

NSUPE Local 12 & CBS - Collective Agreement – April 1, 2016 - March 31, 2021

**NOVA SCOTIA UNION
OF PUBLIC AND PRIVATE EMPLOYEES
(LOCAL 12)**

and

CANADIAN BLOOD SERVICES

**COLLECTIVE AGREEMENT
April 1, 2016 to March 31, 2021**

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THIS AGREEMENT made in duplicate as of the 1st day of April, 2016:

EFFECTIVE: April 1, 2016 to March 31, 2021

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 as set out in Certification Orders LRB 4333, LRB 5061 and LRB 6326 of the Labour Relations Board (Nova Scotia) and including all employees not specifically excluded by Section 2 of the *Trade Union Act*.

"Calendar Day" - means a day, and includes a working day, a day of rest, a holiday, etc.

"Centre" - means the Canadian Blood Services presently located in Halifax and Dartmouth, Nova Scotia.

"Classification" - means the job position and its duties.

"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. The singular and plural shall refer to the other unless, in either case, it is inconsistent with the context.

"Employer" - means the 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.

1.01

"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 regularly works the full time hours set out in Article 7.

"Lack of Work" - means an absence of work to be done for the Employer and not, for example, because the Employer has contracted out the work.

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

"Month" - means a calendar month.

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

"Part Time Employee" - is an employee who regularly works 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".

1.01

"**Vacancy**" - means the absence of an employee in a position, which includes having no incumbent for the position and when the incumbent is on leave from the position, including sick leave.

"**Working Day**" - means a day on which work is regularly scheduled and includes a day on which an employee would normally have been scheduled for work but is excused from work, etc.

"**Year**" - means a calendar year unless specifically modified to mean otherwise (e.g. fiscal year).

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 Certification Orders LRB 4333, LRB 5061 and LRB 6326 of the Labour Relations Board (Nova Scotia) and including all employees not specifically excluded by Section 2 of the *Trade Union Act*.

(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 the 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 the employee's 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 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 RECOGNITION OF EMPLOYER:

(a) The Union recognizes the exclusive right of the Employer 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 the employee does not meet the standards.

(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.

1.07 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, family 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.

(c) In cases of accommodation, the employee may have the assistance of the Union upon request.

1.08 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 *Labour Standards Code* or to grieve under this collective agreement.

1.09 TEMPORARY EMPLOYEES:

(a) All rights, privileges, duties and responsibilities set out in the collective agreement, including Union membership, shall apply to all temporary 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 employment when the employee is hired and, therefore, a temporary employee shall not be entitled to a notice period when the term of employment ends.

1.09

(c) It is agreed that a temporary employee is hired when a regular employee is not available or when the available hours cannot be distributed to regular employees and, therefore, a temporary employee is not entitled to the specified hours in a pay period pursuant to Article 7. Relief hours shall be distributed to regular employees in accordance with Article 7.07 before such hours are offered to temporary employee. Where relief hours are available for distribution to temporary employees because regular employees are not available pursuant to Article 7.07, the relief hours shall be offered to temporary employees on the basis of seniority provided no overtime is incurred.

(d) A temporary employee shall not be subject to a probation period unless the employee is hired as a regular full time employee or regular part time employee. A temporary employee may be dismissed for just cause or if the employee does not perform to the work standards established by the Employer in accordance with Article 2.03.

(e) A temporary employee shall not have the right to bump any other employee at the end of the temporary appointment or if the employee is displaced by being bumped but shall have the right to apply for any postings and to be appointed to any casual work pursuant to the provisions of this collective agreement. The continuous twelve (12) months during which a laid off employee retains the right to recall shall not be extended by appointments to casual work but shall be started again from the beginning following any period of work which the employee was awarded pursuant to a job posting.

(f) A temporary 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, Halifax.

2.03 PROBATIONARY EMPLOYEES:

(a) Every new regular employee hired full time shall initially be hired for a probationary period of sixty (60) working days and every new regular employee hired 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 the employee becomes a regular full time employee. A regular full time employee who undergoes a probationary period shall not undergo a probationary period if the employee 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 the probationary period and who moves to a full time position, must undergo the portion of the probationary period not completed in the part time position. A regular full time employee who has not finished the probationary period and who moves to a part time position must undergo the portion of 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 six (6) months in advance. It is understood that a combination of working notice and/or pay in lieu thereof to an employee satisfies the notice requirements hereunder. Employees shall be laid off in reverse order of seniority within the affected classification(s). The written notice shall include the reasons 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) Where it becomes necessary to make staff reductions in the bargaining unit, they shall first be carried out by attrition wherever possible and only thereafter shall displacement or layoff be used.

(c) Where displacement or layoff is necessary, the Employer shall attempt to minimize the effect of the displacement or layoff.

2.05

(d) A displaced regular full time employee may bump any regular full time employee or regular part time employee or temporary employee within the bargaining unit with less seniority provided the full time employee has the qualifications and ability to do the job of that employee. A displaced regular part time employee may bump any regular part time employee or temporary employee within the bargaining unit with less seniority provided the part time employee 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) In order to make every effort to avoid a loss of wages, an employee who is on layoff or who has had hours reduced due to lack of work shall be recalled to any vacancy within the employee's classification and status and shall be permitted to apply for vacant positions in accordance with this collective agreement and shall be offered all available work, of whatever length, before work is offered to employees with less seniority provided, in both cases, the employee has the qualifications and ability to do the job.

(f) Notwithstanding Article 2.05(e), an employee who is on layoff and who wishes to be offered work of a duration of less than sixty (60) working days, must advise the Employer of the employee's availability for such work.

(g) The Employer will maintain a list of those employees as described in Article 2.05(f) and will offer all available work of less than sixty (60) working days duration to these employees.

(h) A displaced employee may choose to bump in accordance with Article 2.05(d) or to accept a layoff.

(i) 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.

(j) An employee on layoff shall not be required to apply for vacant positions nor required to accept a recall if the employee has an alternative employment opportunity or an education or training opportunity that would be interrupted or lost by a recall. Notwithstanding the foregoing, if the job available with the Employer is a regular job with a rate of pay and hours of work equal to or better than the job from which the employee was laid off, then the employee must accept the recall or resign. However, an employee shall lose seniority and employment twenty-four (24) months following layoff. The Employer agrees that temporary employment opportunities during any period of layoff will be available to employees on layoff subject to the employee making the employee aware of opportunities for work that are required to be posted.

2.05

(k) An employee who is recalled to a regular position shall have five (5) working days from receipt of the notice of recall to provide the Employer with notice of intent to accept the recall. If the employee is employed elsewhere the employee shall be permitted a further ten (10) working days to return to work.

(l) 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 the employee's most recent address.

2.06 SEVERANCE ALLOWANCE:

(a) Regular employees with greater than one (1) year's service who do not accept recall rights or do not displace other employees in accordance with Article 2.05 above, shall receive a severance payment equal to two (2) week's pay for each year of service to a maximum of twenty-six (26) weeks. For regular part time employees this severance payment will be calculated by determining the average weekly regular wages earned by the employee in the twenty (20) week period immediately preceding the date of layoff.

(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 the employee may be aware of the records and also to give the employee an opportunity to object, comment or respond if the employee 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.

2.07

(c) An employee shall have the right at any time, with reasonable notice and providing operational requirements permit, to see the employee's 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 the employee has previously responded and such response shall become part of the employee's file. The employee shall be permitted, at the employee's 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 the employee has not already been provided a true copy. With the employee's permission, a Union representative may accompany the employee 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 the employee, 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. Non-conformance reports are used for the purpose of training and correcting errors and are not considered disciplinary.

2.08 DISCIPLINE:

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

(b) Subject to Article 2.03(a), no employee shall be dismissed, suspended or otherwise disciplined without just cause.

(c) Before meeting with an employee for the purpose of investigation or imposing discipline, the Employer shall, where practicable, provide notice to the employee and to the Union at least twenty-four (24) hours in advance unless a shorter period is agreed.

(d) 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.

2.08

(e) In all cases of discipline the burden of proof of just cause shall lie with the Employer and evidence shall be limited to the grounds stated in the letter and the employee's record as outlined in Article 2.07(d).

(f) A letter of discipline shall include particulars of the work performance or other event which led to the discipline or it shall not become part of the employee's record and may not be used against the employee.

(g) 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 UNNAMED INSURED:

The Employer shall ensure that members of the bargaining unit are included as unnamed insureds in the Employer's General Liability Insurance Policy(s).

2.10 WITHDRAWAL OF RESIGNATION:

An employee who resigns from employment with the Employer shall be entitled to withdraw the 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 SAFETY EQUIPMENT:

(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).

2.12

(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 Nova Scotia, the Employer shall provide same.

(f) Employees required to wear personal protective equipment in accordance with the *Occupational Health and Safety Act* for the Province of Nova Scotia, shall have such personal protective gear provided by the Employer. The Employer shall pay each Driver a boot and glove allowance of one hundred and sixty-five dollars (\$165.00) a year and shall pay each Donor Care Associate or any other employee who goes on mobile clinics and is required to load and unload, a boot and glove allowance of eighty-two dollars and fifty cents (\$82.50) a year. These amounts are inclusive of GST and shall be paid on the first pay in October of each year. Probationary employees shall receive this amount pro-rated to the first pay in October. Employees who terminate employment prior to October 1st of any year may be required to reimburse the Employer for this amount pro-rated from the prior October 1st. If an employee's boots are rendered unsafe or unusable through an event at work then, upon presentation of the circumstances to the Employer, the Employer may advance the next payment.

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) Each Driver shall be provided a single room for accommodation, subject to room availability.

(d) 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) The Employer shall provide transportation home or a mileage allowance to all employees who return to their respective Centre from a clinic after 9:00 p.m. For employees utilizing taxis as transportation home after 9:00 pm, taxi fare shall be provided up to a maximum of twenty-six dollars (\$26.00). If the Employer does not provide parking for an employee the Employer shall pay the employee at the prevailing corporate mileage rate paid to management, from the employee's Centre to the employee's residence, subject to a maximum payment of twenty-six dollars (\$26.00).

(b) Employees returning to their respective Centre from out of town clinics after 7:00 p.m. during the period October 1st to March 31st shall be paid transportation home or a mileage allowance in accordance with Article 2.14(a). Employees returning to their respective Centre from out of town clinics after 9:00 p.m. during the period April 1st to September 30th shall be paid transportation home or a mileage allowance in accordance with Article 2.14(a).

(c) No employee will be required to use the employee's own vehicle for the Employer's purposes.

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 designate determines that a replacement is necessary and, further provided, that a replacement is available.

2.15

(e) While on a mobile clinic, travel time to and from a restaurant shall be paid time, however, such time paid shall not be considered for the purposes of calculating overtime. It is understood that a meal period begins when leaving a clinic for the restaurant and ends when arriving back at the clinic from the restaurant.

2.16 DRIVERS ON OUT OF TOWN MOBILES:

(a) Subject to meeting operational requirements of the Employer and provided no additional cost is incurred to the Employer, Drivers shall be permitted the option to drive from one location to another at night or remain overnight and drive the next morning.

(b) In adverse weather conditions Drivers and the Employer, in consultation with the appropriate highway authority, shall discuss any delay and the anticipated time the Driver will be able to continue.

(c) Subject to meeting the operational requirements of the Employer and provided there is no additional cost to the Employer, Drivers may have different departure times from the mobile than the rest of the mobile team for the return back to the Halifax Centre.

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, arrears and other amounts required to be paid by the Union.

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 retain and accumulate seniority for up to six (6) months after which the employee shall not accrue any additional seniority but shall retain seniority already accrued, and shall continue to pay all Union dues and other deductions during the period of promotion or transfer. Such dues and other deductions will be paid to the Union directly by the employee and the employee shall also continue to have access to the grievance procedure for all issues related to unjust discipline or dismissal.

(b) The Employer shall promptly give the Union written notice of such promotion or transfer including the expected duration of the promotion or transfer.

3.04 INFORMATION ON BARGAINING UNIT EMPLOYEES:

The Employer shall provide the Union, on request and when available, with a list of employees in the bargaining unit, together with their position title, employee's 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 proven claims or demands from employees covered by this collective agreement as a result of the Employer acting in compliance with the requirements of Article 3.

ARTICLE 4 - SENIORITY

4.01 DEFINITION:

(a) Seniority is the last length of service in the bargaining unit.

(b) Notwithstanding (a) above, a bargaining unit member who takes a regular job with the Employer that is not included in the bargaining unit shall retain and continue to accumulate seniority during the probationary or trial period of such job to a maximum of sixty (60) working days. At the expiration of the probationary or trial period or, if earlier, the sixty (60) working days, if the employee remains in the job, the employee shall lose all accumulated seniority and, if the employee later returns to the bargaining unit, the provisions of (a) above shall apply.

4.02 ACCUMULATION:

Every employee shall accumulate seniority from the first day of employment, subject to the provisions of Article 4.01.

4.03 PREFERENCE:

An employee's seniority shall be used in determining preference or priority for promotions, transfers, layoffs, and permanent reductions in the workforce and recall.

4.04 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.

4.05 LOSS OF SENIORITY:

An employee shall not lose seniority rights or seniority if 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 the employee:

- (1) is discharged for just cause and is not reinstated;
- (2) resigns or leaves of the employee's own accord and has not withdrawn the resignation pursuant to this collective agreement;
- (3) is absent from work in excess of five (5) working days without sufficient cause and without notifying the Employer unless such notice was not reasonably possible;
- (4) accepts a regular position outside the scope of the bargaining unit after completion of the probationary or trial period in accordance with Article 4.01.
- (5) fails to return to work within ten (10) working days following a layoff after being notified by registered mail to do so, unless through sickness or other just cause.
- (6) is laid off without a return to work for a period longer than twelve (12) continuous months.

4.06 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, pregnancy 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) Consideration for transfer or promotion may be given to the senior applicant who does not possess the required qualifications but is preparing for qualification prior to filling the vacancy. Such employee may be given a trial period to qualify within a reasonable length of time, operational and regulatory requirements permitting, and to revert to the employee's former position if the required qualifications are not met within such time, in accordance with Article 5.06.

5.02 APPOINTMENT:

Appointments from within NSUPE Local 12 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, within five (5) working days, notify the Union in writing and post notice of the position throughout the bargaining unit for a period of five (5) consecutive working days.

(b) Qualified applicants from among regular employees from within the bargaining unit shall be considered and fully processed before applications from temporary employees from within the bargaining unit and/or external applicants.

5.03

(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.

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 a bargaining unit position 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, and work location.

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 ability to perform the duties of the position.

(b) Conditional on successful completion of the trial period, the promotion, transfer or appointment shall be confirmed.

(c) In the event the employee, during the trial period as noted in Article 5.06(a) above, proves unsatisfactory in the position or states in writing that the employee wishes to return to the employee's former job or status, the employee shall be returned to the former position or status without loss of seniority and at a wage or salary not less than the employee 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 that employee's former position or status in a similar manner.

(e) This right to return to an employee's former position shall apply to members of the bargaining unit who are transferred, promoted or appointed to positions in bargaining units that have reciprocal rights.

5.06

(f) In the case of a promotion, transfer or appointment to a non-bargaining position, the successful applicant shall have up to twenty (20) working days to determine if the employee wishes to return to the bargaining unit and retain seniority. The employee may also return to the bargaining unit and retain seniority if the Employer determines the employee is unsatisfactory in the position and returns the employee to the bargaining unit within sixty (60) working days.

5.07 UNION NOTIFICATION:

The Union shall be notified, by the Employer, of all bargaining unit appointments, hirings, promotions, transfers and terminations within ten (10) working days 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) Under normal circumstances, newly hired Donor Care Associates shall be trained in all aspects of the duties of the position within one (1) year of successfully completing the probationary period.

(b) Employees assigned by the Employer to training duties shall be paid a premium of one dollar and ten cents (\$1.10) an hour, for any time they are preparing for training and conducting training. Training includes instruction and demonstration of matters that require a sign off on training records and retraining.

5.10 EMPLOYEE CONSENT:

No employee will be transferred, promoted or appointed to a position without the employee's consent.

5.11 PHLEBOTOMY CERTIFICATE:

An employee trained in phlebotomy who has successfully completed the Employer's training course shall be issued a certificate to that effect.

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. Regular full time employees shall be paid their full weekly pay even if, through no fault of their own, they have been scheduled to work less than thirty-seven and one-half (37.5) regular hours in any week. Regular part time employees shall be paid at the straight time rate for the regular hours worked in each week or for the hours required by Article 7.01, whichever is greater, provided they are available for work during the hours required.

(b) Each full time employee shall receive an increment Step increase on each annual anniversary date following hiring until the employee reaches the highest Step. 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 the employee's date of hire, as the case may be. When a part time employee becomes a full time employee the next annual increment Step increase shall be calculated in the same manner as set out above for a part time employee and thereafter shall be calculated as a full time employee. A temporary employee shall receive an increment Step increase for each one thousand nine hundred and fifty (1950) paid straight time hours. When a temporary employee becomes a regular full time employee or a regular part time employee the next increment Step increase shall be calculated in the same manner as set out for temporary employees and thereafter shall be calculated as a regular part time employee or as a regular full time employee as appropriate.

(c) 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.

(d) 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.

(e) When a payday falls on a holiday, payment shall be made on the last prior banking day.

(f) When an employee is awarded a higher paying position within the bargaining unit, the salary of such promoted employee shall be advanced to that step on the scale of the new position which will result in a salary increase of at least eight percent (8%) provided it does not exceed the pay scale of the new position.

6.02 ASSIGNMENT TO LOWER PAID CLASSIFICATION:

Any employee temporarily assigned to do work in a lower paid classification than the employee's own shall be paid at the employee's regular rate of pay.

6.03 ASSIGNMENT TO HIGHER PAID CLASSIFICATION:

When an employee is temporarily assigned to do work in a higher paid classification than the employee's own, within the bargaining unit, the employee shall be paid the rate in the salary range which is next higher than the employee's previous rate.

6.04 ASSIGNMENT TO HIGHER PAID POSITION OUTSIDE BARGAINING UNIT:

Any employee temporarily assigned to do work in a classification that is outside the bargaining unit shall continue to have access to the grievance procedure of this collective agreement for all issues related to unjust discipline or dismissal.

6.05 PART TIME PAY FOR TIME AWAY FROM CENTRE:

Part time employees on overnight mobile shall be paid a minimum of seven and one-half (7.5) hours a day, or actual hours worked, whichever is greater, except for travel days returning from a clinic when they shall be paid for actual hours worked.

6.06 CALCULATION OF PAY FOR PAID LEAVE:

(a) A full time employee shall be paid based upon the employee's posted scheduled straight time hours of work for each working day the employee is on paid leave. If the employee's leave continues beyond the posted scheduled hours of work and because of the employee's paid leave no further hours are scheduled, the employee shall be paid seven and one-half (7.5) hours for each full working day the employee is on 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 the employee's 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.

6.07 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 to arbitration in accordance with Article 20 of the collective agreement.

6.08 INCONVENIENCE ALLOWANCE:

Employees required to travel on overnight clinic assignments will be paid an inconvenience allowance of three dollars (\$3.00) per night, per overnight stay.

ARTICLE 7 - WORKING HOURS

7.01 REGULAR HOURS:

(a) The regular work week for full time employees shall consist of an average of seventy-five (75) hours in a bi-weekly period.

(b) Part time employees may be scheduled to work less than thirty-seven and one-half (37.5) regular hours a week and seven and one-half (7.5) hours a day, Monday to Friday inclusive subject to Article 7.01(d), but on any day the employee works, no less than four (4) hours a day. Additionally, three (3) part time Drivers shall receive a minimum of sixty (60) hours work in a pay period, two (2) part time Drivers and eight (8) part time Donor Care Associates shall receive a minimum of fifty (50) hours work in a pay period and two (2) part time Drivers and three (3) Donor Care Associates shall receive a minimum of forty (40) hours work in a pay period. These specified hours shall be offered to part time employees on a seniority basis in accordance with the above noted classifications and when an employee from this group leaves that employee shall be replaced by an employee from the non-specified group on a seniority basis in accordance with the above noted classifications. Regular hours and overtime hours shall count towards the minimum hours. Time scheduled or offered but which an employee does not work, through no fault of the Employer, shall count towards the minimum hours. In pay periods which include holidays, hours worked on a holiday shall not count towards the minimum hours and the specified minimum hours shall be reduced for that pay period by ten percent (10%) for each holiday falling on a normal workday. The Employer shall provide the Union with a list of employees and their specified hours upon request, but not more than once per month.

(c) Where scheduled hours exceed the normal workday, employees may be required to work up to a maximum of nine (9) continuous hours a day at straight time rates subject to overtime rates applying if the total pay period hours exceed seventy-five (75).

(d) The regular working day shall not commence earlier than 7:00 a.m. for Drivers and 7:45 a.m. for Donor Care Associates and shall finish not later than 12:00 midnight. Working hours shall be continuous and there shall be no split shifts but the provision of a paid break or an unpaid meal period of one (1) hour maximum shall not constitute a split shift. 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. Events Coordinators, Volunteer Coordinators and Territory Managers shall not commence work sooner than 7:45 a.m.

7.01

(e) One (1) meal [period shall be provided for each shift in excess of five (5) hours. All meal periods shall be thirty (30) to sixty (60) minutes, however, dinner periods on out-of-town mobile clinics where two (2) sessions occur in one (1) day shall normally be sixty (60) minutes. Lunch at both permanent clinic locations and mobile clinics shall be between 11:00 and 13:00. Dinner for permanent clinic locations shall be between 15:00 and 18:00 and for mobile clinics shall be between 15:30 and 18:30.

7.02 WEEKEND WORK:

The following terms and conditions shall apply in addition to other terms and conditions set out in this collective agreement.

- (a) Employees shall be paid at the straight time rate if they have not exceeded seventy-five (75) straight time hours in the pay period or the daily allowable straight time hours.
- (b) Where an employee works a Saturday or a Sunday shift in this manner the employee shall receive another day off during that pay period as a day of rest.
- (c) Weekend shifts shall be assigned equitably on a rotating basis.
- (d) Where an employee is required to work more than one (1) Saturday and/or Sunday in three (3), the employee shall be paid a premium of twenty-five percent (25%) of the employee's regular straight hourly rate for each hour worked on that Saturday and/or Sunday.
- (e) An employee may request to be scheduled to work more than one (1) Saturday in three (3) or more than one (1) Sunday in three (3) and the request shall be granted unless other employees want to share Saturday or Sunday work. Article 7.02(d) shall not apply in such a case.
- (f) Employees may exchange weekend shifts provided the exchange does not incur extra cost, but shall advise their supervisor prior to the commencement of work.
- (g) An employee may agree to work on the substituted day of rest at straight time, subject to the daily allowable straight time hours, if the employee has not or will not have worked seventy-five (75) straight time hours in that pay period.
- (h) Weekend shifts shall be a minimum of four (4) hours.
- (i) Employees shall be paid an hourly premium of two dollars and fifty cents (\$2.50) per hour. This premium shall be paid for all hours worked on a Saturday or a Sunday, including overtime hours.
- (j) Where the ratio of one (1) Saturday in three (3) or one (1) Sunday in three (3) is referred to above, the ratio of one (1) Saturday in four (4) or one (1) Sunday in four (4) shall apply to employees hired on or before January 1, 1994.

7.03 WORK SCHEDULE:

- (a) The hours and days of each employee shall be posted in the work place four (4) weeks in advance and, except for occasions of cancellation of clinics beyond the control of the Employer or staff replacement, the schedule shall not be altered or changed without the consent of the employee. Where work is cancelled:
- (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, the employee shall be paid for four (4) hours;
 - (iii) if a part time employee is notified of the cancellation upon arriving at work and permitted to return home, the employee shall be paid for a minimum of four (4) hours;
 - (iv) if a part time employee reports for work and the employee's hours are changed, the employee 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) Where employees are required to report for work at the Halifax Centre or the Dartmouth Centre and the Centre has been closed or later closes as a result of severe weather conditions or an emergency, employees who are required to work during the closure when other employees have been told not to report for work or have been sent home, shall be paid at the rate of one and one-half times (1.5X) their regular rate of pay for all time following the closure.
- (d) It is understood that any change in days off initiated by an employee and approved by the Employer, shall not result in overtime costs.
- (e) A request for time off shall normally be made prior to the posting of the schedule. If the request is made after the schedule is posted the employee shall be responsible for arranging a replacement at no overtime cost to the Employer.

7.04 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 consisting 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 consisting 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 7.04(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.

7.05 NOTICE FOR EMERGENCY CLINICS:

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

7.06 DAYS OF REST:

All employees shall receive four (4) days of rest per pay period, two (2) of which shall be consecutive. On weeks in which an employee is not scheduled to work a weekend, those days shall be scheduled as the employee's two (2) consecutive days of rest. Notwithstanding Article 8.03(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.

7.07 RELIEF HOURS:

Part time employees shall be offered available relief hours on the basis of seniority, subject to the employee's availability and operational requirements, provided no overtime is incurred. Relief hours are those hours which become available in addition to the employee's scheduled hours or longer shifts which become available. Where such hours are assigned to a part time employee to ensure the employee receives the required forty (40) hour minimum in a pay period, such assignment shall not be a violation of this provision.

7.08 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, subject to Article 7.07. 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) the employee's regular rate for the difference in the time of the rest period and the time of commencement of work.

7.09 MAXIMUM WORKING HOURS:

Except for emergencies, no employee shall be required or permitted to have a shift in excess of sixteen (16) consecutive hours inclusive of rest periods and meal periods. 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 the employee's regular straight time rate.

7.10 SHIFT DIFFERENTIAL:

Any employee working at straight time rates between 7:00 pm and start time the next day shall be paid, in addition to the employee's straight time pay, a shift differential of \$1.10 an hour for all hours worked during the shift differential hours. Such shift differential shall not apply to hours of work for which the ground run premium provided for in Article 8.03(c) is paid.

ARTICLE 8 - OVERTIME

8.01 OVERTIME DEFINED:

Any work performed other than during the hours of work provided for in Article 7 shall constitute overtime and shall be payable at the rate of time and one-half (1.5X) except where double time (2X) is payable.

8.02 DISTRIBUTION OF OVERTIME:

Where possible overtime shall be distributed equally among employees qualified and available to perform the work.

8.03 TIME AND ONE-HALF AND DOUBLE TIME:

- (a) All work performed in excess of the straight time hours in a regular day provided for in Article 7 shall be compensated at one and one-half times (1.5X) the regular rate, subject to the employee's option to choose time off in lieu pursuant to Article 8.06.
- (b) All work performed on the second or fourth day of rest in a pay period shall be compensated at double (2X) the regular rate and all work performed on any other day of rest shall be compensated at one and one-half times (1.5X) the regular rate.
- (c) All work in excess of twelve (12) consecutive hours or between 12 midnight and the time for commencing work set out in Article 7.01 shall be compensated at double (2X) the regular rate. It is understood that for ground runs between New Brunswick and Nova Scotia instead of double (2X) the regular rate for each hour worked between 12 midnight and the time for commencing work set out in Article 7.01, a premium of twelve percent (12%) of the straight time rate for each hour so worked shall apply.

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 the employee's 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 appropriate rate. 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	\$9.50
Lunch	\$12.00
Dinner	\$17.50

Should the Employer increase the above amounts for the other represented employees at the Centre, such increases shall immediately apply to employees in the bargaining unit.

9.02 MEAL ALLOWANCE PAYABLE:

(a) Employees shall be paid meal allowance for meals on overnight clinics and out of town clinics (outside the former City of Halifax or City of Dartmouth, as the case may be) provided that a meal allowance will only be paid for dinner on the day employees return from the clinic, if they return to the Centre after 5:00 p.m.

(b) Employees working on mobile clinics within the former City of Halifax or City of Dartmouth 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 the employee's 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

10.01 ON CALL:

- (a) Employees assigned on call shall receive on call pay at the rate of ten percent (10%) of their basic hourly rate for each hour assigned to on call duty.
- (b) Employees assigned on call on their scheduled day(s) off shall receive twelve percent (12%) of their basic hourly rate for each hour assigned to on call duty.
- (c) Employees assigned on call on designated holidays shall receive on call pay at the rate of fifteen percent (15%) of their basic hourly rate for each hour assigned to on call duty.
- (d) On call pay ceases in the event of a call back.
- (a) It is expected that employees on call will respond in a timely fashion.

10.02 TIME WORKED:

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

10.03 MINIMUM PAY:

(a) An employee required to report for duty after completing the employee's regularly scheduled shift and prior to the commencement of the employee's next regularly scheduled shift shall be guaranteed a minimum of three (3) hours pay at the employee's prevailing overtime rate for each occurrence or shall be paid for all time worked at the appropriate overtime rate, whichever is greater, except when the employee is called back within three (3) hours prior to the commencement of a regularly scheduled shift the employee shall be paid at the appropriate overtime rate.

(b) Notwithstanding Article 10.03(a), a part time employee offered extra hours during the period between the start time set out in Article 7.01 and 12 midnight, shall be guaranteed a minimum of three (3) hours pay at the employee's regular rate of pay except when called to work within three (3) hours prior to the commencement of the employee's regularly scheduled shift. Notwithstanding the foregoing, when the employee has worked more than the applicable hours set out in Article 7.01 in that day or seventy-five (75) hours in that pay period then the employee shall be paid in accordance with Article 10.02(a).

10.04 COST OF TRAVEL:

When an employee is called back to work the employee shall be provided, by the Employer, with taxi service to and from the place of employment to a maximum of twenty-six dollars (\$26.00). If the employee chooses to provide the employee's own transportation the Employer shall pay the employee at the prevailing corporate mileage rate from the employee's place of residence to the Centre or place of work and back to the employee's place of residence to a maximum of twenty-six dollars (\$26.00).

ARTICLE 11- HOLIDAYS

11.01 HOLIDAYS:

The holidays shall be:

- (1) New Year's Day
- (2) Nova Scotia Heritage Day
- (3) Good Friday
- (4) Easter Monday
- (5) Victoria Day
- (6) Canada Day
- (7) Civic Holiday or first Monday in August
- (8) Labour Day
- (9) Thanksgiving Day
- (10) Remembrance Day
- (11) one-half (0.5) day on the last working day before Christmas day
- (12) Christmas Day
- (13) Boxing Day
- (14) one-half (0.5) day on the last working day before New Year's day
- (15) Any other day proclaimed by the Government of Canada, Government of Nova Scotia, or by the Halifax Regional Municipality as a general holiday.

11.02 HOLIDAY PAY:

(a) (i) All regular full time employees shall be paid for seven and one-half (7.5) hours at their regular rate of pay for the holidays listed in Article 11.01.

(ii) All 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.

(iii) In lieu of receiving pay for the holidays listed in Article 11.01, temporary employees shall be paid four and eighty-eight one hundredths percent (4.88%) of their straight time earnings on each regular pay.

(b) Any work performed on a day designated as a holiday shall be compensated at the rate of double time (2X).

(c) An employee who works on any of the holidays listed in Article 11.01 shall receive pay as described in Article 11.02 (b) in addition to pay as described in Article 11.02 (a).

11.02

(d) A regular employee who works on a holiday shall be permitted to bank the holiday pay set out in Article 11.02 (b) at a rate of two (2) times the amount of time worked 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. Any banked time off in lieu of a holiday in excess of thirty-seven and one-half (37.5) hours that is not taken by March 1 of each calendar year shall be paid out to the employee.

11.03 DESIGNATED DAY:

When a holiday(s) listed in Article 11.01 falls on a regular full time or regular part time employee's day of rest the next regularly scheduled work day(s) shall be designated as the holiday.

11.04 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 in accordance with the provisions of Article 12.

ARTICLE 12 - VACATIONS

12.01 VACATION YEAR AND VACATION DAY:

The vacation year is defined as the period from April 1 to the following March 31 inclusive and a vacation day for 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 continuous employment and continuing up to and including four (4) years, employees shall be entitled to three (3) weeks, for a total of fifteen (15) working days, paid vacation.

(c) After four (4) years of continuous employment and continuing up to and including fourteen (14) years, employees shall be entitled to four (4) weeks, for a total of twenty (20) working days, paid vacation.

(d) After fifteen (15) years of continuous employment, employees shall be entitled to four (4) weeks plus one (1) day per year for a total of twenty-one (21) working days paid vacation per year.

(e) After sixteen (16) years of continuous employment, employees shall be entitled to four (4) weeks plus two (2) days per year for a total of twenty-two (22) working days paid vacation per year.

(f) After seventeen (17) years of continuous employment, employees shall be entitled to four (4) weeks plus three (3) days per year for a total of twenty-three (23) working days paid vacation per year.

(g) After eighteen (18) years of continuous employment, employees shall be entitled to four (4) weeks plus four (4) days per year for a total of twenty-four (24) working days paid vacation per year.

12.02(1)

(h) After nineteen (19) years of continuous employment, and continuing up to and including twenty-five (25) years, employees shall be entitled to five (5) weeks, for a total of twenty-five (25) working days, paid vacation per year.

(i) After twenty-five (25) years of continuous employment and for each year thereafter, employees shall be entitled to six (6) weeks, for a total of thirty (30) working days, paid vacation per year.

(2) Regular part time employees and temporary employees shall receive annual vacation pay, included on each pay, and leave in accordance with the following:

(a) Part time employees and temporary employees shall, commencing with employment, be paid six percent (6%) of gross earnings on each pay.

(b) Upon attaining seven thousand eight hundred (7,800) straight time hours of employment, part time employees and temporary employees shall be paid eight percent (8%) of straight time earnings on each pay.

(c) Upon attaining thirty-seven thousand and fifty (37,050) straight time hours of employment, part time employees and temporary employees shall be paid ten percent (10%) of straight time earnings each pay.

(d) Upon attaining forty-eight thousand, seven hundred and fifty (48,750) straight time hours of employment, part time employees and temporary employees shall be paid twelve percent (12%) of straight time earnings each pay.

(e) Any regular part time employee, upon notice to the Employer, shall be permitted to set aside the employee's vacation pay in any year. Balances will be paid in full on the last pay day in November. Employees may also request to have their balance paid in full at one (1) other time per fiscal year.

(f) After twelve (12) months of employment part time and temporary employees shall be entitled to take an annual, unpaid vacation leave of up to three (3) weeks per vacation year. It is not necessary that this leave be taken continuously.

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) Individual vacation shall be scheduled through consultation between the employees and the appropriate level of supervision with due consideration being given to the efficient operation of the Employer and the personal desires of employees. Operational requirements permitting, and upon the request of the employee, an employee shall receive, consecutively or otherwise, up to three (3) 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 February 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 April 15th by the Employer. Employees who do not indicate preferred dates for vacation before March 15th will be allocated vacation dates on a first come first served basis 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 the employee's favour, once in that June 1st to September 30th period.

12.05 NOTIFICATION:

The Employer shall notify each employee of the employee's vacation entitlement for each year prior to the distribution of the vacation sign up list noted in Article 12.04(b). In addition, throughout the year an employee shall be informed of any remaining balance of vacation entitlement upon request, and the Employer shall respond at the earliest opportunity.

12.06 VACATION PAY:

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

12.07 VACATION CARRY OVER:

Upon written request to the Employer, prior to October 15 of the current vacation year, the Employer shall permit an employee to carry over five (5) days of 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.

12.08 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.

12.09 VACATION ON TERMINATION:

An employee who terminates employment and does not withdraw the resignation pursuant to Article 2.09 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. However, in the event of the employee's death the employee's beneficiary or estate shall receive full vacation entitlement for that year.

12.10 NO WORK DURING VACATION:

No employee shall be required to work during the employee's scheduled vacation period and no changes shall be made to an employee's vacation schedule without the consent of that employee. However, if an employee is asked to work during any part of the vacation and agrees to do so, the employee shall be paid for that time at one and one-half times (1.5X) the employee's 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 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 the employee's work for the Employer and when the employee is absent from work because the employee 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 13.12 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", "sick leave pay" and " sick leave benefits" include regular earnings only, exclusive of overtime, premiums, etc. but including pension and group benefits, and subject to any maximum earnings or hours contained in the collective agreement, to which an employee would be entitled while at work, unless otherwise specified in this collective agreement. An employee shall be paid sick leave benefits on the normal pay day. An employee shall be paid sick leave in accordance with Article 6.06.

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, request a medical certificate certifying that the employee is or was unable to carry out the employee's duties due to sickness, after an absence of three (3) consecutive working days or if there is a pattern of absenteeism.

13.04 REPORTING ABSENCE AND RETURN:

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

13.05 SICK LEAVE RETAINED:

When an employee is on leave of absence without pay the employee shall retain 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) Employees who accrued sick leave under previous accumulation provisions will retain their accumulated sick leave for their future use and will accrue sick leave, on a pro-rata basis where full time equals one thousand nine hundred and fifty (1950) hours a year, in accordance with the following provisions. One day of sick leave is equal to seven and one-half (7.5) hours.

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

(c) Based on continuous service, sick leave credits will accrue as listed below:

Length of service	100% salary entitlement	75% salary entitlement	66 2/3 % salary entitlement
Less than one year, commencing on the first calendar day after 3 months continuous service completed	5 days	5 days	65 days
1 year	10 days	20 days	45 days
2 years	15 days	35 days	25 days
3 years	20 days	50 days	5 days
4 years	25 days	65 days	
5 years	30 days	80 days	

6 years	35 days	95 days	
7 years	40 days	110 days	
8 years	45 days	125 days	
9 years	50 days	140 days	
10 years	55 days	155 days	
11 years	60 days	170 days	
12 years	65 days	185 days	
13 years	70 days	190 days	
14 years	75 days	185 days	
15 years	80 days	180 days	
16 years	85 days	175 days	
17 years	90 days	170 days	
18 years	95 days	165 days	
19 years	100 days	160 days	
20 years	105 days	155 days	
21 years	110 days	150 days	
22 years	115 days	145 days	
23 years	120 days	140 days	
24 years	125 days	135 days	
25 years	130 days	130 days	

(d) **Less than seventy-five (75) days of sick leave credits.** Where an employee, who through earlier use of sick leave, has less than seventy-five (75) days of sick leave credits available, additional sick leave credits will be made available to that employee if required due to sickness, in order to bring the total period of sick leave credits to seventy-five (75) days of sick leave. The additional credits made available pursuant to this provision shall be paid at 66 2/3 % of straight time pay.

13.07

(e) **Reinstatement of sick leave credits.** When an employee returns to active employment (assuming the responsibilities of the employee’s regular position at the employee’s regular hours for the work) following a period of sick leave, sick leave credits, to a maximum of seventy-five (75) days at 66 2/3% pay will be reinstated after the following intervals:

- (i) One (1) month after return to employment in the case of a new disability, and
- (ii) Three (3) months after return to employment in the case of a recurrence of the same disability.

13.08 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.

13.09 PROBATIONARY EMPLOYEES:

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

13.10 TERMINATION OF SICK LEAVE BENEFITS:

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

13.11 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 the right to the employee’s position for twenty-four (24) months after the first day on which the employee 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 that employee’s regular position upon the return of the employee from illness.

(b) If an employee exhausts 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 the employee’s share of such benefits.

13.12 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 receive from the Employer the difference between the amount payable by the Workers' Compensation Board and the employee's regular, gross pay to the maximum amount permitted by the Act. Until the employee's claim is accepted or refused, the Employer shall pay the employee the amount required if the claim were accepted. In order to continue receiving regular salary the employee shall assign the compensation cheque to the Employer. The usual payroll deductions will continue. 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 the employee's available sick bank reduced by the number of hours paid to the employee as a Workers' Compensation benefit and the Employer shall pay to the employee, the difference between such Workers' compensation benefit and the employee's entitlement under the sick leave provisions.
- (d) The provisions of Article 13.11 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 13.12(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) An employee shall be entitled to five (5) consecutive working days leave of absence within a seven (7) calendar day 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 the employee's spouse, child, parent or sibling.

(c) An employee shall be entitled to three (3) consecutive working days leave of absence within a seven (7) calendar day period without loss of 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 the employee's grandparent, grandchild, parent-in-law or child-in-law.

(d) An employee shall be entitled to one (1) working 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 the employee's aunt, uncle, niece, nephew, sister-in-law, brother-in-law or any relative who, until that person's 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 without loss of pay may be granted if overnight travel is required to attend the funeral or memorial service.

14.02 UNION LEAVE:

(a) The Union, upon reasonable notice to the Employer, and operational requirements permitting, shall be entitled to take members off the job on leave with pay to represent the Union at Conventions or to attend Executive and committee meetings of the Union, for a total of ten (10) working days per year.

(b) The Employer, upon reasonable notice from the Union, and operational requirements permitting, shall grant additional leave of absence without pay for the use of Union members, when they are delegated by the Union, for the purpose of attending to Union business, provided that the Employer shall continue the members' pay at the request of the Union as if they were at work and shall bill the Union for those members' pay. The Union shall reimburse the Employer within thirty (30) calendar days.

(c) 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 thirty (30) continuous calendar days or more, up to and including two (2) calendar years. In such a case, the Employer shall continue all pay and shall bill the Union for such amounts which are not claimed by the Union pursuant to Article 14.02(a). The Union shall reimburse the Employer bi-weekly.

(d) Pay includes all compensation excluding overtime, benefits and pension contributions 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.

(e) Requests for Union leave must be made in writing and the Employer shall not unreasonably withhold permission, provided there is no negative impact on the operation.

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 work without obtaining the permission of the employee's 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. The three (3) 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 or conciliation meetings. These employees shall not be eligible for overtime payments for time spent in such meetings. No more than two (2) members of the committee will be from any one (1) classification.

14.06 LEAVE FOR POLITICAL PARTICIPATION:

- (a) On the written request of the employee, the Employer shall grant a leave of absence without pay so that an employee may be a candidate in Federal, Provincial, Municipal or School Board elections.
- (b) If an 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 requests. No employee shall be required to take such leave of absence unless:
 - (1) the employee cannot reasonably perform the employee's 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 the employee 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 without loss of pay for any employee required to appear for jury selection or to serve on a jury.

(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 the employee's work.

(d) An employee subpoenaed, summonsed or required to appear before any court, tribunal or like body by the Employer shall also be paid applicable expenses.

14.08 PERSONAL LEAVE WITHOUT PAY:

(a) All employees shall be entitled to personal leave of absence for good and sufficient cause, without pay and without loss of seniority, provided the employee requests such leave in writing. Such requests shall be submitted 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 any 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 any group benefit the employee wishes to have continued.

14.09 FAMILY ILLNESS LEAVE:

Employees shall be allowed up to fifteen (15) working days leave with pay per calendar year when no other than the employee can reasonably provide for the needs, during illness, of an employee's child, spouse, parent or grandparent, all as defined in Article 14.01(a). Such leave shall be deducted from the employee's sick leave bank.

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 paid for by the Employer.

14.11 WEDDING LEAVE:

(a) Upon written request to the Employer, four (4) weeks in advance, a regular employee shall be granted three (3) working days leave of absence with pay on the occasion of the employee's wedding. The leave may be taken immediately prior to, immediately after or so as to include the wedding day.

(b) Upon written request to the Employer, four (4) weeks in advance, a regular employee shall be granted one (1) working day leave of absence with pay on the occasion of the wedding of the employee's parent, child or sibling as defined in Article 14.01(a). The leave may be taken immediately prior to, immediately after or on the wedding day.

14.12 EMERGENCY LEAVE:

(a) An employee who is working outside the Centre and 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 the employee's regularly scheduled shift and a proportionate amount of time shall be deducted from the employee's 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 *Labour Standards Code* (Nova Scotia).

ARTICLE 15-PREGNANCY AND PARENTAL LEAVE

15.01 PREGNANCY LEAVE:

(a) Employees shall be granted pregnancy leave in accordance with the provisions of this collective agreement or in accordance with the provisions the *Labour Standards Code* of the Province of Nova Scotia, whichever are greater.

(b) An employee shall, no later than the fifth month of pregnancy, forward to the Employer a written notice that the employee will be taking maternity leave.

(c) An employee requesting pregnancy leave shall provide the Employer with at least four (4) weeks' notice of the date the employee intends to begin pregnancy leave.

(d) Where the notice required under Article 15.01(b) 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) Pregnancy leave shall begin on such date as the employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery and no later than the date of delivery.

(g) Pregnancy leave shall end on such date as the employee determines, but no later than sixteen (16) weeks following the date of delivery and no sooner than one (1) week after the date of delivery.

15.02 NO TERMINATION:

The Employer shall not terminate the employment of an employee because of 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 person or the performance of the employee's work is materially affected by the employee's pregnancy and, in either case, the employee cannot be accommodated. Prior to making any determination with respect to the employee's ability to perform the employee's duties, the Employer shall notify the employee of its concerns and provide the employee with the opportunity to provide evidence that the employee can perform the employee's 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 parental leave in accordance with the provisions of this collective agreement or in accordance with the provisions of the *Labour Standards Code* of the Province of Nova Scotia, whichever are greater.

15.06 PARENTAL LEAVE - CHILD BIRTH:

(a) The parental leave of an employee who has taken pregnancy leave and whose newborn child arrives in the employee's home during the pregnancy leave shall begin immediately upon completion of the pregnancy leave, without the employee returning to work and shall end not later than sixty-one (61) 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 seventy-seven (77) weeks after the parental leave began and, in any case, no later than eighteen (18) months 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 seventy-seven (77) 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 eighteen (18) months after the leave began.

15.08 PREGNANCY AND PARENTAL LEAVE DEFERRAL:

If an employee is entitled to pregnancy or parental leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from hospital, all in accordance with the provisions of the Nova Scotia *Labour Standards Code*.

15.09 RETURN TO WORK:

Upon the expiration of pregnancy or parental leave an employee shall be entitled to return to the position the employee last held prior to commencing leave. Notwithstanding the foregoing, if the employee has been the successful applicant for another job the employee 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.

15.10 CONTINUOUS EMPLOYMENT:

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

15.11 BENEFIT PLAN CONTINUATION:

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

15.12 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 (2X the regularly posted hours to a maximum of seven and one-half (7.5) hours a shift) without loss of regular pay commencing on or the day after the spouse commences labour.

15.13 SPECIAL LEAVE - ADOPTION:

Special leave with pay of two (2) shifts (2X the regularly posted hours 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.

15.14 SUPPLEMENTAL EMPLOYMENT BENEFITS:

The Employer will maintain a Supplemental Employment Benefits Plan. Employees commencing pregnancy, parental or adoption leave will receive the Supplementary Employment Benefits if they meet the eligibility requirements.

(a) Pregnancy, 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 pregnancy, 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 one (1) 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 sixteen (16) weeks.

15.14

(d) The Employer will pay seventy-five (75%) of the employee's regular weekly rate of pay for the 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 one (1) 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 eleven (11) weeks.

(f) If a 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.

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 ninety (90) calendar days in advance, of any technological changes which the Employer has decided to introduce which could affect the conditions of employment, wage rates, or result in a change of employment status 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 ninety (90) calendar days.

16.02 DISCUSSION WITH UNION:

The Employer agrees to discuss with the Union the effect of such technological changes on employees and to 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 employment status 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 affects the classification of any regular employee or the ability of regular employees to continue in their present positions, the Employer shall make every effort to retain affected regular employees. Where practical, the Employer shall provide training to qualify such regular employees for other positions which are or may become available and regular 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 twenty (20) hours per week or greater shall be eligible to participate in the benefit plans outlined in this Article 17. Twenty (20) hours shall be the “eligible” hours but, should the Employer and the insurer agree on fewer hours, then those shall be the “eligible” hours.

17.02 CALCULATION OF ELIGIBLE HOURS:

Eligibility for regular part time employees hired to work less than the eligible hours per week shall be reviewed on the employee’s six (6) month anniversary date and each six (6) months after that. A regular part time employee who has been employed throughout the full review period and has been scheduled to work an average of the eligible 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 the employee has equal or better coverage through the employee’s spouse’s employment plan. A part time employee may opt out of the plan if the employee 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 Group 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.

17.04

(b) All eligible employees must enroll in the Group Dental Plan in accordance with plan enrollment criteria. An employee may opt out of the plan only if the employee has equal or better coverage through the employee's spouse's employment plan. A regular part time employee may opt out of the plan if the employee 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) Employees in the bargaining unit shall participate in accordance with either the Defined Benefit or the Defined Contribution eligibility provisions of the Canadian Blood Services Pension 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.

17.07 RETIREMENT BENEFIT:

A member of the bargaining unit who retires under any conditions of the Canadian Blood Services Pension Plan shall receive thirteen (13) weeks retirement pay at the time of retirement provided the employee has completed fifteen (15) years or more of service with the Employer. An employee who is a part time employee at the time of retirement shall have the retirement benefit calculated based on the average weekly hours in the twenty (20) week period immediately prior to the date of retirement.

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 four (4) representatives on the LMC. The Union shall have up to four (4) bargaining unit representatives on the LMC appointed by the Union including one (1) from Clinic Services, one (1) from Logistics, one (1) from amongst the Coordinators and Territory Managers, and one (1) from Administration. 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:

- (a) 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.

18.04

(b) The LMC may make recommendations to the Union and to the Employer on the following matters:

- (1) constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
- (2) improving and extending services to the public;
- (3) promoting safety and sanitary practices;
- (4) reviewing suggestions from employees and questions of working conditions and service, but not including grievances;
- (5) correcting conditions causing misunderstandings;
- (6) employee development and training programs.

18.05 PARTICIPATION:

The Employer and the Union shall each appoint a Chairperson/Recording Secretary 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*, 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:

(a) There shall be an Occupational Health and Safety Committee (OHSC) in the workplace which shall provide the opportunity for representation from all groups at the Dartmouth and Halifax Centres. There shall be four (4) bargaining unit representatives appointed by the Union, one (1) from Clinic Services, one (1) from Logistics, one (1) from amongst the Coordinators and Territory Managers, and one (1) from Administration. The parties may appoint alternates to their members and the alternate may act as representative in the absence or unavailability of the regular member.

(b) The OHSC shall meet at least one (1) time per month to deal with health and safety responsibilities. The OHSC may meet more often to review accidents or at the request of either party. By mutual agreement any OHSC meeting may be cancelled, postponed or adjourned. Minutes shall be kept of all OHSC meetings and distributed to all HSC members.

(c) The duties of the OHSC include those matters mandated by the Occupational Health and Safety Act, its Regulations and Guidelines.

(d) Correspondence, information and notices concerning the OHSC and health and safety generally shall be addressed to the Chairpersons of the OHSC.

19.03 RIGHT OF REFUSAL:

No employee shall be disciplined for refusal to work on a job or to operate any equipment which is unsafe. The provisions of the *Occupational Health and Safety Act* shall apply when an employee refuses to work.

19.04 SAFETY GEAR AND EQUIPMENT:

Employees working in any unsanitary or dangerous jobs shall be supplied with all necessary tools, safety equipment and protective clothing.

ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE

20.01 PREAMBLE:

The parties agree that it is of the utmost importance that complaints and grievances be adjusted 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 the employee's immediate supervisor either individually or through a union representative. Such grievance shall be submitted within ten (10) working days of the date of occurrence, cause thereof or knowledge thereof except as provided in Article 20.07 and Article 20.08. The person to whom the grievance is made at Step 1 shall have five (5) working 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 employee's manager or the manager's duly designated representative, within a further period of ten (10) working days. Either party may request a meeting between a Grievance Committee representative who may be accompanied by the employee, and the employee's manager who may be accompanied by the supervisor. The employee's manager shall, within five (5) working days after the matter has been submitted, respond in writing unless a meeting has been held when the response shall be within five (5) working days following the meeting.

STEP 3: If satisfaction is not obtained at Step 2 the Union may refer the matter to an Arbitration Board within fifteen (15) working days of receipt of the employee's manager response. Subject to Article 20.09, if a grievance is not submitted to arbitration it shall be considered withdrawn.

20.04 ARBITRATION:

An Arbitration Board shall be selected as follows:

- (a) Within fifteen (15) working days of an unsatisfactory response from the employee's manager the Union may notify the employee's manager, in writing, of its intention to refer the matter to arbitration and shall name a nominee to sit on the Arbitration Board.
- (b) Within five (5) working 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 Nova Scotia 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 Nova Scotia to appoint a Chairperson.

20.05 SOLE ARBITRATOR:

Notwithstanding Article 20.04, the parties may agree, if satisfaction is not obtained at Step 2, to the use of a sole arbitrator. If the parties agree to the use of a sole arbitrator but cannot agree on who that person shall be, either party may request the Minister of Labour for Nova Scotia 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 12, in writing, with a copy to the Union's Business Agent, within fifteen (15) working days of the occurrence, cause thereof or knowledge thereof.

20.06

(c) If satisfaction is not obtained within five (5) working days the matter may, within a further fifteen (15) working days, be submitted to arbitration in accordance with 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 applicable manager(s) with a copy to the Business Partner, in writing, within fifteen (15) working days of the occurrence, cause thereof or knowledge thereof.

(c) If satisfaction is not obtained within five (5) working days the matter may, within a further fifteen (15) working days, be submitted to arbitration in accordance with 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 fifteen (15) working 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 designate. The Union shall send replies to the management person named in the Step. The parties agree that responses 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:

(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 the Grievor's grievance unless the Grievor 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 and arbitration procedures. The costs of the mediator will be shared equally by the parties.

ARTICLE 21 - EMPLOYEE DEVELOPMENT AND TRAINING

21.01 BENEFIT OF DEVELOPMENT AND TRAINING:

It is agreed that the establishment and maintenance of employee development and training programs are beneficial to both the Employer and the employee.

21.02 NOTICES:

The Employer shall make available to the Union and to employees, notices and descriptions of development and training opportunities that are available to employees.

21.03 EDUCATIONAL ASSISTANCE PROGRAM:

Any employee educational assistance program of the Employer shall, subject to its terms and conditions, be made available to bargaining unit members. Regular employees are encouraged to take advantage of the opportunity to continue their education and training in order to maintain and improve job skills and knowledge useful in their current positions, and to qualify them for promotion and transfer.

21.04 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 necessary training and where an employee is unable to acquire the new qualifications or adequately adapt to the new responsibilities and duties, the Employer shall meet with the employee and the union to look for solutions including, providing additional training, accommodation in the employee's present job, review the availability of other jobs, training for other jobs, voluntary layoff, career bridging, etc.

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 the employee's supervisor and the employee shall have three (3) working days 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 five (5) working days in which to provide comments in writing.

22.02 GRIEVANCE AND ARBITRATION:

An employee who disagrees with any part of the performance appraisal may file a grievance in accordance with the provisions of Article 20 stating the specific parts with which the employee disagrees.

**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 within thirty (30) working days the matter may be referred to arbitration.

23.02 EXISTING CLASSIFICATIONS:

Existing classifications shall not be eliminated without prior written agreement of the Union.

23.03 DRIVING RECORD:

(a) The Employer may require any person who applies for a position that requires the person 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, the employee's driver's license is restricted, suspended or declared invalid so that it will affect the employee's 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 effective from April 1, 2016 to March 31, 2021 inclusive. Notwithstanding the foregoing, unless otherwise specified in this collective agreement, all changes from the immediately previous collective agreement shall take effect on the date of signing.

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 26.01 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 *Trade Union Act*.

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 this collective agreement shall be paid to all employees who worked between April 1, 2016 and the date of signing this collective agreement whether or not they are still working for the Employer.

SIGNED, SEALED AND DELIVERED IN DUPLICATE:

on this 23rd day of September, 2020

in the presence of:

**Nova Scotia Union of Public and Private Employees
(Local 12)**

WITNESS Renee Karsten
PRESIDENT

WITNESS Colleen MacKenzie
SECRETARY

WITNESS Alastair Galloway
NEGOTIATING COMMITTEE MEMBER

WITNESS Gloria Fougere
NEGOTIATING COMMITTEE MEMBER

Canadian Blood Services

WITNESS A. Paveman
VICE-PRESIDENT, PEOPLE, CULTURE
AND PERFORMANCE

WITNESS [Signature]
DIRECTOR, SUPPLY CHAIN

WITNESS Bev Lepits
MANAGER, PEOPLE, CULTURE AND
PERFORMANCE

WITNESS [Signature]
SENIOR CONSULTANT, PEOPLE,
CULTURE AND PERFORMANCE

Due to the COVID-19 pandemic, the parties agree that faxed, scanned or electronic signatures shall be of equal force and effect as original signatures, and that this Collective Agreement may be signed in counterparts.

APPENDIX "A"
 PAGE 1 OF 4 PAGES
PAY

A.01 – DONOR CARE ASSOCIATE – TIER 1

Scale	2015	April 1, 2016 + 1.0%	April 1, 2017 + 1.5%	April 1, 2018 + 2.0%	April 1, 2019 + 2.0%	April 1, 2020 + 0.5%
Start	21.59	21.81	22.14	22.58	23.03	23.15
Level 1	22.56	22.79	23.13	23.59	24.06	24.18
Level 2	23.57	23.81	24.17	24.65	25.14	25.27
Level 3	24.65	24.90	25.27	25.78	26.30	26.43
Level 4	25.76	26.02	26.41	26.94	27.48	27.62

A.02 – DONOR CARE ASSOCIATE – TIER 2

Scale	2015	April 1, 2016 + 1.0%	April 1, 2017 + 1.5%	April 1, 2018 + 2.0%	April 1, 2019 + 2.0%	April 1, 2020 + 0.5%
Start	22.89	23.12	23.47	23.94	24.42	24.54
Level 1	23.91	24.15	24.51	25.00	25.50	25.63
Level 2	24.98	25.23	25.61	26.12	26.64	26.77
Level 3	26.13	26.39	26.79	27.33	27.88	28.02
Level 4	27.31	27.58	27.99	28.55	29.12	29.27

A.03 – DRIVER

Scale	2015	April 1, 2016 + 1.0%	April 1, 2017 + 1.5%	April 1, 2018 + 2.0%	April 1, 2019 + 2.0%	April 1, 2020 + 0.5%
Start	21.17	21.38	21.70	22.13	22.57	22.68
Level 1	21.54	21.76	22.09	22.53	22.98	23.09
Level 2	21.89	22.11	22.44	22.89	23.35	23.47
Level 3	22.26	22.48	22.82	23.28	23.75	23.87
Level 4	22.65	22.88	23.22	23.68	24.15	24.27

A.04 – SHIPPER/RECEIVER

Scale	2015	April 1, 2016 + 1.0%	April 1, 2017 + 1.5%	April 1, 2018 + 2.0%	April 1, 2019 + 2.0%	April 1, 2020 + 0.5%
Start	18.66	18.85	19.13	19.51	19.90	20.00
Level 1	19.78	19.98	20.28	20.69	21.10	21.21
Level 2	20.90	21.11	21.43	21.86	22.30	22.41
Level 3	22.03	22.25	22.58	23.03	23.49	23.61
Level 4	23.15	23.38	23.73	24.20	24.68	24.80

A.05 – SUPPLY TECHNICIAN

Scale	2015	April 1, 2016 + 1.0%	April 1, 2017 + 1.5%	April 1, 2018 + 2.0%	April 1, 2019 + 2.0%	April 1, 2020 + 0.5%
Start	21.59	21.81	22.14	22.58	23.03	23.15
Level 1	22.62	22.85	23.19	23.65	24.12	24.24
Level 2	23.67	23.91	24.27	24.76	25.26	25.39
Level 3	24.71	24.96	25.33	25.84	26.36	26.49
Level 4	25.76	26.02	26.41	26.94	27.48	27.62

A.06 – EVENT COORDINATOR, VOLUNTEER COORDINATOR

Scale	2015	April 1, 2016 + 1.0%	April 1, 2017 + 1.5%	April 1, 2018 + 2.0%	April 1, 2019 + 2.0%	April 1, 2020 + 0.5%
Start	25.02	25.27	25.65	26.16	26.68	26.81
Level 1	26.15	26.41	26.81	27.35	27.90	28.04
Level 2	27.32	27.59	28.00	28.56	29.13	29.28
Level 3	28.57	28.86	29.29	29.88	30.48	30.63
Level 4	29.87	30.17	30.62	31.23	31.85	32.01

A.07 – TERRITORY MANAGER

Scale	2015	April 1, 2016 + 1.0%	April 1, 2017 + 1.5%	April 1, 2018 + 2.0%	April 1, 2019 + 2.0%	April 1, 2020 + 0.5%
Start	26.78	27.05	27.46	28.00	28.56	28.70
Level 1	28.31	28.59	29.02	29.60	30.19	30.34
Level 2	29.93	30.23	30.68	31.29	31.92	32.08
Level 3	31.65	31.97	32.45	33.10	33.76	33.93
Level 4	33.46	33.79	34.30	34.99	35.69	35.87

A.08 – DONOR SERVICE REPRESENTATIVE

Scale	2015	April 1, 2016 + 1.0%	April 1, 2017 + 1.5%	April 1, 2018 + 2.0%	April 1, 2019 + 2.0%	April 1, 2020 + 0.5%
Start	13.81	13.95	14.16	14.44	14.73	14.80
Level 1	14.48	14.62	14.84	15.14	15.44	15.52
Level 2	15.15	15.30	15.53	15.84	16.16	16.24
Level 3	15.81	15.97	16.21	16.53	16.86	16.94
Level 4	16.49	16.65	16.90	17.24	17.58	17.67

A.09 – PROGRAM CERK

Scale	2015	April 1, 2016 + 1.0%	April 1, 2017 + 1.5%	April 1, 2018 + 2.0%	April 1, 2019 + 2.0%	April 1, 2020 + 0.5%
Start	17.12	17.29	17.55	17.90	18.26	18.35
Level 1	17.84	18.02	18.29	18.66	19.03	19.13
Level 2	18.59	18.78	19.06	19.44	19.83	19.93
Level 3	19.38	19.57	19.86	20.26	20.67	20.77
Level 4	20.21	20.41	20.72	21.13	21.55	21.66

A.10 – TIME KEEPER/SCHEDULER

Scale	2015	April 1, 2016 + 1.0%	April 1, 2017 + 1.5%	April 1, 2018 + 2.0%	April 1, 2019 + 2.0%	April 1, 2020 + 0.5%
Start	18.66	18.85	19.13	19.51	19.90	20.00
Level 1	19.55	19.75	20.05	20.45	20.86	20.96
Level 2	20.42	20.62	20.93	21.35	21.78	21.89
Level 3	21.30	21.51	21.83	22.27	22.72	22.83
Level 4	22.17	22.39	22.73	23.18	23.64	23.76

A.11 – ADMINISTRATIVE ASSISTANT

Scale	2015	April 1, 2016 + 1.0%	April 1, 2017 + 1.5%	April 1, 2018 + 2.0%	April 1, 2019 + 2.0%	April 1, 2020 + 0.5%
Start	18.66	18.85	19.13	19.51	19.90	20.00
Level 1	19.55	19.75	20.05	20.45	20.86	20.96
Level 2	20.42	20.62	20.93	21.35	21.78	21.89
Level 3	21.30	21.51	21.83	22.27	22.72	22.83
Level 4	22.17	22.39	22.73	23.18	23.64	23.76

A.12 – EQUIVALENT INCREASE

During the period November 1, 2020 through March 31, 2021, the Employer agrees to apply the General Wage Increase (GWI) to be equivalent to and to be effective on the dates shown in the collective agreements between the Nova Scotia Health Authority (NSHA) and the Nova Scotia Council of Health Care Unions.

MEMORANDUM OF UNDERSTANDING # 1:

Seniority for Event Coordinators, Volunteer Coordinators, Territory Managers, Supply Technicians, Shippers/Receivers, Program Clerks, Administrative Assistants, Time Keeper/Schedulers, Donor Service Representatives

1. This Memorandum of Agreement shall form and be part of the collective agreement and shall be enforceable in the same manner as other terms of the collective agreement.
2. Seniority for Event Coordinators, Volunteer Coordinators and Territory Managers (formerly Recruitment Coordinators and Community Development Coordinators) employed on December 5, 2006 shall be established as being from the last date of hire with the Employer or its predecessor.
3. Seniority for Supply Technicians and Shipper Receivers employed on April 1, 2010 shall be established as being from the last date of hire with the Employer or its predecessor.
4. Seniority for Program Clerks, Administrative Assistants, Time Keeper/Schedulers and Donor Service Representatives employed on May 3, 2010 shall be established as being from the last date of hire with the Employer or its predecessor.

Signed on behalf of NSUPE Local 12:

Renee Karsten Date: 11/01/21
President

Colleen MacKenzie Date: 11/01/21
Secretary

Signed on behalf of CBS:

 Date: 2020-09-23

_____ Date: _____

MEMORANDUM OF UNDERSTANDING # 2:

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

- (a) All eligible employees represented by the Union shall participate in the Universal Benefits Plan. Eligibility to participate in the benefits plan shall continue to be in accordance with the collective agreement.
- (b) 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.
- (c) 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.
- (d) The Employer shall make any future enhancements to the Universal Benefits Plan at its sole discretion.
- (e) If the Union no longer wishes to participate in the Universal Benefits Plan, it may indicate its intention to withdraw from the Plan in writing 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 insurance and business travel accident insurance plans provided to non-union employees (and as amended by the attached plan description) as of the date of signing of this Memorandum of Understanding.

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

An “other-than-full-time employee” shall mean a regular part time, temporary or casual employee.

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

Signed on behalf of NSUPE:

Renee Karsten
President NSUPE Local 12
Date: Jan 11/ 2021

Colleen MacKenzie
Secretary NSUPE Local 12
Date: Oct 21 2020

Signed on behalf of CBS:



Date: 2020-09-23

Date: _____

MEMORANDUM OF UNDERSTANDING # 3:

Pre-Authorized Payment for Pension and Benefits

The parties agree that, notwithstanding the provisions set out in the collective agreement, the Employer has instituted a system of automatic bank withdrawal for payment of the employee’s required deductions of pension contributions and benefits premiums during an employee’s leave of absence. Employees continuing benefits coverage or pension contributions during a leave of absence shall make payment by authorizing the Employer to make the required deductions from the employee’s bank account.

Signed on behalf of NSUPE:

Renee Karsten
President NSUPE Local 12
Date: Jan 11, 2021

Colleen MacKenzie
Secretary NSUPE Local 12
Date: 2020-Oct-02

Signed on behalf of CBS:



Date: 2020-09-23

Date: _____

LETTER OF UNDERSTANDING # 1:

Committee to discuss meal periods on mobile clinic:

The parties agree to discuss meal periods on mobile clinics and, without limiting the scope of the discussion, agree on the following:


1. The committee shall have representatives appointed by the Union, from the classifications of Donor Care Associate and Driver and representatives appointed by management.
2. The committee will discuss the concerns raised about the difficulties encountered in providing a full one hour meal period for employees on mobile clinics and possible solutions, including arranging eating schedules so that meals can be ordered in advance and so that employees who are required at the clinic first can eat first.
3. The committee may discuss other matters that will assist in allowing employees a sufficient meal period while providing timely clinics and may make recommendations to the Employer and to the Union, however, the committee is not empowered to amend or alter the terms of the collective agreement.

Signed on behalf of NSUPE Local 12

Renee Karsten
President NSUPE Local 12
Jan 11/ 2021
Date

Colleen MacKenzie
Secretary NSUPE Local 12
2020-Oct-02
Date

Signed on behalf of CBS


2020-09-23
Date

Date

LETTER OF UNDERSTANDING # 2:

Regular full time incumbents:

The parties hereby agree to the following as of the date of signing of the collective agreement:

1. The parties acknowledge the incumbent regular full time incumbent employees within the bargaining unit as of April 8, 2011.
2. An employee identified in 1 above shall not be laid off solely due to the redistribution of the employee’s work to two (2) or more part time employees.
3. This Letter of Understanding shall only apply to the present incumbents in the positions identified in 1 as of the date of signing of this Letter of Understanding, so long as those present incumbents hold their positions as of April 8, 2011. Notwithstanding the foregoing, an incumbent moving between the classifications of Phlebotomist and Donor Care Associate shall be deemed not to have changed position.
4. Differences arising from this Letter of Understanding shall be governed by Article 20 of the collective agreement.

Signed on behalf of NSUPE Local 12:

Renee Karsten
President NSUPE Local 12

Colleen MacKenzie
Secretary NSUPE Local 12

Date: Jan 11/ 2021

Date: 2020-Oct-02

Signed on behalf of CBS:

Ben Lepore

Date: 2020-09-23

Date: _____