreement. This Article shall not be construed to prevent the layoff of an employee(s).

23.03 DRIVING RECORD

- (a) The Employer may require any employee who applies for a position that requires the employee to drive as part of the job, to provide a driving record or abstract from the provincial motor vehicle authority as a condition of having the application considered.
- (b) An employee who is required to drive shall advise the Employer immediately if, for any reason, her/his driver's license is restricted, suspended or declared invalid so that it will affect her/his work and no employee shall operate a vehicle on behalf of or belonging to the Employer unless that employee has a valid license for doing so.
- (c) Notwithstanding the foregoing, an employee who is required to drive for the Employer shall provide a driving record or abstract upon the Employer's request. The Employer shall pay for such record or abstract. Such request shall not be unreasonably made and shall be in accordance with provincial or federal regulations.

ARTICLE 24 - COMPLIANCE WITH THE LAW

24.01 COMPLIANCE WITH LAWS AND NOTICE

All provisions of this collective agreement are subject to all applicable Federal or Provincial laws and such compliance shall be deemed not to be a violation of this collective agreement. Notwithstanding the foregoing, where the Employer has a choice between complying with or acting in accordance with any law and complying with or acting in accordance with this collective agreement, it shall comply with or act in accordance with this collective agreement. The Employer shall notify the Union of any conflicts or potential conflicts arising between such laws and this collective agreement which come to the Employer's attention as soon as the Employer becomes aware of such conflict or potential conflict and agrees to meet with the Union to negotiate alternative provisions.

24.02 AGREEMENT NOT INVALID

If any Federal or Provincial law provides or any court holds that any part of this collective agreement is invalid, any other part of any Article or of the collective agreement shall remain valid and in full force and effect.

ARTICLE 25 - TERM OF AGREEMENT, AMENDMENTS, RETROACTIVITY, AND LIMITATION OF GRIEVANCES

25.01 EFFECTIVE DATES

This collective agreement shall be for the term April 1, 2011 to March 31, 2019 inclusive. Notwithstanding the foregoing, all changes in employment terms and conditions shall become effective date of signing unless otherwise specified.

25.02 NOTICE TO NEGOTIATE A NEW COLLECTIVE AGREEMENT

Either party may serve notice to negotiate a new collective agreement by giving notice in writing to the other party prior to March 31, in the year of expiry.

25.03 EXTENSION OF TERM

This Collective Agreement shall expire on the date of expiry set out in Article 25.01 and shall be renegotiated unless the parties agree in writing to an extension of the term. Notwithstanding the expiry date, the collective agreement shall remain in full force and effect until the parties reach agreement on a new collective agreement or are in a position to strike or lock out as determined by the *Labour Act* (PEI).

25.04 AMENDMENTS TO COLLECTIVE AGREEMENT

This agreement may be amended at any time during its term provided the parties agree in writing to the amendment(s), at which time such amendment(s) shall become part of this collective agreement.

25.05 RETROACTIVITY

Retroactive pay, based on the rates set out in Appendix "A" of the collective agreement shall be paid to all employees who worked between June 1, 2011 and the date of signing this collective agreement whether or not they are still working for the Employer. Any person who qualifies for this payment and who is not employed by the Employer on the date of signing of this collective agreement must notify the Employer, in writing, within thirty (30) calendar days of the signing, that she/he wishes to receive this payment.

SIGNED IN DUPLICATE:

on this _____ day of October, 2016:

Nova Scotia Union of Public and Private Employees

PRESIDENT, NSUPE LOCAL 19

SECRETARY, NSUPE LOCAL 19

Canadian Blood Services

VICE PRESIDENT, HUMAN RESOURCES

REGIONAL MANAGER, CLINIC SERVICES

SUPERVISOR, CLINIC OPERATIONS

MANAGER, HUMAN RESOURCES

MANAGER, EMPLOYEE RELATIONS

**APPENDIX "A"
PAY**

A.01 PHLEBOTOMIST:

	Apr. 1/10	Apr. 1/11 1.25%	Apr. 1/12 2.5%	Apr. 1/13 3.0%	Apr. 1/14 1.5%	Apr. 1/15 1.5%	Apr. 1/16 1.0%
Step 1	19.60	19.85	20.34	20.95	21.27	21.58	21.80
Step 2	20.48	20.74	21.25	21.89	22.22	22.55	22.78
Step 3	21.40	21.67	22.21	22.88	23.22	23.57	23.80
Step 4	22.38	22.66	23.23	23.92	24.28	24.65	24.89
Step 5	23.39	23.68	24.27	25.00	25.38	25.76	26.02

A.02 DONOR CARE ASSOCIATE TIER 1

	Aug.8/16	Oct. 1/16 2%	Apr. 1/17 1%	Oct. 1/17 1%	Apr. 1/18 1%
Step 1	21.80	22.24	22.46	22.68	22.91
Step 2	22.78	23.24	23.47	23.70	23.94
Step 3	23.80	24.28	24.52	24.76	25.01
Step 4	24.89	25.39	25.64	25.90	26.16
Step 5	26.02	26.54	26.81	27.07	27.34

A.03 DONOR CARE ASSOCIATE TIER 2

	Aug. 8/16	Oct. 1/16 2%	Apr. 1/17 1%	Oct. 1/17 1%	Apr. 1/18 1%
Step 1	23.11	23.57	23.81	24.04	24.28
Step 2	24.15	24.63	24.88	25.12	25.38
Step 3	25.23	25.74	25.99	26.25	26.52
Step 4	26.39	26.91	27.18	27.45	27.73
Step 5	27.58	28.13	28.41	28.69	28.98

A.04 COMMUNITY DEVELOPMENT COORDINATOR

	Apr. 1/10	Apr. 1/11 1.25%	Apr. 1/12 2.5%	Apr. 1/13 3.0%	Apr. 1/14 1.5%	Apr. 1/15 1.5%
Step 1	22.72	23.00	23.58	24.29	24.65	25.02
Step 2	23.74	24.04	24.64	25.38	25.76	26.14
Step 3	24.81	25.12	25.75	26.52	26.92	27.32
Step 4	25.95	26.27	26.93	27.74	28.16	28.58
Step 5	27.12	27.46	28.15	28.99	29.42	29.87

A.05 TERRITORY MANAGER

	Mar. 10/14	Apr. 1/15 1.5%	Apr. 1/16 1%	Incentive Target
Step 1	25.99	26.38	26.64	\$7,601
Step 2	27.48	27.89	28.17	\$8,037
Step 3	29.05	29.49	29.78	\$8,498
Step 4	30.72	31.18	31.49	\$8,986
Step 5	32.48	32.97	33.30	\$9,502

A.06 PROGRAM CLERK

	Apr. 1/10	Apr. 1/11 1.25%	Apr. 1/12 2.5%	Apr. 1/13 3.0%	Apr. 1/14 1.5%	Apr. 1/15 1.5%
Step 1	15.55	15.74	16.14	16.62	16.87	17.12
Step 2	16.20	16.40	16.81	17.32	17.58	17.84
Step 3	16.88	17.09	17.52	18.04	18.31	18.59
Step 4	17.60	17.82	18.27	18.81	19.10	19.38
Step 5	18.35	18.58	19.04	19.62	19.91	20.21

	Apr. 1/16 1%	Oct. 1/16 2%	Apr. 1/17 1%	Oct. 1/17	Apr. 1/18 1%
Step 1	17.30	17.64	17.82	18.00	18.18
Step 2	18.02	18.38	18.56	18.75	18.94
Step 3	18.78	19.15	19.34	19.54	19.73
Step 4	19.58	19.97	20.17	20.37	20.57
Step 5	20.41	20.82	21.03	21.24	21.45

A.07 EVENT COORDINATOR

	Apr. 1/10	Apr. 1/11 1.25%	Apr. 1/12 2.5%	Apr. 1/13 3.0%	Apr. 1/14 1.5%	Apr. 1/15 1.5%
Step 1	22.72	23.00	23.58	24.29	24.65	25.02
Step 2	23.74	24.04	24.64	25.38	25.76	26.14
Step 3	24.81	25.12	25.75	26.52	26.92	27.32
Step 4	25.95	26.27	26.93	27.74	28.16	28.58
Step 5	27.12	27.46	28.15	28.99	29.42	29.87

	Apr. 1/16 1%	Oct. 1/16 2%	Apr. 1/17 1%	Oct. 1/17	Apr. 1/18 1%
Step 1	25.27	25.78	26.03	26.29	26.56
Step 2	26.41	26.93	27.20	27.47	27.75
Step 3	27.60	28.15	28.43	28.71	29.00
Step 4	28.86	29.44	29.74	30.03	30.33
Step 5	30.16	30.77	31.08	31.39	31.70

LETTER OF UNDERSTANDING 1 – UNIVERSAL BENEFITS PLAN

1. All eligible employees represented by the Union shall participate in the Universal Benefits Plan as described in the attached plan summary. Eligibility to participate in the benefits plan shall continue to be in accordance with the collective agreement.
2. 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.
3. 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.
4. The Employer shall make any future enhancements to the Universal Benefits Plan at its sole discretion.
5. If the Union no longer wishes to participate in the Universal Benefits Plan, it may indicate its intention to withdraw from the plan concurrent with its notice to bargain as outlined in Article 25 of the collective agreement. The parties would then be free to negotiate levels of benefit coverage, after which time this Memorandum of Understanding shall be null and void. The level of benefits provided under the Universal Benefits Plan shall remain in effect for the duration of this collective agreement, the aforementioned notice period and during the negotiation period for a renewal collective agreement.

For the purposes of this Memorandum of Understanding:

The "Employer" shall mean Canadian Blood Services.

The "Union" shall mean the Nova Scotia Union of Public and Private Employees.

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, long term disability 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.

“Collective Agreement” shall mean the collective agreement between Canadian Blood Services and the Nova Scotia Union of Public and Private Employees.

Signed this _____ day of October, 2016:

On behalf of Canadian Blood Services:

On behalf of the Nova Scotia Union of Public and Private Employees

**CANADIAN BLOOD SERVICES
UNIVERSAL BENEFITS PLAN**

PLAN FEATURES	
Retirement Division	<ul style="list-style-type: none"> ▪ as per the current retirement division
MAJOR MEDICAL	
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"> ▪ Drugs ▪ Hospital ▪ Vision ▪ Other Eligible Expenses 	<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"> ▪ Drug Features 	<ul style="list-style-type: none"> ▪ drugs available only by prescription (plus certain life-sustaining drugs that do not legally require a prescription) ▪ 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
<ul style="list-style-type: none"> ▪ Hospital Room 	<ul style="list-style-type: none"> ▪ private or semi private

<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 Psychologist Chiropractor Osteopath Naturopath Podiatrist Speech Therapist Massage Therapist Acupuncture (performed by physician) Physio-therapist 	<ul style="list-style-type: none"> ▪ max of \$500 per person per year ▪ max of \$500 per person per year ▪ max of \$500 per person per year* ▪ max of \$500 per person per year* ▪ max of \$500 per person per year* ▪ max of \$500 per person per year ▪ max of \$500 per person per year ▪ n/a ▪ max of \$500 per person per 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)
<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"> ▪ Mondial Assistance plan
<p>* Less any amount paid by the government plan</p>	

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%
Orthodontic Dependent Children Age Basis	<ul style="list-style-type: none"> ▪ under 19 years old
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
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
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
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 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"> ▪ Personal 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 children: 40% of employee coverage for spouse & 10% for each child ▪ children only: 15% of employee coverage for each child

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

LETTER OF UNDERSTANDING 2 – REST AND MEAL PERIODS

Notwithstanding the rest and meal period provisions of Article 7.03, the parties agree as follows:

1. Employees working a six (6) hour shift at the Charlottetown site will be entitled to one (1) paid fifteen (15) minute rest period plus an unpaid fifteen (15) minute meal period. These rest and meal periods may be combined by mutual agreement between the employee and her/his supervisor.
2. Unpaid meal periods for employees not covered by 1 above will be thirty (30) minutes for a shift of greater than six (6) hours duration to seven and one-half (7.5) hours duration unless mutually agreed otherwise by the employee and her/his supervisor.

For the Employer:

Date:

For the Union:

Date:

LETTER OF UNDERSTANDING 3 – RETURN TO WORK

Whereas members of the bargaining unit began a strike on September 7, 2015, the Parties hereby agree to the following:

1. Upon date of ratification, the following positions will be available:
 - Three (3) Regular Part-Time Donor Care Associate 0.8 FTE
 - Four (4) Regular Part-Time Donor Care Associate 0.5 FTE
 - Two (2) Regular Part-Time Program Clerk 0.5 FTE
2. Within seven (7) calendar days of the date of ratification, incumbent employees shall, in descending order of seniority, elect one of the available positions. Once a position is elected, it shall not be available for election by less senior incumbent employees. Incumbent employees electing positions different than those held prior to the commencement of the strike shall have their anniversary dates for the purposes of Article 6.01 adjusted to August 30, 2016.
3. Lisa Rusk shall have an additional option of electing a Regular Full-Time Event Coordinator position. If she does not accept such position, the Employer will have the right to post an Event Coordinator position within NSUPE Local 12, and such posting will not be considered a violation of the collective agreement (expiry March 31, 2019).
4. Incumbent employees electing Donor Care Associate positions shall have their FTE's maintained until March 31, 2018 so long as they remain employed in such positions. Incumbent employees electing Program Clerk positions shall have their FTE's maintained until March 31, 2017 so long as they remain employed in such positions. The FTE's for employees hired following the date of ratification will be as determined by the collective agreement (expiry March 31, 2019). Following March 31, 2018, the FTE's for all employees in the bargaining unit will be as determined by the collective agreement.
5. After incumbent employees have elected positions, if a Regular Part-Time Donor Care Associate position remains, Amanda MacDonald will be offered a Regular Part-Time Donor Care Associate position at 0.5 FTE. If Ms. MacDonald accepts such position, the FTE for such position will be as determined by the collective agreement (expiry March 31, 2019) and Ms. MacDonald shall serve a probationary period of three hundred and fifty (350) hours worked.

6. Donor screening training for employees electing or accepting Donor Care Associate positions covered by this Letter of Understanding will begin no later than November 14, 2016.
7. The first day of return to work for incumbent employees will be August 30, 2016.
8. Nothing in this Letter of Understanding shall be construed as a limitation on the Employer's ability to reduce the number of employees in accordance with the collective agreement (expiry March 31, 2019).
9. Upon ratification of the collective agreement (expiry March 31, 2019) Augustus Richardson, QC will be appointed a mediator/arbitrator to determine the outstanding matter of which days of the week employees will be scheduled for work.
10. Disputes arising from the application of this Letter of Understanding shall be subject to Article 20 of the collective agreement (expiry March 31, 2019).
11. The provisions of this letter of understanding shall not apply to Jennifer Fanning. If Ms. Fanning is deemed to be able to return to work, the Union and the Employer shall discuss accommodation options in accordance with the duty to accommodate and the collective agreement (expiry March 31, 2019).

For the Employer:

Date:

For the Union:

Date:

LETTER OF UNDERSTANDING 4 - DONOR CARE ASSOCIATE

Whereas the Employer has created the position of Donor Care Associate in the bargaining unit, the Parties hereby agree to the following:

1. The wage scale for the position of Donor Care Associate shall be:

Donor Care Associate Tier 1

Aug. 16/16	Oct. 1/16	Apr. 1/17	Oct. 1/17	Apr. 1/18
21.80	22.24	22.46	22.68	22.91
22.78	23.24	23.47	23.70	23.94
23.80	24.28	24.52	24.76	25.01
24.89	25.39	25.64	25.90	26.16
26.02	26.54	26.81	27.07	27.34

Donor Care Associate - Tier 2

Aug. 16/16	Oct. 1/16	Apr.1/17	Oct. 1/17	Apr. 1/18
23.11	23.57	23.81	24.04	24.28
24.15	24.63	24.88	25.12	25.38
25.23	25.74	25.99	26.25	26.52
26.39	26.91	27.18	27.45	27.73
27.58	28.13	28.41	28.69	28.98

2. The provisions of Article 6.05 of the Collective Agreement (expiry March 31, 2019) are satisfied.
3. Upon being hired into as a Donor Care Associate, an employee shall be placed on Tier 1 of the wage scale.
4. A Donor Care Associate who is on Tier 1 of the wage scale shall, upon commencement of training for Donor Screening be placed on Tier 2 of the wage scale.
5. A Donor Care Associate being placed on Tier 2 of the wage scale shall be placed on that Step (i.e. Start, Level 1, Level 2, etc.) of the Tier 2 equal to that Step she was previously on for Tier 1 (i.e. a Donor Care Associate on Level 2 of the Tier 1 wage scale shall be placed on Level 2 of the Tier 2 wage scale). A Donor Care Associate's placement on a higher Tier shall not affect her eligibility for anniversary increments.

For the Employer:

Date:

For the Union:

Date:

LETTER OF UNDERSTANDING 5 – EVENT COORDINATOR

Whereas the Employer has created the position of Event Coordinator in the bargaining unit, the Parties hereby agree to the following:

- 2. The wage scale for the position of Event Coordinator shall be:

Aug. 16/16	Oct. 1/16	Apr. 1/17	Oct. 1/17	Apr. 1/18
25.27	25.78	26.03	26.29	26.56
26.41	26.93	27.20	27.47	27.75
27.60	28.15	28.43	28.71	29.00
28.86	29.44	29.74	30.03	30.33
30.16	30.77	31.08	31.39	31.70

- 2. The provisions of Article 6.05 of the Collective Agreement (expiry March 31, 2019) are satisfied.

For the Employer:

Date:

For the Union:

Date:
