

COLLECTIVE AGREEMENT  
BETWEEN  
CANADIAN BLOOD SERVICES  
REGINA AND SASKATOON  
AND  
SASKATCHEWAN UNION OF NURSES

FOR THE PERIOD:  
APRIL 1, 2008 TO MARCH 31, 2012

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## **ARTICLE 1 - PREAMBLE**

WHEREAS it is the desire of the Employer and Union, parties to this Agreement, to:

- (a) Maintain and promote harmonious relations between Canadian Blood Services and its Employees who are members of the Union in an atmosphere of dignity and respect;
- (b) Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and salary;
- (c) Encourage safety and efficiency of operations;
- (d) Promote the morale, well-being and security of all Employees in the bargaining unit of the Union;
- (e) Provide for collaboration between the parties in order to secure the best possible clinical services, donor and customer care, and health protection for donors and the general public;
- (f) Promote an environment supportive of professional nursing practice.

THE PARTIES TO THIS AGREEMENT DO HEREBY ENTER INTO, ESTABLISH AND AGREE TO THE FOLLOWING TERMS:

## **ARTICLE 2 - DEFINITIONS**

- 1. Employee - means any nurse in the bargaining unit who is employed by the Employer.
- 2. Employer - means the facility named in the certification order which is Canadian Blood Services, Saskatoon and Regina Centre.
- 3. Union - means the Saskatchewan Union of Nurses (SUN).
- 4. Local - means a local of the Saskatchewan Union of Nurses (SUN).
- 5. Month - is a calendar month.
- 6. Weekend - means the calendar days of Saturday and Sunday.
- 7. Calendar Year - means a period of twelve (12) consecutive months commencing on the first (1st) day of January.
- 8. Year - means any twelve (12) month period.
- 9. Premium Pay - means payment at a specified rate of pay in addition to regular earnings.
- 10. Seniority - means the length of service as defined in Article 24 of this Agreement.
- 11. Vacation Year - means the twelve (12) month period as defined in Article 19 of this Agreement.

12. Full-time Employee - is one who is regularly scheduled to work the full time hours as set out in the Agreement.
13. Other Than Full-Time Employee - is one who works less than the regular full-time hours as set out in the Agreement.

The Employment status of Other Than Full-Time Employees shall be defined as:

- i) “REGULAR PART-TIME”, an Employee who works on a regular and continuing basis but for less than the full prescribed hours as specified in Article 9.
- ii) “CASUAL”, an Employee who works on an occasional or intermittent basis and who is available for work as circumstances demand.
- iii) “TERM” an Employee who is employed for up to a maximum of twelve (12) months to fill a Full-Time or Regular Part-Time position which is vacant due to the absence of an Employee through illness, accident, vacation, approved leave of absence maternity/paternity/adoption leave or to carry out special projects. However in the case of an Employee who is replacing a maternity/paternity/adoption leave the length of the term may be extended to eighteen (18) months. The Employer shall provide written confirmation of the start and expiry date of the term position prior to the Employee’s commencement in the position. This period may be extended if the Union agrees or reduced provided the Employee receives **two (2) week’s** notice of termination or pay in lieu of notice.

An Employee from within the bargaining Unit filling a term position shall be covered by the provisions of the Collective Agreement and shall be entitled to revert to her previous **regular status** position and appropriate pay status upon completion of her term appointment. This will be in accordance with:

Where a full-time Employee is granted a temporary part-time position she will maintain all benefits accrued in her full-time position and be subject to the terms and conditions of the other than full-time provisions of this Collective Agreement (during the term of the temporary part-time assignment) until resuming her full-time position. However, she shall continue to participate in the Employee Benefit Plans in which she is enrolled in accordance with Article 42 of this Agreement.

Where an other than full-time Employee from within the Bargaining Unit applies for and is appointed to a term position, she will continue to be subject to the terms and condition of the other than full-time provisions of this Agreement.

A newly hired Employee shall be covered by all the provisions of this Collective Agreement.

14. Continuous employment/service and years of service – means calendar years from last date of hire.
15. Centre(s) – shall mean the Regina and/or Saskatoon work locations of the Saskatchewan Centre of Canadian Blood Services.

16. Paid hours - means all hours excluding unpaid union leave (except in the case of salary continuance), time in excess of one (1) year while on Workers' Compensation, unpaid Leave of Absence (L.O.A.) and overtime.
17. Biweekly - shall mean two consecutive weeks constituting the regular pay period.
18. Gross earnings - shall mean all earnings received by an Employee prior to any deductions, but does not include any allowances or reimbursements, such as but not limited to mileage or meal allowance.

### **ARTICLE 3 - SCOPE**

- 3.01 Unless otherwise specified herein or mutually agreed to between the parties the terms of this Agreement shall apply to all Employees, employed by The Saskatchewan Centre of Canadian Blood Services with work locations in Regina and Saskatoon, who are covered by the Certification Order as issued by the Saskatchewan Labour Relations Board.
- 3.02 Whenever used herein, the feminine gender shall mean and include the masculine and similarly the singular shall include the plural and vice versa as applicable.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The parties hereto agree that the operations of the Employer entail working methods, hours and processes which are peculiar to it. The parties hereto further recognize that the function of the Employer is that of a public service with a humanitarian purpose.
- 4.02 The Union further acknowledges that it is the exclusive function of the Employer to manage and control the Employer's operations except as modified by other provisions of this Agreement, and without limiting the generality of the foregoing to:
  - a) maintain order, discipline, efficiency and establish and enforce fair and reasonable rules and regulations;
  - b) hire, discharge, transfer, promote, classify, demote, discipline, suspend, lay-off, and assign work to Employees and introduce new or improved methods or facilities.
  - c) manage, control, continue, discontinue in whole or in part the Employer's operations, and without restricting the generality of the foregoing, to determine the number of Employees, schedules of productions, kinds and locations of machines and processes to be used and the scheduling and conducting of clinics and deliveries and determination of their locations, in accordance with the function of the Employer as a humanitarian service.

### **ARTICLE 5 - UNION RECOGNITION AND SECURITY**

- 5.01 The Employer recognizes the Union as the sole bargaining representative for all Employees of the Employer within the scope of this Agreement.

- 5.02 The Employer agrees to negotiate with the Union and its designated representatives and agrees the Union may have the assistance of outside advisors in negotiation or discussion with the Employer.
- 5.03 Every Employee who is now or hereinafter becomes a member of the Union shall maintain her membership in the Union as a condition of her employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement of her employment, apply for and maintain membership in the Union, as a condition of her employment, provided that any Employee covered by this Agreement who is not required to maintain her membership in the Union shall, as a condition of her employment, tender to the Union the periodic dues required to be paid by the members of the Union.
- 5.04 The Employer agrees to deduct uniform membership dues, fees and assessments from the earnings due members of the Union. Deductions shall be made no later than the last pay of each month.
- a) Provincial dues, fees and assessments shall be remitted to the SUN office within fifteen (15) calendar days following the date deductions were made. The Employer shall, when remitting such dues, provide in a single report the members' names, address, centre location, status, classification, salary step, and regular earnings.
- A list of newly hired, and terminated Employees shall also accompany the remittance. In addition to the information required above, the support list accompanying the remittance of Union dues shall show a residence address for all newly hired Employee(s).
- b) Local dues, fees and assessments shall be remitted to the Local within fifteen (15) calendar days following the date deductions were made. The Employer shall, when remitting such dues, provide in a single report, the members' names, address, centre location, status, classification, salary step, and regular earnings.
- A list of newly hired, and terminated Employees shall also accompany the remittance. In addition to the information required, the support list accompanying the remittance of Union dues shall show a residence address for all newly hired Employee(s).
- 5.05 The Union agrees to provide the Employer with four (4) calendar weeks notice of:
- a) any changes in the amount of monthly dues or fees;
- b) any assessment levied on the membership.
- 5.06 The Employer agrees to have newly hired Employees sign a Union dues "Authorization for Check-Off" form and will provide them with a Union membership form at the time of hiring. Such forms shall be provided to the Employer by the Union.
- 5.07 The Employer agrees to show on the income tax (T-4) slip of each member of the Union, the total amount of Union dues deducted from earnings and remitted to the Union on behalf of the member.

- 5.08 The Union shall indemnify and save the Employer harmless with respect to monies deducted on behalf of the Union and remitted.
- 5.09 The Employer agrees to advise all newly hired Employees of the existence of the Union and shall provide copies of this Agreement to the Employee at the time of hiring.
- 5.10 During a newly hired Employee's probationary period, specifically during orientation, a representative of the Local shall be given thirty (30) minutes from her regular shift of duty without loss of pay or benefits to introduce the Union to the Employee.
- 5.11 The Employer agrees to advise each Employee of those policies, employment practices and procedures which may not be set forth in this Agreement, and such policies, practices and procedures will not be inconsistent with the terms of this Collective Agreement. A copy of each Human Resources policy affecting SUN members shall be made available to the Local President or her designate.
- 5.12 Suitable space on notice boards shall be provided by the Employer at each work location in Saskatoon and Regina of the Saskatchewan Centre of the Canadian Blood Services for the use of the Union. The Employer reserves the right to request and have removed posted material if such is considered damaging to Canadian Blood Services. Any posted notice shall be signed by an officer of the Union or Local.
- The Employer shall provide space on the premises of each Center which may be utilized by the Local of the Union for the storage of files and materials.
- 5.13 The Employer agrees to facilitate the receipt of mail at each work location in Saskatoon and Regina of the Saskatchewan Centre of the Canadian Blood Services at a designated location in the Centre for pick-up by officers of the Local of the Union.
- 5.14 No Employee shall be required or permitted to make a verbal or written agreement with the Employer which may conflict with the terms of this Agreement.
- 5.15 The Employer agrees to apply for a rebate of Employment Insurance premiums under the "Employment Insurance Rebate Program". The Employees' share of the rebate shall be paid directly to the Employee consistent with the terms of the *Employment Insurance Act* S.C. 1996, c, 23 (or as the Act may be amended from time to time) on a biweekly basis.
- 5.16 The Employer shall provide the Local President with organizational charts for the Centre, as well as a general organizational chart for the organization. When changes to the reporting structure of bargaining unit Employees occur, a new organizational chart shall be provided.

**The Local shall provide to the Manager, Human Resources a list of elected SUN Local Representatives. The list will include the title of their respective positions. It is agreed, that when changes occur updates shall be provided.**

#### **ARTICLE 6 - NO DISCRIMINATION/HARASSMENT**

- 6.01 a) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any

employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, reemployment, discipline, classification, discharge or otherwise by reason of age, ancestry, race, or perceived race, religion, sex, sexual orientation, marital status, disability (subject to bona fide occupational requirements), receipt of public assistance, family status, nationality or place of origin, creed, colour, nor by reason of membership or activity in the union.

- b) In accordance with the Canadian Blood Services Human Rights in the Workplace Policy and the Occupational Health and Safety Act, as amended from time to time, the Employer shall:
  - i) Provide a work environment free of harassment:
  - ii) Inform all Employees of this policy, including their rights and responsibilities,
  - iii) Establish a procedure and provide training for receiving and investigating complaints of harassment based on the principles of confidentiality and natural justice.

The Employer will ensure that any revision to the policy will be provided to the Executive of the Local.

#### **ARTICLE 7 - EMPLOYEE/FAMILY ASSISTANCE PROGRAM**

- 7.01 The parties endorse the concept of an Employee/Family Assistance Program. The program shall be voluntary and confidential, shall not be used as a disciplinary process in accordance with Canadian Blood Services sponsored Employee/Family Assistance program.

#### **ARTICLE 8 - STATEMENT OF ACCRUALS**

- 8.01 The Employer shall provide on a monthly basis to all Employees lists of accruals and usage of sick leave, vacation, family leave/pressing necessity, appointment leave and overtime banked.

#### **ARTICLE 9 - HOURS OF WORK**

- 9.01 A Full-time Employee shall normally work seven and one-half (7 ½) hours per day and an average of seventy-five (75) hours averaged over a bi-weekly period to a maximum of forty-five (45) hours in a calendar week.
- 9.02 Other Than Full-time Employees (OTFT) are entitled to the provisions of this Agreement unless limited by the following provisions, or any other provisions found elsewhere in this Agreement.
- 9.03
  - a) Employees working a shift of:
    - i. At least four (4) hours shall be provided one (1) fifteen (15) minute rest period approximately midway through the shift.
    - ii. At least six (6) hours shall be provided two (2) fifteen (15) minute rest periods approximately midway through each half (½) of the shift.

- iii. Twelve (12) hours shall be provided two (2) rest periods of at least fifteen (15) minutes.
  - b) A scheduled unpaid meal period of at least thirty (30) minutes or a maximum of sixty (60) minutes shall be provided during each shift of at least five and one half (5 ½) hours **commencing** between the hours of 1100 and 1400 hours for lunch and/or **commencing** between the hours of 1600 and 1900 hours for dinner.
  - c) Employees working twelve (12) hour shifts shall be provided **unpaid** meal period(s) of at least sixty (60) minutes or a maximum of one hundred twenty (120) of which thirty (30) minutes shall be inclusive of the twelve (12) hour scheduled shift. The meal period(s) shall **commence** between the hours of 1100 and 1400 for lunch and/or between the hours of 1600 and 1900 hours for dinner.
  - d) If an Employee is required to remain on duty or is recalled to duty during her meal and/or rest period(s) such time shall be provided later in the shift or she shall be paid for the meal and/or rest period, at **two times (2X)** her basic rate of pay. The Employee has the option of having this overtime placed into her overtime bank as per Article 11.04.
- 9.04 **Full-time** Employees required to work on **unscheduled days** shall receive a **premium rate of two times (2X)** their regular rate of pay for such time worked, and upon request of the Employee, and whenever possible, a leave of absence without pay shall be granted for such time worked. Such requests must be made within a one (1) week period of the actual time worked.
- 9.05 An Employee who reports back to work after leaving the premises of the Centre or Clinic following completion of the workday, but before commencement of her next scheduled work day shall be guaranteed a minimum of three (3) hours at the appropriate overtime rate, **as per Article 11.04.**
- 9.06
- a) The Employer shall develop and maintain a master work schedule for regularly scheduled Employees. The master work schedule shall be mutually satisfactory to the Employer and the Local. The master work schedule is subject to change with a minimum notice of fourteen (14) calendar days in advance of the actual week being worked to the affected Employee(s).
  - b) A work schedule shall be posted forty-two (42) calendar days in advance of the actual week being worked. The schedule shall identify the location where the work is to be done and the time when each shift begins and ends.
  - c) Notwithstanding 9.06 (b) the above work schedule shall be confirmed and posted fourteen (14) calendar days in advance of the actual week being worked. Deviation from the confirmed and posted schedule shall only be by mutual agreement of the Employee(s) affected. If there is mutual agreement the changes shall not be subject to premium rates.
- 9.07 Employees shall not be required to work more than six (6) consecutive shifts of work between days off.

- 9.08 a) An Employee who reports for work as scheduled as per Article 9.06 and is sent home prior to completing her scheduled hours of work shall be paid for her scheduled hours.
- b) Where an Other Than Full-time (OTFT) Employee is called in for extra hours, as indicated in Article 9.13 and such hours are subsequently cancelled prior to her reporting to work, she shall be paid a minimum of three (3) hours at the appropriate overtime rates.
- c) Where an Other Than Full-time (OTFT) Employee's scheduled hours are cancelled within the posted and confirmed period, she shall be paid for such cancelled shifts at her regular rate of pay, for up to twelve (12) hours on the first day of such cancelled shifts, provided such hours cannot be rescheduled with mutual agreement within the posted and confirmed period.
- 9.09 In the event staff are required to remain out-of-town as a result of performing work related duties, due to weather conditions, the Employer agrees to pay to a maximum of seven and one-half (7 ½) hours waiting time per day. This payment will be based on a start time of 0900 hours, or earlier as designated. It is agreed that this time will not be considered work time, and will, therefore, be paid at straight time and not be included in the weekly averaging of hours **unless such hours are part of the Employee's guaranteed hours**. Once an employee commences travel, the provisions of Article 9.20 apply, and pay for waiting time shall cease.
- 9.10 The Employer shall not implement regularly scheduled shifts of less than four (4) hours.
- 9.11 While it is not the Employers intention to use split shifts as a regular part of scheduling the Employer may do so to accommodate certain situations, which may arise from time to time.
- 9.12 a) **All** Employee(s) shall receive no less than two (2) consecutive **rest** days unless single **rest** days are arranged by mutual agreement between the Employer and the Employee. For the purposes of this Article, the two (2) consecutive **rest** days can be Sunday and the immediately following Monday.
- b) **All** Employees who work on their scheduled **rest** day(s), as indicated on the work schedule, shall receive two (2) times their regular rate of pay for such time worked.
- 9.13 a) The Employer agrees that its Other Than Full-time (OTFT) Employees shall be offered and given preference to work additional hours as may be available from time to time, when they have indicated their desire to do so.
- Any Employee shall be entitled to indicate a desire to work additional hours for any classification for which they are qualified to work. The Employee shall be paid as per Article 26.09 or 26.10.
- b) Any additional available hours will be offered to Employees, **who have indicated a desire to work additional hours for any classification for which they are qualified to work in**, in order of seniority.

- c) The above additional hours shall not be subjected to premium rates **however, if additional hours cannot be filled at regular pay** the conditions under the Overtime Provisions apply **as per Article 11.01.**
  - d) An Employee called in to work for additional unscheduled hours shall be paid a minimum of three (3) hours at the regular rate of pay.
  - e) Additional hours shall include relief for all previously scheduled hours and hours for temporary excess workload.
- 9.14 Employees shall be aware that in the course of their regular duties, they may be required to work various shifts throughout the twenty-four (24) hours of the day and seven (7) days of the week and fifty-two (52) weeks of the year. However, the above shall not preclude an Employee from being assigned to a specific shift if circumstances so warrant.
- 9.15 a) Employees shall receive a minimum of two (2) weekends off in five (5).
- b) Employees scheduled to work more than **three (3)** weekends in five (5) shall be paid **two times (2X) their basic rate of pay for work scheduled on those weekends in excess of three (3).**
- 9.16 Should the Employer initiate Sunday clinics, management will consult with the Union sixty (60) days prior to implementation.
- 9.17 The Employer shall provide at least nine (9) hours off duty between the cessation of work one day and the commencement of work on the next day. When an Employee is required to work with less than nine (9) hours off between workdays, she shall be paid at the rate of two times (2X) her basic rate of pay for all hours worked during all workdays not preceded by at least nine (9) hours off duty.
- 9.18 The Employer shall distribute as equitably as possible, mobiles, overnight mobile assignments, evening work and weekends.
- 9.19 a) Employees may exchange scheduled hours of work among themselves, provided that:
- i) the exchange is agreed to in writing between the affected Employees:  
and
  - ii) prior approval of such exchange has been given by the Employees immediate supervisor.
- Mutual shift exchanges shall not be subject to premium rates unless premium rates would have been paid irrespective of the trade.
- b) Such exchange shall be recorded on the schedule.
- c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.

- 9.20 a) Employees who are required by the Employer to travel as part of their duties, will be paid at the appropriate rate for all hours spent while traveling.
- b) All mobile team staff must report to the Centre as scheduled prior to departure and also upon completion of the clinic.
- 9.21 The Employer in scheduling shifts, shall consider and accommodate, where possible, Employees requests

9.22 **Optional Scheduling Arrangement**

At the request of either the Local or the Employer, the parties agree to discuss the implementation of this Optional Scheduling Arrangement. The parties may mutually agree to implement this Optional Scheduling Agreement at either one of, or both of, the Regina and/or Saskatoon Centres.

Circulation of Draft Schedule

1. A draft schedule covering a period of six (6) weeks shall be posted a minimum of fifty-six (56) calendar days in advance of the six (6) week period.
2. The draft schedule shall indicate the tentative location and hours of clinics. It is understood that these locations and hours may be changed at the sole discretion of the Employer.
3. Employees will be divided into designated groups. Priority for self scheduling will be rotated between the groups, in a manner agreed to by the parties, so that Employees in each group are given equal opportunity to schedule themselves prior to the other groups.
4. Employees in each group shall have two (2) days to self schedule for their desired shifts, prior to the next group having the opportunity to self schedule. Employees are responsible for ensuring that their choices are recorded, and will not be allowed to bump another Employee from her choice if she has failed to self schedule.
5. Regular full-time Employees shall self schedule themselves for sufficient shifts to provide them with seventy-five (75) hours biweekly, to a maximum of forty-five (45) hours in a week. Regular part time Employees shall self schedule themselves only for sufficient hours to provide for the minimum number of hours specified in their pro-forma letter of appointment. Where an Employee has been granted a leave of absence, vacation or where a statutory holiday falls during the week, the minimum number of hours for which Employees must self schedule themselves shall be reduced accordingly.
6. Employees shall self schedule for shifts during each week of the schedule unless prior arrangements have been made for leave of absence or vacation.
7. Employees shall schedule themselves in accordance with the provisions of Article 9 – Hours of Work.

### Completion of Draft Schedule

If, following the self scheduling process described above, additional shifts remain to be filled, the following process shall be utilized to schedule Employees for those shifts.

1. Regular part time Employees shall be allowed to self schedule themselves for additional shifts up to the maximum hours specified in their pro-forma letter of appointment. Priority for such self scheduling shall be by seniority.
2. Where, following the steps described above, the Employer requires additional shifts to be filled, the Employer shall schedule Employees that have not self scheduled to the maximum hours specified in their pro-forma letter of appointment, beginning with the least senior Employee.
3. The schedule shall be considered confirmed fourteen (14) calendar days in advance of the actual week being worked.

### Additional Provisions

- Employees may only self schedule for work within their job classification, and that they are qualified to perform.
- Employees self scheduling for a grouped overnight mobile clinics shall self schedule for the entire group.
- Employees must self schedule their designated reading time in a manner that ensures the minimum shift length is met.

This Optional Scheduling Provision may be terminated by either party with a minimum of ninety (90) days written notice of its intention to do so. The parties shall then meet to discuss an orderly return to the normal scheduling provisions.

## **ARTICLE 10 - LETTERS OF APPOINTMENT**

- 10.01 a) The Employer shall provide other than full-time Employees upon employment with a Letter of Appointment stating their employment status and in the case of regular part-time Employees the number of hours and or shifts of work they will receive biweekly averaged over twelve (12) weeks in accordance with the Pro Forma Letter of Appointment appended to this Agreement.

For application of the above:

- 1) the six per cent (6%) pay out for Statutory holiday pay shall be converted to hours, such hours to be inclusive in the Letter of Appointment hours;
  - 2) and hours for leaves of absence(s) and vacation shall be credited towards the Letter of Appointment hours based on the weekly guaranteed hours.
- b) In the event that an individual regular part-time Employee's hours of work are to be reduced, on a regular and continuing basis, such reduction shall be done in reverse order of seniority in accordance with Article 24 of this Agreement.

10.02 Letters of Appointment will contain a minimum and a maximum number of hours an Employee shall work biweekly averaged over a twelve (12) week period. The minimum shall be the number of hours the Employer shall guarantee an Employee biweekly averaged over a twelve (12) week period. The maximum shall be the number of hours the Employer can schedule an Employee biweekly averaged over a twelve (12) week period.

There shall be four (4) ranges of minimum/maximum hours to be worked. They shall be as follows:

- Thirty seven point five (37.5) to forty-five (45) hours biweekly
- Forty-five (45) to fifty-five (55) hours biweekly
- Fifty-five (55) to sixty-five (65) hours biweekly
- Sixty-five (65) to **less than** seventy-five (75) hours biweekly

## **ARTICLE 11 - OVERTIME**

11.01 All overtime hours shall be offered in order of seniority.

11.02 A full-time Employee shall be paid her weekly rate of pay when, if through no means attributable to her, she has been scheduled by the Employer to work less than seventy-five (75) hours averaged over a two (2) week period. All time worked in excess of an average of seventy-five (75) hours, averaged over a two (2) week period, **to a maximum of forty-five (45) hours in a calendar week**, shall be considered as overtime subject to the following conditions:

11.03 All hours worked in excess of the scheduled workday if foreseen in advance shall be scheduled by the Department Head. **If** not so foreseen, such excess hours shall be authorized by the Employee in charge of the clinic.

11.04 The Employee shall be compensated with overtime pay at the rate of **two times (2X)** her regular rate of pay. The Employee may opt for compensatory time off calculated at the overtime rate(s) in lieu of overtime pay. The option is to be expressed in writing within two (2) working days. This accumulated time in lieu shall not exceed thirty seven and one half (37.5) hours unless otherwise agreed between the Employer and the Employee. Time not scheduled by the anniversary of the Employee's date of hire each year shall be paid out.

11.05 **All** Employee(s) will be paid overtime for:

- i) all hours worked in excess of the posted and confirmed schedule as per Article 9.06 of this Agreement or seven point five (7.5) hours, whichever is greater; or
- ii) any portion of a scheduled shift exceeding twelve (12) paid hours.
- iii) all time worked in excess of an average of seventy five (75) hours averaged over a two week period to a maximum of forty five (45) hours in a calendar week shall be considered as overtime.

The Employee shall be entitled to reap the greater benefit of daily or biweekly overtime.

11.06 Employees required to work overtime shall be entitled to meal period(s) and rest

period(s) in accordance with Article 9.03.

- 11.07 Employees will not be required to work overtime against their wishes when other qualified Employees within their classification and normal work area are willing to work the required overtime.
- 11.08 Except for emergency situations, Employees shall not be required to work over four (4) hours overtime per day beyond their regular scheduled shift.

#### **ARTICLE 12 - SHIFT DIFFERENTIAL AND WEEKEND PREMIUM**

- 12.01 a) A premium of **three dollars and twenty-five cents (\$3.25)** per hour shall be paid for each hour or part of an hour for all hours worked after 1500 hours, where the majority of hours of the day's work assignment fall between 1500 and 0800 hours or when the hours of work are equal before and after 1500 hours.

**Effective April 1, 2009** a premium of **three dollars and seventy-five cents (\$3.75)** per hour shall be paid for each hour or part of an hour for all hours worked after 1500 hours, where the majority of hours of the day's work assignment fall between 1500 and 0800 hours or when the hours of work are equal before and after 1500 hours.

- b) Employees working shifts longer than seven and one-half (7.5) hours shall be paid a shift premium for each hour or part of an hour worked between 1700 and 0800 hours.

- 12.02 A weekend premium of **two dollars and sixty cents (\$2.60)** per hour shall be paid for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

**Effective April 1, 2009** a weekend premium of **three dollars and ten cents (\$3.10)** per hour shall be paid for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

- 12.03 Shift and weekend premiums shall be paid in addition to any other premium pay.

#### **ARTICLE 13 - CHARGE PAY**

- 13.01 When a Charge Nurse or an out-of-scope supervisor is not available or a designation to be in charge is made the Employee so designated shall be compensated by a premium of **one dollar and ninety cents (\$1.90) per hour.**

- 13.02 The premium referred to in 13.01 above shall be in addition to any other premium pay so stipulated in other Articles of this Agreement.

#### **ARTICLE 14 - ESCORT DUTY PAY**

- 14.01 If an Employee is required to perform escort duty, all terms and conditions of this Agreement shall apply.

- 14.02 An Employee shall not be required to perform escort duty against her wishes.

**ARTICLE 15 - TRANSPORTATION EXPENSE**

15.01 An Employee who is called back to the Centre or Clinic for emergency duty shall be reimbursed for reasonable, necessary and substantiated transportation expense. The mode of transportation shall be chosen by the Employee. If the Employee travels, for such purposes by private automobile, reimbursement shall be at the **Canadian Blood Services corporate mileage rate** from the Employee’s residence to the place of work and return, with a minimum of **five dollars and sixty-five cents (\$5.65)**.

**In the event that the employee resides outside of the city in which the Centre is located, maximum reimbursement shall be from city limits to the Centre.** Any modification during the life of the Collective Agreement of the Canadian Blood Services corporate mileage rate shall be reflected in the above identified rate.

The Employer may designate the taxi company to be used by the Employee.

15.02 If the Employer requires an Employee to arrive at or leave the Centre or place of work between 2100 and 0600 hours, the Employer shall provide taxi service within the city limits, or reimburse the Employee for mileage in accordance with 15.01 above.

15.03 It is further understood that to economize on taxi expenses, Employees using taxi service shall avail themselves of taxi pooling arrangements, specifically those Employees living within the same vicinity or within the same route that the taxi shall take going to or returning from the Centre.

15.04 Travel in other than Canadian Blood Services’ vehicles on mobile clinic assignments must be authorized by the Department Head **or designate**.

**ARTICLE 16 - MEAL ALLOWANCE-LODGING**

16.01 Employees who are officially required to work at any clinic outside the city limits of Regina or Saskatoon as the case may be, shall receive a meal allowance as follows:

Breakfast	\$6.75
Lunch	\$11.20
Dinner	\$16.55

16.02 When Employees are required to work outside the City of Regina, or the City of Saskatoon, as the case may be, but are not required to stay out-of-town overnight the Employee shall receive only the allowance for meals that their work schedule shall require at the same rates as indicated in 16.01 above.

16.03 A claim for a meal allowance may be made for.

- a) breakfast, if the time of reporting to work prior to departure is earlier than 0730 or the completion of shift is later than 0830, or
- b) lunch, if the time of reporting to work prior to departure is earlier than 1130 or the completion of shift is later than 1230, or

- c) supper, if the time of reporting to work prior to departure is earlier than 1730 or the completion of shift is later than 1830.
  - d) Employees returning from overnight mobile clinics prior to 1230 and who are required to work at the Centre will be provided with the lunch allowance referred to in Article 16.01 above.
- 16.04 Employees required by the Employer to be away from their homes overnight shall be lodged a maximum of two to a room. Single accommodation will be provided, where available, to those Employees who request it at a shared cost (50/50) between the Employer and the Employee. Such accommodation must be booked by the Employer. The Employer reserves the right to recover amounts associated with this Article through a payroll deduction.

#### **ARTICLE 17 - UNIFORMS AND APPAREL**

- 17.01 The Employer shall supply any required protective devices.
- 17.02 The Employer may provide uniforms or payment as follows:
- a) At the time of hire, an Employee shall be provided with an allowance of \$220.00 plus applicable taxes to cover the cost of uniforms according to the Centre's uniform policy.
  - b) Thereafter, on each anniversary, full-time Employees shall be provided with an annual allowance of \$160.00 and part time, term and casual Employees shall be provided with an annual allowance of \$80.00 plus applicable taxes to cover the cost of uniforms according to the Centre's uniform policy.

#### **ARTICLE 18 - TEMPORARY SUPERVISOR ASSIGNMENTS**

- 18.01 a) In the absence of the Department Head, for a period in excess of **three (3) days**, a relief assignment shall be made. An Employee on relief assignment shall receive a premium of **five point five (5.5%)** percent of the Employee's current hourly rate, or the minimum of the range of the relief assignment, whichever is greater.
- b) Such Employee shall be deemed to remain in the scope of this Agreement and shall retain and continue to accrue her seniority. During temporary relief assignment and upon one day advance notice to the **Employer**, the Employee may elect to return to her former position.
- c) A relief assignment for less than **three (3) days** shall not be used to circumvent the above stated provisions.
- 18.02 An Employee has the right to refuse assignment to a relief position.
- 18.03 An Employee shall not hold an out-of-scope relief position for a term greater than one (1) year, or eighteen (18) months where such Employee is replacing an Employee on maternity/paternity/adoption leave.

## ARTICLE 19 - VACATIONS

- 19.01 Full Time Employees shall receive an annual vacation with pay in accordance with her years of employment as follows:
- a) less than one (1) year – one and one-quarter ( $1\frac{1}{4}$ ) working days for each complete month worked. This provides for a maximum of fifteen (15) working days.
  - b) following completion of one (1) year or more but less than three (3) years of continuous employment – Three (3) weeks per year, ( $1\frac{1}{4}$  days per month worked).
  - c) following completion of three (3) years of continuous employment – Four (4) weeks per year, ( $1\frac{2}{3}$  days per month worked).
  - d) following completion of fourteen (14) years of continuous employment five (5) weeks per year ( $2\frac{1}{12}$  days per month worked).
  - e) following completion of twenty four (24) years of continuous employment six (6) weeks per year ( $2\frac{1}{2}$  days per month worked).
- 19.02 OTFT Employees shall receive an annual vacation with pay in accordance with her years of employment as follows:
- a) less than one (1) year - one and one-quarter ( $1\frac{1}{4}$ ) working days for each 162.5 paid hours. This provides for a maximum of fifteen (15) working days.
  - b) following completion of one (1) year or more but less than three (3) years of continuous employment - three (3) weeks per year, ( $1\frac{1}{4}$  days per 162.5 paid hours).
  - c) following completion of three (3) years of continuous employment - four (4) weeks per year, ( $1\frac{2}{3}$  days per 162.5 paid hours).
  - d) following completion of fourteen (14) years of continuous employment - five (5) weeks per year ( $2\frac{1}{12}$  days per 162.5 paid hours).
  - e) following completion of twenty four (24) years of continuous employment - six (6) weeks per year ( $2\frac{1}{2}$  days per 162.5 paid hours).
- For the purpose of the above one (1) day shall be defined as seven point five (7.5) hours.
- 19.03 Vacation credits of Employee(s) on other than full time status shall be accrued and paid out the subsequent vacation year during the normal vacation period. Employee(s) on other than full time casual status shall be paid out on each cheque.
- 19.04 The Employer shall calculate for full time and OTFT Employees, the N/52's calculation (i.e. three fifty-seconds ( $3/52$ ), four fifty-seconds ( $4/52$ ), five fifty-seconds ( $5/52$ ), six fifty-seconds ( $6/52$ ) of gross earnings) annually at the end of each vacation year.

N/52 Calculation:

Three Fifty-Seconds (3/52), Four Fifty-Seconds (4/52), Five Fifty-Seconds (5/52) or Six Fifty-Seconds (6/52) of gross earnings, minus the vacation taken, minus the carryover into the next year = N/52 payment for vacation.

Should the above calculation result in monies owed to an Employee, the Employer shall pay such monies to the Employee annually at the end of each vacation year.

19.05 The vacation year is April 1 of one year to March 31 of the following year.

An Employee shall be entitled to receive annual vacation in:

- a) an unbroken period; or
- b) in periods of not less than one week; or
- c) in periods of less than one week; or
- d) as mutually agreed between the Employer and the Employee.

19.06 a) Employee requests for vacation must be submitted in writing to the Department Head by **February 1st** of each year. Vacation schedules shall be posted by the Employer no later than **March 1st**. Once posted, these dates cannot be changed without the mutual consent of the Employer and the Employee. All other requests for vacation must be submitted in writing four (4) weeks in advance.

b) If requested by the Employee, vacation pay will be payable in advance on the regular pay day prior to commencement of the vacation period provided that four (4) weeks' notice is given by the Employee prior to the above regular pay day.

19.07 Except with the approval of the Employer, deferment of earned vacation will only be allowed under the following circumstances:

- a) Employees appointed on or after December 31st in any vacation year will have their annual leave deferred to the subsequent vacation year.
- b) Annually, Employees may request to defer one (1) week's vacation to the subsequent year. However, Employees with three (3) years of service shall be entitled, upon written request, to defer one (1) week's vacation to the subsequent year. Eligibility for this deferment shall reoccur at subsequent three (3) year intervals.
- c) Written requests to defer vacation under **19.07 (b)** above, are to be submitted no later than December 31st. Such vacation is to be completed prior to August 31st of the following vacation year and may not be combined with vacation for the subsequent year.

19.08 Written requests to combine vacation may be submitted once every three (3) years of service. These requests will be received up to December 31<sup>st</sup>. If approved, such vacation

is to be completed by the end of the subsequent vacation year and will be limited to a maximum of six (6) weeks.

- 19.09 a) An Employee leaving the service at any time shall be entitled to a proportional payment of gross earning in lieu of earned vacation.
- b) Upon termination, vacation taken but not earned will be recovered at the Employee's current rate of pay, from the final pay cheque.

19.10 Where in respect to any period of vacation leave, an Employee:

- a) is granted compassionate leave; or
- b) is granted sick leave as a result of hospitalization; or
- c) is granted sick leave for an illness (a medical certificate substantiating proof of illness will be required), or
- d) becomes ill prior to her confirmed vacation period ( a medical certificate substantiating proof of illness will be required) and such illness continues into her approved vacation, or
- e) is granted other approved leave of absence;

the period of vacation so displaced shall either be added to the vacation period if requested by the Employee and approved by the Employer or, deferred for use at a later date.

19.11 An Employee called back from her annual vacation shall be paid at the rate of two times (2X) her regular rate of pay for all hours so worked. Vacation days so worked shall be rescheduled.

## **ARTICLE 20 - STATUTORY HOLIDAYS**

20.01 For the purpose of this Agreement the following shall be considered Statutory Holidays with pay:

New Year's Day	Saskatchewan Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada (Dominion) Day	Boxing Day

Half day commencing at 1200 hours on the day before Christmas Day

Half day commencing at 1200 hours on the day before New Year's Day

and all other Federally and Provincially proclaimed holidays.

- 20.02 If a Statutory Holiday falls on an Employee's scheduled day off, or during the Employee's annual vacation period, such Employee shall receive an additional day off in lieu thereof.
- 20.03 Employee(s) required to be on duty on any of the aforementioned holidays shall be paid at the rate of time and one-half (1 ½) their regular rate of pay, plus time off with pay equal to the regular hours worked, such time off to be granted within four (4) weeks before or after the week in which the holiday occurs, or if this is not possible, payment in lieu at the regular rate. If an Employee is required to work in excess of the scheduled hours of work on the day of a Statutory Holiday, such overtime hours worked in excess of the schedule shall be paid at double (2X) the regular rate of pay.
- 20.04 Whenever reasonably possible, a day off given in lieu of a Statutory Holiday shall be added onto a weekend off.
- 20.05 The Employer shall have the option of combining the half (½) day of Christmas Eve and the half (½) day on New Year's Eve into one (1) full paid holiday to be observed on either day taking the Employee's preference into consideration. The other day, however, shall be scheduled as a regular workday.
- 20.06 Employees required to work their scheduled Statutory Holiday off shall receive double (2X) their regular rate of pay for such time worked and the day off shall be rescheduled with pay in lieu of the lost scheduled Statutory Holiday off.
- 20.07 Unless mutually agreed otherwise between the Local and the Employer, for Employees whose regular days off are Saturday and Sunday and the designated holiday falls on a Saturday, the Friday previous shall be deemed the holiday. Where any of the designated holidays fall on a Sunday, the following Monday shall be deemed to be the holiday.
- 20.08 a) Employees on other than full-time status, in addition to receiving their appropriate hourly rate of pay, shall be paid on each pay cheque six percent (6%) of their **regular** salary earned in lieu of Statutory Holiday pay.
- It is agreed, Statutory Holiday pay shall be considered as regular income for the purposes of pensionable earnings.**
- b) Employees on other than full-time status who are required to work on a Statutory Holiday shall be paid, in addition to **20.08 a)** above, one and one-half (1 1/2) times their regular rate of pay for all hours so worked.

## **ARTICLE 21 - COURT PROCEEDINGS**

- 21.01 If an Employee is subpoenaed for jury duty, or as a court witness, such Employee shall not suffer any loss of salary or wages while so serving. Any money paid to the Employee for such court attendance shall be turned in to the Employer.
- 21.02 In the event that the Employee acts as a witness on behalf of the Employer in matters arising out of employment, the Employee shall not lose approved time off and all time spent while so serving shall be covered by this Collective Agreement.

## ARTICLE 22 - GRIEVANCE PROCEDURES

- 22.01 For the purpose of this Agreement, a grievance is defined as any difference between the persons or parties:
- a) bound by the Collective Agreement, or
  - b) on whose behalf it was entered into concerning its interpretation, application or operation of any alleged violation thereof, including any question as to whether the differences are arbitrable without stoppage of work or refusal to perform work.
- 22.02 The Employer acknowledges the right of the Local to appoint Stewards from amongst its members of the bargaining unit. The Local, in turn shall supply the Employer with an up-to-date list of its Officers.
- 22.03 It is agreed a steward or elected Officer of the Local may, after making suitable arrangements with her Supervisor for coverage of her assignment, leave her assigned duties temporarily in order to discuss matters related to a grievance with the grievor or Employer, and that such steward or officer shall not suffer any loss of earnings for the time so spent.
- 22.04 It is agreed that a representative of the Union shall, after making suitable arrangements with the Employer, have access to the Employer's premises for the investigation of grievances.
- 22.05 At any stage, either of the parties may request a meeting to discuss the matter of the grievance without prejudice to their respective positions.
- 22.06 In the event of a difference arising between the persons or parties to this Agreement, the Employee(s) concerned, with or without a Steward or Officer of the Local in attendance, shall first seek settlement of the difference through discussion with her immediate Supervisor.
- 22.07 It is agreed that in the event of termination of an Employee for just cause and failing resolution of difference through informal discussion as provided herein, the Union shall have the right to commence the formal grievance procedure at Step Two. If the difference is not resolved at such step, the Union shall have the right to proceed to the next level as provided herein.
- 22.08 Policy/Group grievances with application in both Centres may be initiated at Step 2.
- 22.09 Step 1: Failing resolution of the difference through informal discussion, the person or party who considers they have a grievance shall, within thirty (30) working days of its occurrence, submit a written and signed grievance to the Department Head or designate setting out the following:
- a) The nature of the grievance and the circumstances out of which it arose;
  - b) The section or sections of the Agreement infringed upon or claimed to have been violated;

c) The remedy or correction the Employer is required to make.

A copy shall be forwarded to the Local of the Union.

- 22.10 The Department Head or designate shall give her written decision within fourteen (14) calendar days of receipt of the written grievance.
- 22.11 Step Two: If the decision of the Department Head or designate is unsatisfactory to the grieving party, it shall be referred to the Manager, Human Resources or designate within fourteen (14) calendar days of the Department Head or designate's decision.
- 22.12 The Manager, Human Resources or designate shall render a written decision within fourteen (14) calendar days of receipt of the grievance.
- 22.13 In the event that the difference remains unsettled, the matter shall be referred to Arbitration within fourteen (14) calendar days of the Manager, Human Resources' or designate's decision. If the grievance is not taken to Arbitration, as herein provided, within fourteen (14) calendar days, the grievance shall be deemed to have been settled.
- 22.14 Either of the parties may notify the other party in writing of its desire to submit the difference to Arbitration, and the notice shall contain a statement of the difference and the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within fourteen (14) calendar days, inform the other party of its appointee to the Arbitration Board. Should either party fail to name their representative within the time limit, the Minister of Labour shall make the appointment.
- 22.15 When the representatives have been appointed, they shall choose a Chairman within ten (10) calendar days, who, with the two (2) representatives, shall constitute the Arbitration Board.
- 22.16 Should the representatives fail, within the ten (10) calendar days, to agree upon a Chairman, the Minister of Labour shall be requested by the representatives of either party to appoint a Chairman to the Arbitration Board.
- 22.17 The Arbitration Board shall hear the difference as soon as possible and shall render a decision as soon as possible thereafter.
- 22.18 The Arbitration Board shall not have the power to alter or amend any provisions of the Collective Agreement or to substitute any provision, or, to give any decision inconsistent with the terms of this Agreement.
- 22.19 The Arbitration Board shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the parties and upon any Employee(s) affected by it. The decision of a majority is the award of the Board, but if there is no majority, the decision of the Chairman shall govern and shall be deemed to be the award of the Board.
- 22.20 Each party to the difference shall bear the expense of its respective nominees to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairman.

- 22.21 The time limits specified above may be extended by the consent of both parties. If the grieving party fails to take any of the steps within the time limits as set out, then it shall be deemed the grievance has been settled. Failure on the part of the Employer to reply within prescribed time limits shall give the Union the right to proceed to the next step.
- 22.22 It is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits the onus is on that party to show justifiable reason for its failure to adhere to such limits.

## **ARTICLE 23 - PROBATIONARY PERIOD AND TRIAL PERIOD**

### **Probationary Period**

- 23.01 (a) A regular full time Employee commencing with Canadian Blood Services shall be on probation during the first four (4) calendar months of her employment; however, it being recognized that this probationary period maybe extended on one (1) occasion only up to a maximum of three (3) additional calendar months. The Employee shall receive an evaluation of her performance at least once (at the midpoint) of her initial, and if extended such subsequent extended probationary period.
- (b) An other than full time Employee commencing employment with Canadian Blood Service shall be on probation during the first six hundred and fifty (650) hours worked or six (6) calendar month whichever occurs first; however, it being recognized that this probationary period may be extended on one occasion only up to a maximum of four hundred and seventy two point five (472.5) hours or three (3) calendar months whichever occurs first. An Employee shall receive an evaluation of her performance at least once (at the midpoint) of her initial, and if extended such subsequent extended probationary period.
- (c) It is agreed that the circumstances warranting the extension, the improvement expected by the Employer and the duration of the probationary extension must be communicated to the Employee on probation prior to the expiration of her first four (4) calendar month probationary period. Notice of an extension of an Employee's probationary period shall also be provided to the Local President.
- (d) An Employee shall only serve one probationary period for any period of continuous employment within the bargaining unit.
- 23.02 During this probationary period, the Employee shall enjoy all the rights and privileges prescribed in the Agreement.
- 23.03 The Employer may terminate the employment of a probationary Employee at any time provided that such termination is not for arbitrary or discriminatory reasons.
- 23.04 During the probationary period, the Employer is expected to give as long a notice of termination as possible with a minimum of one (1) week.

## **Trial Period**

23.05 An Employee shall be placed on a trial period of forty (40) working days or three hundred and twenty (320) hours worked, whichever occurs first, following the orientation period, **when the Employee transfers to a different position as determined by the job description and**, when the Employee:

- (a) is the successful applicant to a posting; or
- (b) exercises her displacement rights; or
- (c) exercises her re-employment rights.

At any time during the trial period the Employee may return to her previous position or if performance proves unsatisfactory, she will be returned to her previous position.

Any other Employee affected because of re-arrangement of positions shall also be returned to her former position and status.

## **ARTICLE 24 - SENIORITY**

An Employee's "Seniority Date" shall be established by the following process and calculation:

24.01 Employees to the Bargaining Unit will be ranked on the seniority list according to the date in which their employment commenced within the Bargaining Unit, **including temporary or casual employment within the bargaining unit contiguous to their regular employment.**

Where two Employees have the same Seniority Date, the following shall be the process for determining **their respective rank**:

- i. The date of their birthday (1-31 with 1 being the highest) shall be used as a tie breaker (i.e. in the case of birthdays of January 25 and June 9, the person with the birthday on the 9<sup>th</sup> would prevail).
- ii. If this does not resolve the tie breaker, then the month of the year that the birthday occurs (1-12 with 1 being the highest) will be used (i.e. in the case of birthdays on January 25 and June 25, the person with the birthday in January will prevail).

An up to date seniority list **showing each Employee's seniority as of December 31<sup>st</sup>** shall be posted in places accessible to all Employees by March 1<sup>st</sup> of each year with a copy to the Local.

Seniority lists shall be open for correction for a period of thirty (30) days from the date of posting. Any requested corrections are limited to the period of time elapsed since the cut off date of the previous seniority list. In the event of a dispute over the seniority of an Employee, the Employer(s)' record(s) of employment shall be the official record.

**The parties agree that the above provisions shall not be used to alter the seniority date of Employees whose seniority date was determined using the conversion process outlined in the 2005-2008 Collective Agreement.**

- 24.02 The Employer shall maintain and post a bargaining unit seniority list showing the date in which the Employee's service commenced within the bargaining unit, which is known as their hire date and their seniority known as "Seniority Date" as calculated in Article 24.01 above.

An up to date seniority list shall be posted in places accessible to all Employees by March 1<sup>st</sup> of each year with a copy to the Local.

The March 1<sup>st</sup>, 2008 and all future seniority lists shall be open for correction for a period of thirty (30) days from the date of posting. Any requested corrections are limited to the period of time elapsed since the cut off date of the previous seniority list.

In the event of a dispute over the seniority of an Employee, the Employer(s)' record(s) of employment shall be the official record.

- 24.03 An Employee shall automatically lose her seniority and employment under the following circumstances:
- a) Resignation or retirement;
  - b) Discharged and not reinstated;
  - c) Laid off for longer than four (4) years;
  - d) Failure to return to work immediately following the termination of leave of absence, vacation or suspension, or within then (10) days from notification by the Employer to return to work following a lay-off, unless in either case, the Employee can show a justifiable reason for failure to report to work; or
  - e) Is absent without authorization for a period of time in excess of three (3) days, unless the Employee can show a justifiable reason for failure to report to work;
  - f) Relieves in an out-of-scope position for more than a total of twelve (12) months or eighteen (18) months where such Employee is replacing an Employee on Maternity/Paternity/ Adoption leave during the term of this Agreement.
  - g) Is appointed to an out-of-scope position.

## **ARTICLE 25 - TERMINATION OF EMPLOYMENT**

- 25.01 At any time after the probationary period, the Employer may terminate employment without notice for just cause. Such Employee discharged without notice may use the grievance procedure.
- 25.02 Employees are required to give three (3) weeks' notice of intention to terminate employment.

- 25.03 For the purpose of this Agreement, an Employee's termination date shall be deemed to be the last working day if the salary calculations are on a "working day" basis.
- 25.04 The Employer shall provide at the request of the Employee on termination, a written statement with the following information:
- a) unused, earned sick leave credits;
  - b) present vacation accrual rate;
  - c) salary rate and step and hours worked since the last increment (for OTFT status Employees) or the increment date (for full-time Employees);
  - d) date of commencement of employment;
  - e) date of termination of employment;
  - f) seniority.
- 25.05 Upon termination all monies owing to the terminating Employee shall be paid within five (5) weeks of the termination date unless otherwise directed by the Employee.

#### **ARTICLE 26 - VACANCIES/TRANSFERS**

- 26.01 In all cases of filling of vacancies within the scope of this Agreement, at a particular Centre, the following factors shall prevail:
- a) Where qualifications are relatively equal, seniority shall be the deciding factor.
  - b) Preference shall be given to applications from within the bargaining unit.
  - c) The Employee who is the successful applicant shall be provided with orientation.
- 26.02 The Employer shall post notice of all vacancies including new and term positions, new classifications or reclassifications within the scope of this Agreement, within the Centre where the vacancy occurs, for ten (10) calendar days in advance of the appointment. When circumstances require that a vacancy be filled before the expiration of ten (10) calendar days, it shall be filled during that interval only on a temporary relief basis. A copy of all postings shall be forwarded no later than the day of posting to the Representative of the Local of the Union at the Centre concerned.
- It is agreed that such posting(s) shall include job title, job status, salary range, number of hours for OTFT positions and qualifications.
- 26.03 All applications for transfer shall be made to such officer as the Employer may designate.
- 26.04 When the appointment is made, all applicants shall be advised in writing, of the name of the successful applicant. The Union Representative at the Centre concerned shall be notified of the appointee's name and effective date.

- 26.05 An Employee relocated temporarily to a different location or centre shall still be considered a bargaining unit member and be covered by all terms and conditions of this Agreement.
- 26.06 The Employer agrees to permit Employees, for their personal convenience and at their own expense, to transfer from one Centre to another according to the provisions of this Article.
- 26.07 Employee initiated transfers between Centres shall be treated in the following manner:
- a) Employees wishing such transfer must notify in writing the Human Resources Representative of the Centre to which they would like to transfer stating their qualifications and when they would be available to commence work.
  - b) Employees requesting a transfer will be considered after the provisions of the Agreement and Canadian Blood Services policies with respect to job vacancies have been carried out.
  - c) A successful applicant transferring from one Centre to another as a result of this procedure will maintain her Canadian Blood Services seniority and corresponding entitlement to benefits (i.e. vacations, sick pay, seniority, increases), in so far as this is not inconsistent with the policies or Collective Agreements or prevailing practices of the Centre to which the Employee wishes to be transferred. However, an Employee so transferring, will be governed according to her relative seniority acquired in the Centre to which she transferred, for such matters as lay-offs, recall, change in status and probationary period.
  - d) The rate of pay of an Employee who has been transferred between work locations shall not change. Such Employee's increment date or increment hours shall be maintained for the purpose of wage progression.
- 26.08 An Employee transferred from one Centre to another Centre within the scope of this Agreement shall be considered to be on a trial period in accordance with Article 23.05.
- 26.09 When an Employee is promoted from one classification to another the salary of such promoted Employee shall be advanced to that step in the higher rated scale which is the next higher than the Employee's current rate or to the next higher step if the salary increase from the single step is less than the Employee's next normal step.
- 26.10 When an Employee is demoted, the Employee's increment date shall not change, but the rate of pay shall be reduced to the rate of pay in the new classification which is next below the Employee's present rate of pay.
- 26.11 a) Employees on other than full-time status shall be allowed to bid on vacant positions within the Centre in which she is employed.
- b) i) A regular part-time or casual Employee who is appointed to a vacant position will be on a trial period in accordance with Article 23.05.

- ii) Where a regular full-time, regular part-time or casual Employee has not applied for a vacant position, a term Employee may be appointed and will be on probation for the first forty-five (45) working days following the date of appointment.
- c) On commencement of the appointment to a regular full-time position, all benefits of this Agreement that were not previously applicable will apply and commence to accrue from the date of appointment to the full-time position and/or subject to the regulations and eligibility requirements applicable to full-time Employees. The Employee's future anniversary date for the purpose of annual increments shall be based on the date of completion of one thousand nine hundred and fifty (1950) paid hours since her last full step increment in her previous position.
- d) Further to c) above, regular part-time or casual Employee will retain her accumulated service credits for the purpose of calculating vacation entitlement in the regular full-time position.

## **ARTICLE 27 - LAYOFF AND RECALL**

27.01 Should a reduction of nursing staff become necessary within a particular Centre, senior qualified Employees of the Centre shall be retained. The provisions of Article 27.02 with respect to lay-off notices shall prevail and copies of lay-off notices shall be forwarded to the Local. Employees who have been laid off shall be returned to service in order of seniority, subject to qualifications, as employment becomes available. Seniority rights shall be retained for a period of lay-off not exceeding four (4) years. Notice of recall shall be by registered mail or personal service on the Employee.

It shall be the responsibility of the Employee on layoff to keep the Employer advised of her current address or any changes thereto.

27.02 Employees subject to lay-off will be given notice in accordance with the Saskatchewan Labour Standards Act. In any event, not less than one (1) month's notice shall be given. The effective date of the lay-off shall be specified in the notice. The Employer shall advise an Employee of her right to Union representation. A Union Representative shall be present if the Employee so desires during discussions concerning lay off.

An Employee who has been laid off and accepts work within the Bargaining Unit within one year from date of layoff, shall resume participation in the benefit plan(s) of which she was a member at the time of layoff. Membership in the plan(s) will continue until December 31<sup>st</sup> following the date of re-employment, at which time the Employee's ongoing eligibility will be determined in accordance with the terms of the plan(s).

27.03 No lay-off of full-time or part-time Employees shall occur when casual Employees are being employed, unless no full-time and/or regular part-time Employees on staff are qualified, or available to fill the position(s) in question.

27.04 No new Employees will be hired when other qualified and available Employees are on lay-off.

27.05 Employees shall be recalled in seniority order. Such recall shall be made by registered mail or personal service and shall provide for one (1) week's notice to report back to

work. The Employee is solely responsible for his/her proper address being on record with the Employer.

The Employees affected will contact the Nursing Department by telephone not later than three (3) days before the date on which they are due to return to work. Failure to notify as above, without valid reasons, will result in the Employee being deemed to be continued on lay-off subject to the recall procedure as above. Should such failure to return be without valid reason, the Employee will be placed last on the recall list.

An Employee being placed last on the recall list who is subsequently recalled to work and who fails to report for duty as scheduled, without valid reason, shall have his/her employment terminated.

- 27.06 The Employer agrees to provide all necessary orientation, and training for certifiable skills when an Employee is recalled from layoff.
- 27.07 In the event of a deletion of an occupied position, as much notice as possible shall be given to the incumbent who will be entitled to exercise his/her seniority rights, subject to qualifications, to displace an Employee in a position of equal or lower classification. Any Employee thus displaced shall also be entitled to a like exercise of seniority rights.

#### **ARTICLE 28 - NEW OR CHANGED CLASSIFICATIONS - NEW POSITIONS**

- 28.01 All new classifications or new positions within the scope of this Agreement shall be posted in accordance with Article 26. **If a new position or reclassified position requires the incumbent to be a Registered Nurse, and the Employer determines that the position is outside the scope of the bargaining unit, the Union shall be notified. The Union may request a meeting to discuss the exclusion of any position from the bargaining unit. Nothing in this Article shall interfere with the Union's right to refer the exclusion of a position to the Saskatchewan Labour Relations Board.**
- 28.02 If a new or reclassified classification or new position is determined by the Employer to be within the scope of the bargaining unit, or if a new or reclassified classification or new position is adjudicated by the Labour Relations Board to be within the scope of the bargaining unit, the Employer and the Union will enter into negotiations to determine the appropriate classification and wage structure to be applied.
  - a) If within thirty (30) days of written notice, the Union objects to the wage structure established by the Employer, and through negotiations succeeds in revising the wage structure, the revised wage structure shall be retroactive to the date of implementation of the new position in the Centre.
  - b) If a new position or job title is not included in Schedule "A" the Employer shall establish the wage structure and then give written notice to the Union of its intent to implement the new position or job title.
  - c) Failing resolution by negotiation, the matter shall be referred to arbitration in accordance with Article 22 - Grievance Procedure. The Arbitration Board's decision shall be effective retroactive to the Employee's date of employment in the new position and shall be final and binding on both parties.

- 28.03 The Employer shall provide to the Local of the Union copies of job descriptions for all job classifications within the scope of the bargaining unit.
- 28.04 Where the Employer makes substantive change(s) to an existing position, the Employee or Union may refer the position for review in accordance with Article 28.02.

#### **ARTICLE 29 - TECHNOLOGICAL CHANGE**

- 29.01 "Technological Change" is defined as the introduction by the Employer of equipment or material of a different nature or kind than previously utilized by the Employer; a change in the manner that the work is carried out that is directly related to the introduction of that equipment or material; **changes in operating methods**; or a removal, by the Employer, of any part of his or her business, closure or dissolution of a department.
- 29.02 a) Before the introduction of any technological change which affects the rights of Employees, conditions of employment or wage rates, the Employer shall notify the Union no less than ninety (90) days in advance of the intended change.
- b) The Employer and the Union will meet within twenty (20) days of the Employer's notification to the Union as follows;

By mutual consent of the Employer and the Union the above time limit may be adjusted to suit individual circumstances. Upon notification as above, the Employer and the Union will commence discussion including but not limited to the effect on personnel, career planning and access to severance pay in an amount negotiated at the time and pension/retirement benefits and any other requirements as set out in Section 43 of the Trade Union Act of Saskatchewan.

During the above mentioned implementation and transitional period, affected Employee(s) will maintain their wage level. All new job titles and rates of pay within the scope of this Agreement shall be negotiated in accordance with Article 28.

All new positions created as a result of technological change will be posted under the terms of the Agreement. Any training or retraining required to fill the new position shall be provided by the Employer at the Employee's regular rate of pay. If application of this Article requires a reduction in the work force, such reduction will be carried out under the terms of this Agreement.

#### **ARTICLE 30 - RECOGNITION OF PREVIOUS EXPERIENCE**

- 30.01 Nurses commencing employment at the Nurse A level with the Employer during the lifetime of this Agreement and who have satisfactorily completed previous experience in the amount as set out below in an Institution or Agency which required professional nursing staff, shall receive recognition for such previous experience as follows:
- a) Full-Time Previous Experience
- (1) greater than one (1) year experience but less than two (2) years experience within the past five (5) years immediately preceding the date of hiring - placement at Step 2;

- (2) two (2) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 3;
- (3) three (3) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 4;
- (4) four (4) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 5;

b) Other Than Full-Time Previous Experience

- (1) greater than one thousand nine hundred and fifty (1950) paid hours but less than three thousand nine hundred (3900) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 2;
- (2) three thousand nine hundred (3900) paid hours experience within the past five (5) years immediately preceding date of employment - placement at Step 3;
- (3) five thousand eight hundred and fifty (5850) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 4;
- (4) seven thousand eight hundred (7800) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 5;

30.02 a) Employees hired into a classification other than Nurse A shall receive recognition for recent experience in an equivalent classification as follows:

1 year of such experience	Step 2
2 years of such experience	Step 3
3 years of such experience	Step 4
4 years of such experience	Step 5

b) Employees hired into a classification other than Nurse A without experience in an equivalent classification shall be placed on the salary scale in accordance with Article 26.09 and 26.10 after initially placing her on the Nurse A scale based on her previous experience.

30.03 Notwithstanding the above, any Employee who was represented by Saskatchewan Union of Nurses at CBS or any other Employer and who is employed and/or re-employed within one (1) year, the Employee shall retain their step on the salary scale attained at their last place of employment. The date of re-employment/employment shall be the Employee's increment date for wage progression.

30.04 For the purpose of determining recognition of previous experience, unused annual vacation that is paid out to an Employee on termination shall be considered as time worked.

## **ARTICLE 31 - RECOGNITION OF EDUCATION**

- 31.01 In addition to the salary rates of pay set out in Schedule "A", any Employee who has successfully completed her probationary period and so qualifies shall receive the following educational allowance:
- a) An Employee who has successfully completed one (1) or more approved graduate courses, of three (3) months or longer duration, and where this course is utilized in the performance of the Employee's duties, shall receive an educational allowance of seventeen cents (\$0.17) per hour.
  - b) An Employee who has received a Baccalaureate Degree in Nursing and where this qualification is utilized in the course of the performance of the Employee's duties, the Employee shall receive an educational allowance of twenty one cents (\$0.21) per hour.
  - c) An Employee who has received a Masters Degree in Nursing and where this qualification is utilized in the course of the performance of the Employee's duties, the Employee shall receive an educational allowance of sixty four cents (\$0.64) per hour.
- 31.02 Allowances for education are not cumulative and an Employee shall be paid only for the highest qualifications attained.

## **ARTICLE 32 - STRIKES - LOCKOUTS**

- 32.01 It is agreed that while this Agreement is in force, there shall be no strike, slow-down, or stoppage of work on the part of the Employees represented by the Union. Similarly, the Employer agrees or will not cause or direct any lockout of its Employees during the term of this Agreement.

## **ARTICLE 33 - JOINT UNION MANAGEMENT COMMITTEE (JUMC)**

- 33.01 At either party's request, a joint committee in each Centre shall be set up to deal with such matters of mutual concern as may arise from time to time in the operation of the each Centre.
- a) The Committee shall be composed of representatives of the Employer and the Union.
  - b) The Committee shall meet as and when required upon request of either party, within seven (7) days.
  - c) Either party shall inform the other party, prior to the meeting, of matters that they wish to discuss and of the names of the persons attending.
  - d) Employees who attend committee meetings shall be released from duty without loss of pay. Employees who attend committee meetings who are not scheduled to work shall be compensated at their regular hourly rate for each hour or portion thereof.

- 33.02 The Employer and the Union shall establish a Provincial Joint Union Management Committee which shall meet on a quarterly basis, or as otherwise mutually determined by the parties, with a minimum ten (10) working days notice.
- a) The Committee shall be comprised of representatives of the Employer and the Union.
  - b) Either party shall inform the other party in writing, ten (10) working days prior to meetings, of matters they wish to discuss along with the names of the representatives attending.
  - c) Employees designated by the Union to attend JUMC meetings shall be relieved from duty without loss of pay, for travel and meeting time. Employees who attend committee meetings, who are not scheduled to work, shall be compensated at their regular hourly rate of pay for each hour, or portion thereof.
  - d) Union representatives shall be reimbursed for mileage and meals as per Articles 15 and 16.
- 33.03 The Employer and the Union agree to discuss as part of the JUMC process, issues around Cultural Diversity in the workplace, in order to raise awareness of cultural differences, with an emphasis on Aboriginal people.

#### **ARTICLE 34 - DONOR CARE**

- 34.01 It is agreed by both parties that it is important to review current and/or new methods of operations, to provide effective communications of information, ideas, concerns relative to Donor care, and to discuss/study/make recommendations on matters of mutual concern as may arise from time to time in the operation of the work site.

##### Concerns Re: Donor Care

- 1) Any nurse(s) concern respecting an issue of Canadian Blood Services nursing practices, standards or functions relevant to donor care shall be submitted to the Department Head in writing.
- 2) The Department Head shall provide a response to the nurse(s) within five (5) working days (unless otherwise mutually agreed) with a copy to the Union.
- 3) Should the concern not be resolved, it shall be submitted to the Manager, Human Resources or designate within five (5) working days following the response in #2 above with the nurse(s) providing a copy to the Union.
- 4) The Manager, Human Resources or designate shall provide a response to the nurse(s) within five (5) working days (unless otherwise mutually agreed) with a copy to the Union.
- 5) In the event the concern remains unsettled, the matter may be referred to arbitration in accordance with Article 22 of the Collective Agreement.

For concerns regarding Donor Care, the parties agree to use a single Arbitrator who has Nursing/Health Care knowledge for the above process. The parties further agree to establish a standing rotational list of three (3) Arbitrators. The list shall be mutually agreed upon and established within one hundred and twenty (120) days of signing the Collective Agreement.

#### **ARTICLE 35 - STAFF DEVELOPMENT**

- 35.01 The Employer shall provide such reference materials which may be required in relation to maintaining the Employee's up-to-date knowledge of Canadian Blood Services procedures.
- 35.02 If an Employee is required or requested by the Employer to attend or participate in in-services, Education Programs or Staff meetings, such shall be regarded as working time under the terms of this Agreement and compensated accordingly. Tuition fees, travel expense, applicable meal allowances (during education programs only) and lodging shall be paid by the Employer. No Employee shall be penalized for not attending courses which are not required by the Employer.
- 35.03 During the lifetime of this Agreement the Employer shall issue and make available to the Union its policy with respect to Leave of Absence for Educational Advancement and any other assistance which the Canadian Blood Services may make available to its Employees who desire leave of absence for formal educational purposes and for professional development workshops.
- 35.04 The Employer shall provide, during normal hours of work, a planned orientation program for newly hired Employees.
- 35.05 The Employer shall provide, during normal hours of work, appropriate orientation and review for Standard Operating Procedures.
- 35.06 The Employer shall continue its practice of providing, on a continuing basis, and during normal hours of work, a program of professional nursing in-service education for nurses. Such programs shall include skill based training.
- 35.07 Where the Employer requires an Employee to be trained in CPR, it shall provide such training.
- 35.08 Employees shall be granted annually up to eight (8) hours of paid professional development leave per full-time Employee, prorated for other than full-time on the basis of hours worked. Unused days are not cumulative from one calendar year to another. Utilization of this leave is subject to advance approval by the Employer with respect to timing and course content.**
- 35.09 When a Nurse A is assigned to certify new nurses, retrain or recertify existing nurses, she shall receive a premium of ninety five cents (\$.95) per hour or part thereof spent training. Such premium shall also apply when a Nurse A is assigned to certify non-nursing staff as part of the Employer's Phlebotomy Training Program.**

## **ARTICLE 36 - PERSONAL PROPERTY DAMAGE**

- 36.01 An Employee's personal property loss or damage by the action of a donor or volunteer(s) shall be replaced or repaired at the expense of the Employer to a maximum of five hundred dollars (\$500.00), subject to integration with 100% coverage by Workers' Compensation Board, provided that reasonable proof of the cost and cause of such damage is submitted by the Employee in writing to the Human Resources Representative within one (1) calendar week, except in extenuating circumstances, of such loss or damage.

## **ARTICLE 37 - PERSONNEL FILE & DISCIPLINE**

- 37.01 a) The Employer agrees to advise and discuss with the Employee in question any performance evaluation report resulting from the Employee's performance or conduct while employed with the Employer prior to such being filed in the Employee's personnel file. While the Employee's signature on a report may be regarded as evidence of her being made aware of a report, such is not indicative of the Employee's acceptance of it. An Employee shall have the right to respond in writing within fourteen (14) days of having discussed the report with the Employer and that reply shall be placed in her personnel file.
- b) An Employee shall be given a copy of her performance appraisal.
- c) With the exception of very serious offenses Canadian Blood Services supports the principle of "progressive discipline".
- 37.02 An Employee shall be allowed access to her personnel file, during regular working hours and at her place of employment, to review any documents therein pertaining to work performance or conduct, except references from previous Employers, by making prior arrangements with the Supervisor/Manager or designate at least seventy-two (72) hours in advance. Any Employee may review her personnel file upon termination.
- The Employer shall provide copies of the documents contained in the personnel file to the Employee on request.
- 37.03 After two (2) years an adverse report, excluding references from previous Employers, shall be removed from the Employee's file. If a report or appraisal is dated more than two (2) years but has not yet been removed from the Employee's file, such shall not be used in any action against the Employee.
- 37.04 An Employee who is fully exonerated through recourse to the grievance procedure shall have all references to the suspension or discharge removed from her personnel file.
- 37.05 If an Employee is discharged or suspended or given a written reprimand, such Employee shall be advised within five (5) working days, in writing, of the reasons for such discipline.
- 37.06 a) The Employer shall advise the Employee of their right to Union representation prior to the imposition of discipline. The Employer shall give advance notice to the Employee and the Local of the Union with regards to the nature of and

commencement of the meeting. If requested the Union representative shall have time to meet with the Employee prior to the meeting with the Employer.

- b) A Union representative shall be present when the Employer is imposing discipline.
- c) Discipline shall only be imposed at a meeting held for such a purpose.

37.07 If an Employee is suspended pending investigation, the Employer shall render its decision regarding discipline no later than fourteen (14) calendar days from the date of the suspension, except as otherwise agreed between the Employer and the Local. Where the suspension is without pay and investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the Employee shall be paid for time lost and be made whole in all respects.

### **ARTICLE 38 - MINIMUM STAFFING**

38.01 On clinics there shall be no less than two (2) Registered Nurses in attendance.

### **ARTICLE 39 - LEAVES OF ABSENCE**

39.01 All requests for leaves of absence must be submitted to the Department Head. Whenever possible such requests will be submitted at least twenty-one (21) days in advance. The Employer shall respond, in writing, to all requests for leave of absence within ten (10) days after receiving such a request from an Employee. The Employer shall provide reasons for refusal of any such leave. Insofar as the regular operation of the Employer will permit, leave of absence without pay shall be granted.

39.02 Where an Employee provides the name of a qualified replacement who agrees to cover off the period of such leave(s), not in excess of a total of twenty (20) working days per year, the requested leave shall be granted.

39.03 Failure to return from leave of absence on the appointed date may be deemed to be a resignation unless the Employee can show justifiable reasons for failure to return to work.

39.04 a) When leave of absence without pay is for more than 30 days the Employee shall not accumulate or earn sick leave or annual vacation credits for the entire period of the absence. A new increment date shall be established for determination of future increments.

b) Insofar as the regular operations permit, an educational leave of absence shall be granted for up to twenty-four (24) months at the request of the Employee. During any educational leave of absence approved by the Employer of twenty-four (24) months or less, seniority, sick leave credits and vacation entitlement will continue to accrue.

i) accruals, as in b) above shall continue to accrue for OTFT-RPT, based on hours worked during the 52 weeks immediately preceding the leave.

- c) For the sole purpose of determining salary increments to which she is entitled, an Employee who is granted leave of absence shall be deemed to remain in the continuous service of the Employer for:
  - i) the first twenty-four (24) calendar months leave of absence for educational purposes.
  - ii) thirty (30) calendar days for any other reason.

#### **39.05 Maternity/Paternity/Adoption Leave**

An Employee who is expecting the birth or adoption of a child, shall be entitled to Maternity/Paternity/Adoption leave without pay, provided she presents a medical certificate confirming the probable date of confinement, or in the case of adoption, gives the Employer notice of the possibility upon determination of eligibility. Such request shall be submitted in writing twenty-one (21) days in advance of the leave and shall specify the probable date of commencement and the length of the leave.

The following conditions shall apply:

- a) Leave of Absence for Maternity/Paternity/Adoption shall be for up to eighteen (18) months as requested by the Employee, except in extenuating circumstances when, in the opinion of a medical practitioner, the leave should be further extended.
- b) Such leave will be granted with the assurance that the Employee will resume employment in the same position she occupied prior to the granting of such leave. In the event the Employee on Maternity/Paternity/Adoption Leave is affected by lay off, she shall be afforded access to the lay-off provisions of this Agreement.

Notice of intention to return to work, or request for a change of the length of the leave of absence, must be forwarded to the Employer fourteen (14) days prior to the expiration of the leave and where possible twenty-eight (28) days notice will be given.

#### **39.06 Parental Leave**

Upon request an Employee shall be granted up to thirty-five (35) weeks Parental Leave without pay with the assurance that the Employee will resume employment in the same position and at the same step on the salary scale that she occupied prior to the granting of such leave. In the event the Employee on Parental Leave is affected by layoff, she shall be afforded access to the lay-off provisions of this Agreement.

Insofar as the regular operation of the Employer will permit, Parental Leave may be extended.

Parental Leave may be divided between the parents of a child.

#### **39.07 Supplemental Employment Insurance**

Maternity/Paternity/Adoption Supplemental Employment Benefit (SEB)

The Employer will implement a Supplemental Employment Benefits Plan effective July 1, 2007. Employees commencing maternity or paternity/adoption leave on or after July 1, 2007 will receive the Supplementary Employment Benefits if they meet eligibility requirements.

Maternity/Paternity/Adoption Supplemental Employment Benefit (SEB) shall only apply to regular full-time and regular part-time employees.

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

### **Maternity Supplemental Employment Benefits**

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

CBS will pay seventy-five percent (75%) of the Employee’s regular weekly rate of pay for the two-week waiting period required for maternity benefits under the Employment Insurance Act.

### **Parental/Adoption Supplemental Employment Benefits**

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

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

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

### **SEB Payment Calculation**

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

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

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

### 39.08 **Compassionate Leave**

Upon request, on the death of a family member or someone with whom they have a very close relationship, as herein defined, an Employee shall be granted compassionate leave with pay as follows:

- a) Up to four (4) working days in the event of the death of a spouse (opposite sex or same sex, married or common law), fiancé(e), mother, father, brother, sister, son, daughter, father-in-law, mother-in-law, grandparents or grandchildren.
- b) Up to two (2) working days in the event of the death of a brother- in-law, sister-in-law, son-in-law, daughter-in-law, grandparents-in-law, aunt, uncle, niece or nephew.
- c) Employees who have to travel five hundred (500) kilometres or more one way to attend a funeral or other family responsibilities related to 39.08 and 39.09 shall be granted an additional two (2) days without loss of pay.

In addition the Employee may request family/pressing necessity leave and/or vacation and/or unpaid leave of absence as may be required for this purpose.

### 39.09 **Family/Pressing Necessity Leave**

Family Leave is intended to provide the necessary time to attend to the needs of individuals for whom the Employee has a duty of care. Upon request, Employees shall be granted Family Leave with pay. Employees are required to provide the Employer with notification of leave requirements as early as possible after determining need.

Pressing Necessity shall be defined as any circumstance of a sudden or unusual occurrence that could not have been foreseen by the Employee and which required immediate attention of the Employee.

Family/Pressing Necessity Leave with pay shall be granted up to a maximum of thirty-seven point five (37.5) hours within a fiscal year.

- 39.10 Employees with four (4) or more years of employment may be granted up to three (3) weeks leave of absence without pay and without loss of benefits or seniority, per year, on request. The request shall be in writing to the Department Head, Human Resources Representative or delegate. Such leave need not be taken in consecutive weekly periods. It is understood that, on completion of this leave, the Employee shall return to the same

position and salary level she occupied prior to taking such leave. Upon request, such leave may be taken consecutively with annual vacation.

#### 39.11 Union Leave

On the request of the Local of the Union, and insofar as the regular operation of the Centre permits, Employees designated by the Local or the Union shall be granted leave of absence with pay for Union business – subject to the following provisions:

- a) i) Unless mutually agreed otherwise, no more than one Employee from each Centre shall be off on such leave at any one time, except where leave has been granted to another Employee in accordance with Article 39.11 (c) below.
- ii) The Union will reimburse the Employer for the cost of the salary and additional fifteen percent (15%) to provide for the costs of benefits.
- iii) The time limits for notice for such leave may be reduced by mutual agreement.

**The Union shall, where possible, request such leave four (4) weeks in advance.**

- b) i) The maximum time off for such leave shall be fifteen (15) working days for each Centre per calendar year excluding negotiations with the Employer, or longer period of time as may be mutually agreed.
- ii) The maximum time off for an Employee elected to the Union's Board of Directors or a committee of the Board shall be forty (40) working days, **or longer period of time as may be mutually agreed.**
- c) i) An Employee who is elected President of the Union's Board of Directors and/or one who is elected or selected for a full-time position with the Union or an organization with which the Union is affiliated shall, on the request of the Union, be granted up to two (2) years leave of absence without pay for the purpose of holding office. Such leave for a Union position shall be without loss of service credits for the purpose of calculation of benefits when the Employee returns and shall be with maintenance and accumulation of seniority.
- ii) It is understood that in respect to i) above, the Employer shall continue salary and benefits for the period of leave, if requested, provided that the Union will reimburse the Employer for the total recovery of payroll, benefits and related costs.
- iii) Such leave may be renewed on mutual agreement between the Employer and the Union. On completion of the leave, the Employee shall return to the same position and step in the salary scale she occupied prior to taking such leave. Upon resumption of duties, the Employee's anniversary increment date shall be adjusted in accordance with Article 39.04 a).

**39.12 Wedding Leave**

The Employer shall grant an Employee three (3) consecutive working days off with pay during the week immediately prior to her marriage or thereafter, subject to four (4) weeks written notice in advance. The leave may be added to any period of annual leave available, or may be taken separately at the Employee's option, in any case the said leave must be taken by no later than April 30<sup>th</sup> of the subsequent year.

**39.13 Terminal Care Leave**

In accordance with *The Labour Standards Act* as amended from time to time, the Employer shall provide unpaid Terminal Care Leave for an Employee to provide care or support to a gravely ill family member with a significant risk of death.

An Employee may apply for Leave of Absence in accordance with Article 39.01 upon expiry of his/her Terminal Care Leave.

**39.14 Leave for Elected Public Office**

- a) Leave to seek nomination as a Candidate:

An Employee shall be granted reasonable leave of absence without pay to seek nomination as a candidate for a municipal, provincial or federal election.

- b) Leave if Elected:

An Employee elected in a municipal, provincial or federal election shall be granted leave of absence without pay for a period as may be necessary to fulfill the duties of her office.

- c) Such leave under a) and b) above will be up to a maximum of four (4) years, unless otherwise agreed.

39.15 In the case of unpaid leave of absence of more than thirty (30) days duration, all benefit plans will be cancelled unless the Employee makes prior arrangements with the Employer for the full payment of premiums.

39.16 Subject to the Saskatchewan Labour Standards Act, Employees will not be entitled to statutory holiday with pay which may fall during any period of extended leave of absence without pay (thirty (30) days or more).

39.17 An Employee on return from any leave as identified in Article 39 will resume employment in the same position and under the same conditions that she occupied prior to granting of such leave.

**ARTICLE 40 - SICK LEAVE**

40.01 Sick leave means the periods of time an Employee is absent from work by virtue of being sick or disabled or because of an accident.

40.02 After one (1) month employment, each Employee shall be entitled to cumulative sick

leave credits computed from the date of commencement of employment and such credits shall be utilized to maintain the income of an Employee who is on sick leave.

An Other Than Full Time Employee shall have access to utilize accrued sick leave credits for any shifts scheduled in advance. An Other Than Full Time Employee who becomes unavailable for duty due to illness or injury for any time period in excess of the schedule as posted and confirmed shall have access to accrued sick leave credits based on the average number of paid hours in the previous fifty-two (52) weeks until such time as either her sick leave credits expire or she is available for work. In no case shall an Other Than Full Time Employee access less than her Letter of Appointment hours.

An Employee shall be required to reimburse the Employer for any sick leave paid to her in excess of what was earned if her employment is not continued beyond her probationary period.

40.03 The Employee must observe the following regulations to obtain the benefits available:

- a) Advise Department Head or **designated area, as soon as possible, preferably no less than one and one-half (1.5) hours prior to any scheduled shift, of sickness, accident or on the first day of disability unless there are valid reasons preventing the Employee from doing so. The Employer recognizes there may be extenuating circumstances.**
- b) The Employer may require an Employee to submit a certificate of proof of illness from a licensed medical practitioner.
- c) Report to the Employer before making any change in usual place of resident or address during disability.
- d) Report to the immediate Supervisor or designate upon resuming her duties.

40.04 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 that date, less any benefits that the Employee has received in the previous five (5) year period.

40.05 Based on continuous service, sick leave credits will accrue to each Employee as follows:

Length of Service	100% Salary	75% Salary	66 2/3% Salary
Less than 1 Year	5 days	5 days	
On the first calendar day after 3 months, continuous service has been Completed			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	

An Other than Full Time Employee shall earn sick leave credits on a pro rata basis in direct relation to her paid hours as compared with that of a full time Employee.

- 40.06 Where an Employee at time sick leave commences has, through earlier use of sick leave credits, less than fifteen (15) weeks of credit available, additional sick leave will be provided in order to bring the total period available to fifteen (15) weeks of sick leave at not less than 66 2/3% pay.
- 40.07 When an Employee returns to active employment following a period of sick leave, and has exhausted all sick leave, credits to a maximum of fifteen (15) weeks at 66 2/3% will be reinstated after the following intervals:
- a) one month after return to active employment in the case of a new disability; or,
  - b) three months after return to active employment in the case of a recurrence of the same disability.
- 40.08 Nothing in this plan shall be construed as providing in any instance anything less than the minimum benefit necessary to meet Employment Insurance (EI) requirements, nor shall it be construed other than as outlined above as providing benefits in excess of the EI basic requirements of a sick leave plan.
- 40.09 Upon termination of employment all sick leave credits shall be cancelled and no payment shall be due therefore.

- 40.10 An Employee shall have access to sick leave credits for illness which may arise during the pregnancy, up to the commencement of the maternity leave, or as such pregnancy may otherwise be terminated.
- 40.11 In the event of absence from work due to an injury compensable under the Workers' Compensation Act, an Employee shall receive from the Employer, the difference between amounts paid by the Workers' Compensation Board and the Employee's regular earnings, up to an amount equal to the sick leave benefits earned at the time the accident occurred.

Accumulated sick leave shall be reduced in proportion to the salary paid by the Employer. Employees off on sick leave and/or Workers' Compensation shall continue to earn fringe benefits (vacation, sick leave, salary increments, seniority etc.).

- 40.12 The Union will be prepared to be represented on a Review Committee which may be established to review the use of sick leave.
- 40.13 An Employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time may be granted time off with pay. Such time shall not exceed sixteen (16) working hours per year except in extenuating circumstances. A written request for this time off shall be submitted by the Employee to the Department Head at least two (2) weeks in advance, except in extenuating circumstances. On request Employees will be required to show proof of such care.

Where an Employee is unable to make necessary arrangements outside of work time for any ongoing treatment or medical investigation an Employee shall have access to sick leave credits.

- 40.14 In the event an Employee is on sick leave and such sick leave credits have expired, the Employee shall be placed on "sick leave without pay" for up to one (1) year commencing from the date of going on such leave. The Employer agrees to give one (1) month notice to the affected Employee and the Local when an Employee on sick leave without pay is to be reassessed by the Employer.
- 40.15 When an Employee is able to return to the work place on any type of a graduated return to work program, rehabilitation program or work hardening program the Employer, Local and the Employee shall, prior to the Employee returning to work, meet to identify the details surrounding the Employee's return to work.

40.16 **Duty to Accommodate**

The Employer and the Union acknowledge their duty to accommodate Employee(s) with disabilities. Where an Employee notifies the Employer she is able to return to work, verified by a physician's certificate, the Employer and Employee shall meet to identify the accommodations required for that Employee, prior to the Employee returning to work. A Local representative of the Union shall be present during discussions.

**ARTICLE 41 - DRUG AND ALCOHOL RELATED ILLNESSES**

- 41.01 The Employer and the Local agree to cooperate in encouraging Nurses afflicted with alcoholism or drug addiction to undergo a coordinated program directed to the objective

of their rehabilitation. If required, the provisions of Article 40 of the Collective Agreement shall apply.

## **ARTICLE 42 - EMPLOYEE BENEFIT PLANS**

42.01 The Employer shall continue to provide benefits for Employees by way of participation in the Canadian Blood Services Defined Benefit Pension Plan, Extended Health Care Plan (inclusive of but not limited to Hospital, Prescription Drugs, Major Medical, Vision & Dental Benefits), Basic Life Insurance, Long Term Disability Plan, and Accidental Death & Dismemberment subject to the eligibility required for membership and the rules and regulations of the said plans, and on the same cost sharing basis, as is presently being enjoyed by them:

- a) Extended Health Care Plan – 100% Employer paid.
- b) Dental Plan – 66 2/3% Employer paid and 33 1/3 % Employee paid.
- c) Basic Life Insurance – 100% Employee paid.
- d) Basic Accidental Death and Dismemberment Insurance – 100% Employer paid.
- e) Long Term Disability Plan – 66 2/3% Employer paid and 33 1/3% Employee paid.

### **42.02 Dental Plan**

All Employees must join the Dental Plan the month following the completion of their probationary period. Employees may opt out of this Plan only if his/her spouse has equal or better coverage through his/her Employer.

### **42.03 Extended Health Care and Vision Plan**

The Employer shall provide to their Employee(s) the Extended Health Care and Vision Plan the month following the completion of their probationary period.

### **42.04 Plan Coverage and Substitution of Carrier**

- a) Details of the Extended Health Care Plan and the Dental Plan are as outlined in the Employee Benefits Handbook as distributed by the Employer from time to time.
- b) Provided that the benefits of either the Extended Health Care and Vision Plan or the Dental Plan are not reduced, the Employer may at any time substitute another carrier or other carriers, as the case may be, to underwrite such plans. The benefits provided shall be no less than those specified in plan documents filed with the Saskatchewan Union of Nurses as at the date of signing of this Collective Agreement.

42.05 Employees on other than full-time status shall be eligible to participate in the Employee benefit plans as outlined in Article 42 subject to the eligibility requirements for membership and the rules and regulations of said plans.

42.06 It is understood that only full-time Employees and regular part-time Employees who are hired to work eighteen point seven five (18.75) or more hours a week are eligible to fully participate in the aforementioned plans.

In addition, OTFT Employees who work an average of eighteen point seven five (18.75) hours a week will be eligible to fully participate in the above benefits.

Continuing eligibility will be determined by the review of hours worked in January and July of each subsequent year beginning July 1, 2007.

The results of the above reviews shall be forwarded to the Local(s) of the Union within thirty (30) days of completion of the review.

#### 42.07 **Pension Plan**

Employees in the bargaining unit shall participate in accordance with the eligibility provisions of the CBS Defined Benefit Pension (the "Plan"). The rate at which the Employees shall contribute to the Plan shall be as established from time to time in accordance with the terms of the Plan. The rate at which the Employer shall contribute to the Plan is limited to the fixed amount established from time to time in accordance with the terms of the Plan. The parties agree that the Plan is a defined benefit pension plan to which section 14(3) of the Pension Benefits Act, R.S.O. 1990 c. P.8 and section 6(1) of Regulation 909 under the Pension Benefits Act, supra apply. For purposes of clarity the contribution rate of both Employees and the Employer are described at Schedule "B" hereto.

The Employer shall provide each Employee with an annual personal statement of account summarizing Employee contributions, pension entitlement, and any other information as may be required by legislation.

The Employer shall distribute to all Employees, brochures and other relevant material outlining the above plan.

42.08 The Employer will provide a Business Accident Travel Plan for all Employees. Each Employee shall be given relevant material outlined in the plan.

### **ARTICLE 43 - PORTABILITY OF BENEFITS**

- 43.01 a) Any Employee who relocates within the bargaining unit, pursuant to the terms of this Agreement, shall maintain her seniority, unused sick leave credits, family/pressing necessity leave credits, vacation credits subject to Article 19, most recent vacation accrual rate, salary step, increment date, and eligibility for Employee benefit plans and pension plan as if she worked at a single location. When appropriate, determination of salary shall be in accordance with Article 26. Employees eligible for long service leave shall retain that benefit.
- b) Any Employee who terminates from all positions in the bargaining unit and who commences employment within six (6) months within the bargaining unit shall retain her seniority, unused sick leave credits family/pressing necessity leave credits, most recent vacation accrual rate, and salary step. When appropriate, determination of salary shall be in accordance with Article 26.

An Employee re-employed within six (6) months shall have a new increment date established to coincide with the first day of work.

## **ARTICLE 44 - OCCUPATIONAL HEALTH AND SAFETY**

- 44.01 The Employer and the Union endorse the principle of worker occupational health and safety and shall continue in enhancing safety. The existing Occupational Health and Safety Committee shall continue in accordance with the Occupational Health and Safety Act, as amended from time to time.
- 44.02 In addition Canadian Blood Services will implement Corporate Health and Safety Policies and Procedures Manual, as amended from time to time, with appropriate training in application to Managers and Employees.
- 44.03 Any time lost as a result of immunization, or illness arising from same, shall not result in loss of pay or reduction of the Employee's sick leave credits.
- 44.04 The Employer shall ensure that the "Universal Precautions" are complied with at all times. Any clothing, laundering, or equipment necessary for compliance shall be provided and paid for by the Employer.
- 44.05 The Employer shall make reasonable provisions for the safety and health of Employees during their hours of employment. It is mutually agreed that both the Employer and the Union shall co-operate to the fullest extent possible toward the prevention of accidents and in reasonable promotion of safety and health.
- 44.06 The Employer will endeavor to provide Wellness opportunities in accordance with CBS - OH&S initiatives.
- 44.07 The Employer shall provide the Employees with contact information for mobiles in advance of the mobile taking place. This information shall include but not be limited, to a telephone number and the name, address and telephone number of the hotel in which the Employee will be staying.

## **ARTICLE 45 - LICENSE TO PRACTICE**

- 45.01 The Employer shall pay license to practice fees for all Employees covered by this Agreement.

The Employee shall submit her completed registration form to the Employer by October 1<sup>st</sup> of each year. The Employer shall then submit the completed registration form by November 1<sup>st</sup> to the SRNA along with the payment for the fees identified above. Should an Employee miss the deadline for this process the Employee shall be responsible for the submission of the form along with the payment to the SRNA. The Employee shall subsequently submit her receipt to the Employer for reimbursement of the fees.

If an Employee terminates prior to December 1<sup>st</sup> the Employer may recover any monies paid, for that registration year only, on behalf of such Employee. The Employer will provide written documentation to the Employee for all such recovered monies.

## **ARTICLE 46 - TERMS OF AGREEMENT**

- 46.01 This agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after April 1, **2008** up to and including March 31, **2012**, and from year to year thereafter, unless notification **or** desire to amend or terminate be given in writing.
- 46.02 Either party may not less than thirty (30) days nor more than sixty (60) days before the expiry date hereof, give notice in writing to the other party to terminate this Agreement or revision thereof.
- 46.03 Notwithstanding the above, this Contract shall be deemed to remain in effect beyond the termination date dated in the foregoing during such periods of negotiations as are required to conclude a new Agreement.
- 46.04 Retroactivity:
- a) All changes in this Agreement shall take effect on the date of ratification, unless otherwise indicated herein or in the Memorandum of Agreement.  
  
Salary rate shall take effect **April 1, 2008** as set out in Schedule "A" of this Agreement.
  - b) Those Employees who have terminated employment or were laid off or retired between **April 1, 2008** and the settlement date of this Agreement must apply no later than sixty (60) calendar days after the signing of this Agreement to the Centre Human Resources Representative for salary retroactivity.
  - c) New provisions(s) shall, unless otherwise specified in this Agreement, become effective on the date of ratification.

## **ARTICLE 47 - SALARY AND INCREMENTS**

- 47.01 The salary scale for Employees shall be set out hereinafter in Schedule "A".
- 47.02 Salaries shall be paid bi-weekly as has been the custom of the Employer and may be changed by mutual agreement between the Employer and the Union.
- 47.03 Current deductions shall be made as required by Federal and Provincial Legislation and no other deductions may be made without written consent of the Employee concerned except as otherwise provided for in this Agreement.
- 47.04 Employees shall be eligible for increments as specified in Schedule "A".

**SCHEDULE "A" - HOURLY RATES OF PAY**

**Nurse A - Staff Nurse  
Platelet Nurse  
Donor Information Nurse**

**Nurse B - Charge Nurse, Trainer**

<b>April 1, 2008 (5% increase and 5% market adjustment)</b>											
Nurse	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6	LS
A	29.59	30.98	31.70	32.42	33.19	33.95	35.11	36.26	37.33	38.40	39.17
B	32.25	33.76	34.55	35.34	36.17	37.00	38.26	39.51	39.87	40.22	41.02
<b>April 1, 2009 (5% increase from April 1, 2008)</b>											
Nurse	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6	LS
A	31.07	32.53	33.29	34.04	34.85	35.65	36.86	38.07	39.20	40.32	41.13
B	33.86	35.45	36.28	37.11	37.98	38.85	40.17	41.49	41.86	42.23	43.07
<b>April 1, 2010 (5% increase from April 1, 2009)</b>											
Nurse	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6	LS
A	32.62	34.16	34.95	35.74	36.59	37.43	38.70	39.97	41.16	42.34	43.19
B	35.55	37.22	38.10	38.97	39.88	40.79	42.18	43.56	43.95	44.34	45.22
<b>April 1, 2011 (5% increase from April 1, 2010)</b>											
Nurse	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6	LS
A	34.25	35.87	36.70	37.53	38.42	39.30	40.64	41.97	43.22	44.46	45.35
B	37.33	39.08	40.00	40.92	41.88	42.83	44.29	45.74	46.15	46.56	47.48

SALARY SCHEDULES ADJUSTMENTS:

**PROGRESSION ALONG  
SCHEDULE "A" RATES OF PAY**

Full-time Employees shall progress from full-step to full-step on the anniversary date of employment.

Employees on other than full-time status shall be eligible for increments as follows:

a) Employees on Step 1 of the scale in accordance with **Article 30.01 b)**, shall after one thousand nine hundred and fifty (1950) regular hours worked, or twelve (12) months, whichever is later, be eligible to move to Step 2 and thereafter, shall be eligible for increments in accordance with the following:

i) Employees on Step 2 or higher of the salary scale on completion of nine hundred and seventy five (975) hours worked or one (1) year, whichever occurs later, shall receive one-half (1/2) of the increment to the next step. On completion of a further nine hundred and seventy five (975) regular hours (i.e. a total of one thousand nine hundred and fifty (1950) hours) the Employee shall receive the full Step rate.

Employees placed at a one-half (1/2) step upon hire, as per **Article 30.01**, the Employee shall receive the Full Step upon completion of nine hundred and seventy five (975) hours with Canadian Blood Services.

ii) Thereafter, advancement through further Steps of the scale shall be in accordance with the procedure outlined in i) above.

**Long Service Recognition**

**Commencing April 1, 2008, 2% will be added to the basic rate of pay for each Employee that has completed twenty (20) years of employment in the bargaining unit for so long as she remains employed in the bargaining unit.**

**Service Recognition**

**The Employer recognizes the contribution of Employees. Employees on staff January 1, 2011 shall receive a service recognition payment as follows:**

**Second pay period following January 1, 2011                      \$1750**

**Employees on staff January 1, 2012 shall receive a service recognition payment as follows:**

**Second pay following January 1, 2012                                      \$1750**

**These payments shall be pro-rated based on paid hours, excluding overtime, in the previous calendar year.**

**SCHEDULE "B" - CBS DEFINED BENEFITS PLAN**

**SAMPLE CONTRIBUTION SCHEDULE**

Total Annual Cost	Member's Contribution Rate	Employer Contribution Rate
14.00%	6.00%	8.00%
13.00%	5.50%	7.50%
12.00%	5.00%	7.00%
11.75%	4.88%	6.88%
11.50%	4.75%	6.75%
11.25%	4.75%	6.50%
11.00%	4.75%	6.25%
10.75%	4.75%	6.00%
10.50%	4.75%	5.75%
10.25%	4.75%	5.50%
10.00%	4.75%	5.25%
9.75%	4.75%	5.00%
9.50%	4.75%	4.75%
9.00%	4.50%	4.50%
8.00%	4.00%	4.00%
7.00%	3.50%	3.50%

Notes:

- 1) Above contribution rates are prior to utilization of any surplus to reduce contributions.
- 2) Should total annual cost be set at a level greater than 14%, member and Employer contribution rates will be such that the Employer contribution rate is 2% greater than the members' contribution rate.
- 3) Should total annual cost be set at a level lower than 7%, member and Employer contribution rates will be such that the Employer contribution rate is equal to the members' contribution rate.
- 4) Members' contribution rate and Employer contribution rate should be interpolated from the above table where the total annual cost falls between amounts shown.

**SUN – CBS PRO FORMA LETTER OF APPOINTMENT**

NAME \_\_\_\_\_

CLINIC AREA (Regina or Saskatoon) \_\_\_\_\_

1. \_\_\_\_\_ Other Than Full Time - Regular Part Time

Your hours of work consist of \_\_\_\_\_ hours biweekly averaged over a twelve (12) week period.

2. \_\_\_\_\_ Other Than Full Time - Temporary

This is a temporary position of \_\_\_\_\_ weeks duration. Your hours of work consist of \_\_\_\_\_ hours biweekly averaged over a twelve (12) week period.

I will/will not be willing to accept additional work on a casual call-in basis.

3. \_\_\_\_\_ Other Than Full Time - Casual

This work is on an occasional or intermittent basis only.

Employer (name and title) - \_\_\_\_\_

Employee \_\_\_\_\_

Date \_\_\_\_\_

Distribution:

1. Employee
2. Employer
3. Local

**LETTER OF UNDERSTANDING #1 - RE: PHLEBOTOMISTS**

The Employer agrees that no bargaining unit Employee shall be laid off or have her regular hours of work reduced as a result of the introduction of Phlebotomists.

**LETTER OF UNDERSTANDING #2 - RE: DONOR INFORMATION NURSE**

**The parties agree to meet and review the Donor Information Nurse to determine if it is appropriately placed on Schedule "A". If the Parties are unable to agree on the appropriate placement on Schedule "A", the matter may be referred to Arbitration in accordance with Article 22 of the Collective Agreement.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009

All of the Letters of Understanding,

Signed on behalf of:  
Canadian Blood Services

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed on behalf of:  
Saskatchewan Union of Nurses

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**between**

**CANADIAN BLOOD SERVICES (THE EMPLOYER)**

**and**

**SASKATCHEWAN UNION OF NURSES (THE UNION)**

**Re: Future Staffing Model of Care Changes – Multi-Skilled Workers**

**Canadian Blood Services will be, over the next several years, moving toward a future staffing model of care where various clinic-related duties, including donor eligibility screening and phlebotomy, will be performed by a job classification which will not require a nursing designation.**

**Now, therefore, the parties agree as follows;**

- 1) No regular bargaining unit Employee shall be laid off or have her regular hours of work reduced as a result of the implementation of the future staffing model. Regular hours of work for a full time Employee shall be defined as seventy-five (75) hours bi-weekly. Regular hours of work for a part time Employee shall be as specified in her Letter of Appointment.**
  
- 2) The Employer and the Union agree to meet and discuss the following (but not limited to):**
  - i) Possible supports and services to address retention issues and minimize the impact of the transition to the new staffing model on bargaining unit members,**
  - ii) To minimize any disruption to the ongoing operation of clinics, and**
  - iii) Implementation of the Nurse Consultant and Clinic Supervisor positions.**

**MEMORANDUM OF UNDERSTANDING**

between

***CANADIAN BLOOD SERVICES  
REGINA AND SASKATOON, SASKATCHEWAN***

(hereafter referred to as “the Employer”)

and

***SASKATCHEWAN UNION OF NURSES***  
(hereafter referred to as “the Union”)

**Re: Canadian Blood Services Universal Benefits Plan**

**WITHOUT PREJUDICE OR PRECEDENT**

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

- #1 **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.
- #2 **The** Universal Benefits Plan, as described in the attached plan summary, shall replace the benefit entitlements as described in the Article 39 - Employee Benefits Plan of the Collective Agreement.
- #3 The levels of coverage of the Universal Benefits Plan shall not be reduced from those levels in effect as of the date of signing of this Memorandum of Understanding.
- #4 The Employer shall make any future enhancements to the Universal Benefits Plan at its sole discretion.
- #5 If the Union no longer wishes to participate in the Universal Benefits Plan, it may indicate its intention to withdraw from the Plan concurrent with its notice to bargain as outlined in Article 44.01 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 Parties” shall mean the Employer and the Union.

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

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

“Collective Agreement” shall mean the Collective Agreement between Canadian Blood Services, Regina and Saskatoon, Saskatchewan and the Saskatchewan Union of Nurses.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2009**.

*Canadian Blood Services  
Universal Benefits Plan*

Plan Feature	
<b>Retirement Division</b>	<ul style="list-style-type: none"> <li>▪ as per the current retirement division</li> </ul>
Major Medical	
<b>Premium Cost Sharing</b>	<ul style="list-style-type: none"> <li>▪ as per the Collective Agreement</li> </ul>
<b>Waiting Period</b>	<ul style="list-style-type: none"> <li>▪ full-time: 1st of the month following date of hire</li> <li>▪ part-time: as per the Collective Agreement</li> </ul>
<b>Participation Basis</b>	<ul style="list-style-type: none"> <li>▪ employee coverage: compulsory (except for opting out provisions as set out in the benefits contract)</li> <li>▪ dependent coverage: not compulsory</li> </ul>
<b>Required Number of Hours</b>	<ul style="list-style-type: none"> <li>▪ as per the Collective Agreement</li> </ul>
<b>Deductible</b>	<ul style="list-style-type: none"> <li>▪ \$15 single/\$25 family deductible for drug expenses</li> <li>▪ nil for all other expenses</li> </ul>
<b>Combined Maximum</b>	<ul style="list-style-type: none"> <li>▪ unlimited</li> </ul>
<b>Coinsurance</b>	<ul style="list-style-type: none"> <li>▪ 100%</li> <li>▪ 100%</li> <li>▪ 100%</li> <li>▪ 80% professional and paramedical services</li> <li>▪ 100% for all other expenses</li> </ul>
<ul style="list-style-type: none"> <li>▪ <b>Drugs</b></li> <li>▪ <b>Hospital</b></li> <li>▪ <b>Vision</b></li> <li>▪ <b>Other Eligible Expenses</b></li> </ul>	<ul style="list-style-type: none"> <li>▪ 100%</li> <li>▪ 100%</li> <li>▪ 100%</li> <li>▪ 80% professional and paramedical services</li> <li>▪ 100% for all other expenses</li> </ul>
<ul style="list-style-type: none"> <li>▪ <b>Drug Features</b></li> </ul>	<ul style="list-style-type: none"> <li>▪ drugs available only by prescription (plus certain life-sustaining drugs that do not legally require a prescription)</li> <li>▪ pay direct drug card</li> <li>▪ includes claims management features such as, dynamic maintenance, generic drug substitution, and reasonable and customary pharmacy mark-up and dispensing fee maximums by province</li> </ul>
<ul style="list-style-type: none"> <li>▪ <b>Hospital Room</b></li> </ul>	<ul style="list-style-type: none"> <li>▪ private</li> </ul>
<ul style="list-style-type: none"> <li>▪ <b>Nursing Care</b></li> </ul>	<ul style="list-style-type: none"> <li>▪ max \$25,000 per person every 3 years</li> </ul>
<ul style="list-style-type: none"> <li>▪ <b>Paramedical</b> <ul style="list-style-type: none"> <li>– Psychologist</li> <li>– Chiropractor</li> <li>– Osteopath</li> <li>– Naturopath</li> <li>– Podiatrist</li> <li>– Speech Therapist</li> <li>– Massage Therapist</li> <li>– Acupuncture (performed by physician)</li> <li>– Physio-therapist</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ max of \$500 per person per year</li> <li>▪ max of \$500 per person per year</li> <li>▪ max of \$500 per person per year*</li> <li>▪ max of \$500 per person per year*</li> <li>▪ max of \$500 per person per year</li> <li>▪ max of \$500 per person per year</li> <li>▪ n/a</li> <li>▪ max of \$500 per person per year</li> </ul>
<ul style="list-style-type: none"> <li>▪ <b>Vision Care</b></li> </ul>	<ul style="list-style-type: none"> <li>▪ max of \$250 per person in any 24 consecutive months (frames, lenses, laser)</li> <li>▪ one eye exam every 2 calendar years (reasonable and customary costs)</li> </ul>
<ul style="list-style-type: none"> <li>▪ <b>Hearing Aids</b></li> </ul>	<ul style="list-style-type: none"> <li>▪ max of \$300 per person in any 5 consecutive calendar years</li> </ul>
<ul style="list-style-type: none"> <li>▪ <b>Other</b></li> </ul>	<ul style="list-style-type: none"> <li>▪ nursing home accommodation – max \$20 a day</li> </ul>

<b>Plan Feature</b>	
	<ul style="list-style-type: none"> <li>▪ ambulance services to and from the nearest appropriate medical care</li> <li>▪ medical supplies and services to specified maximums</li> <li>▪ accidental dental treatment within 6 months of the accident</li> <li>▪ extra care (wigs or hairpieces up to \$500 lifetime per person)</li> </ul>
▪ <b>Emergency Out-of-Country</b>	<ul style="list-style-type: none"> <li>▪ emergency medical services</li> <li>▪ referral treatment</li> <li>▪ max of \$1 million lifetime per person</li> </ul>
▪ <b>Travel Assistance</b>	<ul style="list-style-type: none"> <li>▪ ManuAssist plan</li> </ul>
<b>* Less any amount paid by the government plan</b>	
<b>Dental</b>	
<b>Premium Cost Sharing</b>	<ul style="list-style-type: none"> <li>▪ as per the Collective Agreement</li> </ul>
<b>Waiting Period</b>	<ul style="list-style-type: none"> <li>▪ same as Major Medical</li> </ul>
<b>Participation Basis</b>	<ul style="list-style-type: none"> <li>▪ same as Major Medical</li> </ul>
<b>Required Number of Hours</b>	<ul style="list-style-type: none"> <li>▪ same as Major Medical</li> </ul>
<b>Dental Fee Guide</b>	<ul style="list-style-type: none"> <li>▪ current in province of residence</li> </ul>
<b>Deductibles</b>	
<b>Single</b>	<ul style="list-style-type: none"> <li>▪ nil</li> </ul>
<b>Family</b>	<ul style="list-style-type: none"> <li>▪ nil</li> </ul>
<b>Coinsurance</b>	
▪ <b>Part I Preventive</b>	<ul style="list-style-type: none"> <li>▪ 100%</li> </ul>
▪ <b>Minor Restorative</b>	<ul style="list-style-type: none"> <li>▪ 100%</li> </ul>
▪ <b>Part II Major Restorative</b>	<ul style="list-style-type: none"> <li>▪ 50%</li> </ul>
▪ <b>Part III Orthodontic</b>	<ul style="list-style-type: none"> <li>▪ 50%</li> </ul>
<b>Orthodontic Dependent Children Age Basis</b>	<ul style="list-style-type: none"> <li>▪ under 19 years old</li> </ul>
<b>Benefit Maximum</b>	<ul style="list-style-type: none"> <li>▪ Part I – unlimited</li> <li>▪ Part II - \$1,500/year</li> <li>▪ Part III - \$2,500 lifetime</li> </ul>
<b>Recall Exam</b>	<ul style="list-style-type: none"> <li>▪ 6 months</li> </ul>
<b>X-Rays</b>	<ul style="list-style-type: none"> <li>▪ bitewing – once every 6 months</li> <li>▪ full mouth – once every 24 months</li> </ul>
<b>Long Term Disability</b>	
<b>Premium Cost Sharing</b>	<ul style="list-style-type: none"> <li>▪ as per the Collective Agreement</li> </ul>
<b>Waiting Period</b>	<ul style="list-style-type: none"> <li>▪ same as Major Medical</li> </ul>
<b>Participation Basis</b>	<ul style="list-style-type: none"> <li>▪ employee coverage: compulsory</li> <li>▪ dependent coverage: not applicable</li> </ul>
<b>Required Number of Hours</b>	<ul style="list-style-type: none"> <li>▪ same as Major Medical</li> </ul>
<b>Benefit Formula</b>	<ul style="list-style-type: none"> <li>▪ less than 4 years of service: 66 2/3% of pre-disability earnings</li> <li>▪ 4 years of service or more: 75% of pre-disability earnings</li> </ul>
<b>Maximum Benefit</b>	<ul style="list-style-type: none"> <li>▪ \$12,000 a month</li> </ul>
<b>Qualifying Period</b>	<ul style="list-style-type: none"> <li>▪ 15 weeks or expiration of sick leave credits whichever is greater</li> </ul>
<b>All Source Maximum</b>	<ul style="list-style-type: none"> <li>▪ 80% of gross pre-disability earnings</li> </ul>

<b>Plan Feature</b>	
<b>Definition of Disability</b>	▪ 2 years own occupation
<b>Indexation of Benefits</b>	▪ no
<b>Pre-existing Condition Clause</b>	▪ yes
<b>Basic Life Insurance</b>	
<b>Premium Cost Sharing</b>	▪ as per the Collective Agreement
<b>Waiting Period</b>	▪ same as Major Medical
<b>Participation Basis</b>	▪ employee coverage: compulsory ▪ dependent coverage: not applicable
<b>Required Number of Hours</b>	▪ same as Major Medical
<b>Benefit Formula</b>	▪ 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
<b>Reduction Formula</b>	▪ employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
<b>Maximum Benefit</b>	▪ without evidence: \$600,000 ▪ with evidence: \$1,000,000 ▪ combined maximums with Optional Life
<b>Optional Life Insurance</b>	
<b>Premium Cost Sharing</b>	▪ as per the Collective Agreement
<b>Waiting Period</b>	▪ same as Major Medical
<b>Participation Basis</b>	▪ employee coverage: not compulsory ▪ dependent coverage: not applicable
<b>Required Number of Hours</b>	▪ same as Major Medical
<b>Benefit Formula</b>	▪ 1x or 2x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
<b>Maximum Benefit</b>	▪ without evidence: \$600,000 ▪ with evidence: \$1,000,000 ▪ combined maximums with Basic Life
<b>Dependent Life</b>	
<b>Premium Cost Sharing</b>	▪ as per the Collective Agreement
<b>Waiting Period</b>	▪ same as Major Medical
<b>Participation Basis</b>	▪ employee coverage: not applicable ▪ dependent coverage: not compulsory
<b>Required Number of Hours</b>	▪ same as Major Medical
<b>Benefit Formula</b>	▪ Spouse ▪ Each Child
	▪ \$5,000 ▪ \$2,000
<b>Basic Accidental Death &amp; Dismemberment (AD&amp;D)</b>	
<b>Premium Cost Sharing</b>	▪ as per the Collective Agreement
<b>Waiting Period</b>	▪ same as Major Medical
<b>Participation Basis</b>	▪ employee coverage: compulsory ▪ dependent coverage: not applicable
<b>Required Number of Hours</b>	▪ same as Major Medical

<b>Plan Feature</b>	
<b>Benefit Formula</b>	<ul style="list-style-type: none"> <li>▪ 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000</li> </ul>
<b>Reduction Formula</b>	<ul style="list-style-type: none"> <li>▪ employee at age 65: coverage immediately reduces at age 65 &amp; on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> <li>85% at age 65</li> <li>70% at age 66</li> <li>55% at age 67</li> <li>40% at age 68</li> <li>25% at age 69</li> </ul> </li> </ul>
<b>Voluntary AD&amp;D</b>	
<b>Premium Cost Sharing</b>	<ul style="list-style-type: none"> <li>▪ as per the Collective Agreement</li> </ul>
<b>Waiting Period</b>	<ul style="list-style-type: none"> <li>▪ same as Major Medical</li> </ul>
<b>Participation Basis</b>	<ul style="list-style-type: none"> <li>▪ employee coverage: not compulsory</li> <li>▪ dependent coverage: not compulsory</li> </ul>
<b>Required Number of Hours</b>	<ul style="list-style-type: none"> <li>▪ same as Major Medical</li> </ul>
<b>Benefit Formula</b> <ul style="list-style-type: none"> <li>▪ Personal Coverage</li> <li>▪ Family Coverage</li> </ul>	<ul style="list-style-type: none"> <li>▪ units of \$10,000 to maximum of \$500,000</li> <li>▪ spouse, no children: 50% of employee coverage</li> <li>▪ spouse and children: 40% of employee coverage for spouse &amp; 10% for each child</li> <li>▪ children only: 15% of employee coverage for each child</li> </ul>

Effective June 1, 2008

THE PARTIES HERE TO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

SIGNED ON BEHALF OF THE CANADIAN BLOOD SERVICES AND THE  
SASKATCHEWAN UNION OF NURSES ON BEHALF OF ITS MEMBERS.

Signed on behalf of:  
Canadian Blood Services

Signed on behalf of:  
Saskatchewan Union of Nurses

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