

COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN BLOOD
SERVICES**

AND

**HEALTH SCIENCES
ASSOCIATION OF
SASKATCHEWAN**

MARCH 1, 2017 TO MARCH 31, 2022



**Canadian
Blood
Services**

BLOOD
PLASMA
STEM CELLS
ORGANS
& TISSUES



**Health Sciences
Association of
Saskatchewan**

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CANADIAN BLOOD SERVICES, REGINA

AND

HEALTH SCIENCES ASSOCIATION OF SASKATCHEWAN

FOR THE PERIOD:

March 1, 2017 to March 31, 2022

TABLE OF CONTENTS

PREAMBLE.....	4
ARTICLE 1 - DEFINITIONS.....	4
ARTICLE 2 - RECOGNITION	4
ARTICLE 3 - UNION SECURITY AND DUES CHECK OFF	5
ARTICLE 4 - MANAGEMENT RIGHTS.....	5
ARTICLE 5 - NO DISCRIMINATION	6
ARTICLE 6 - RESPECT IN THE WORKPLACE	6
ARTICLE 7 - HOURS OF WORK	7
ARTICLE 8 - WORK SCHEDULES	8
ARTICLE 9 - OVERTIME	9
ARTICLE 10 - ON-CALL DUTY AND CALL BACKS	10
ARTICLE 11 - PROBATIONARY & TRIAL PERIOD	12
ARTICLE 12 - SENIORITY	13
ARTICLE 13 - PROMOTIONS, DEMOTIONS, TRANSFERS AND VACANCIES	14
ARTICLE 14 - VACATIONS WITH PAY	16
ARTICLE 15 - PAID HOLIDAYS	19
ARTICLE 16 - WORKER'S COMPENSATION	20
ARTICLE 17 - PENSION PLAN	20
ARTICLE 18 - SICK LEAVE	21
ARTICLE 19 - BENEFIT PLAN.....	23
ARTICLE 20 - LEAVES OF ABSENCE	25
ARTICLE 21 - IN-SERVICES.....	32
ARTICLE 22 - BULLETIN BOARD SPACE	32
ARTICLE 23 - RESIGNATION/TERMINATION	32
ARTICLE 24 - LAYOFF, DISPLACEMENT, AND RECALL	32
ARTICLE 25 - NO STRIKE OR LOCKOUT	38
ARTICLE 26 - SALARIES	38
ARTICLE 27 - SHIFT AND WEEKEND DIFFERENTIAL	39
ARTICLE 28 - RECOGNITION OF PREVIOUS EXPERIENCE	39
ARTICLE 29 - ACTING ASSIGNMENTS	40
ARTICLE 30 - PROTECTIVE CLOTHING.....	40
ARTICLE 31 - HEALTH AND SAFETY.....	40

ARTICLE 32 - WORKLOAD	41
ARTICLE 33 - LABOUR MANAGEMENT COMMITTEE	41
ARTICLE 34 - PAYMENT OF WAGES	42
ARTICLE 35 - MEAL ALLOWANCE.....	42
ARTICLE 36 - GRIEVANCE PROCEDURE.....	42
ARTICLE 37 - ARBITRATION	44
ARTICLE 38 - MEDIATION	45
ARTICLE 39 - EVALUATIONS AND PERSONNEL FILES.....	45
ARTICLE 40 - COPIES OF THE COLLECTIVE AGREEMENT.....	46
ARTICLE 41 - TECHNOLOGICAL CHANGE	46
ARTICLE 42 - NEW CLASSIFICATIONS.....	46
ARTICLE 43 - DISCIPLINE AND DISCHARGE	47
ARTICLE 44 - TRAVEL/ TRANSPORTATION	48
ARTICLE 45 - JOB DESCRIPTIONS	48
ARTICLE 46 - TRAINING ASSIGNMENT.....	48
ARTICLE 47 - PROFESSIONAL FEES.....	49
ARTICLE 48 - TERM OF COLLECTIVE AGREEMENT	49
APPENDIX "A" - WAGES/ WAGE SCHEDULE	50
MEMORANDUM OF UNDERSTANDING RE: CANADIAN BLOOD SERVICES UNIVERSAL BENEFITS PLAN .	51
MEMORANDUM OF UNDERSTANDING RE: JOB SHARING	58
MEMORANDUM OF UNDERSTANDING RE: SEVERANCE PROVISIONS.....	59
MEMORANDUM OF UNDERSTANDING RE: COMPRESSED WORKWEEK.....	60
LETTER OF UNDERSTANDING RE: PRE-AUTHORIZED PAYMENT FOR PENSION AND BENEFITS	62
LETTER OF UNDERSTANDING RE: LEAVES OF ABSENCE AS PROVIDED IN THE SASKATCHEWAN EMPLOYMENT ACT	63

PREAMBLE

The Health Sciences Association of Saskatchewan and Canadian Blood Services acknowledge that it is their aim to encourage harmonious relations, maintain the morale, well-being and security of the Employees and provide an efficient and effective service to clients.

The Employer and the Association recognize the mutual value of negotiations and joint discussions on all matters pertaining to working conditions, hours of work, rates of pay, prompt and equitable settlement of differences and any other issues involving the working lives of the Employees, and hereby enter into, establish and agree to the following terms:

ARTICLE 1 - DEFINITIONS

- (a) "Association shall mean the Health Sciences Association of Saskatchewan.
- (b) "Casual Employee" - means an Employee who is hired to work on an intermittent or occasional basis, as required.
- (c) "Employee" - means a member of the bargaining unit.
- (d) "Employer" - means Canadian Blood Services and its successors.
- (e) "Regular Full Time Employee"- means an Employee who is employed for an indefinite period on an ongoing basis to work the full-time hours set out in Article 7.
- (f) "Regular Part Time Employee"- means an Employee who is employed for an indefinite period on an ongoing basis to work less than the full-time hours set out in Article 7.
- (g) "Temporary Employee"- means an Employee who has been hired to work on a full time or part time basis for a specified period of time up to a maximum period of twenty (20) months unless mutually agreed otherwise.
- (h) "Union" - means the Health Sciences Association of Saskatchewan.
- (i) **The gender-neutral pronouns "their", "them", "they" used herein shall mean and include all persons, and the singular shall include the plural and vice versa as applicable.**
- (j) "Department" shall mean Diagnostic Services, Production, Equipment Services, and Resource Management.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Health Sciences Association of Saskatchewan as the sole bargaining agent for all Employees described in the Certification Order (File No. 030-08, July 11, 2008) issued

by the Saskatchewan Labour Relations Board.

- 2.02 No Employee shall be required or permitted to make any written or verbal agreement which would undermine or be in conflict with the terms of this Collective Agreement.
- 2.03 All correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Business Partner, People, Culture and Performance or designate of the Employer and the Association with copies to the Chair of the local unit and the HSAS Labour Relations Officer (HSAS union rep).
- 2.04 Association business shall as much as is reasonably possible not take place during an Employee's working hours and/or on Centre premises without permission by the Employer.
- 2.05 Any duly accredited Officer of the Association may be permitted on the Employer's premises for the purpose of transacting Association business provided such privilege does not interfere with the operations of the department concerned.
- 2.06 A representative of the Association shall have the right to make a presentation of up to thirty (30) minutes during working hours within one (1) month of all new employees' date of hire. The purpose of the presentation will be to discuss the structure and aims of the Association as well as the rights, responsibilities and benefits provided under the Collective Agreement.

ARTICLE 3 - UNION SECURITY AND DUES CHECK OFF

- 3.01 Every Employee, who is now a member of the Association or hereafter becomes a member, shall maintain membership in the Association as a condition of employment. Every newly hired employee shall within thirty (30) days after the commencement of employment apply for and maintain membership in the Association as a condition of employment.
- 3.02 The Employer shall deduct initiation fees, assessments, and monthly dues from the wages of each Employee covered by this agreement. Deductions shall be made no later than the last pay period each month and shall be remitted to the provincial HSAS office within three (3) weeks after the deductions have been made. When remitting dues, the employer shall provide to the Association the new employee names, home addresses and telephone numbers.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The parties agree that the operations of the Employer entail working methods, hours and processes which are particular to it.
- 4.02 The parties further agree that it is the exclusive function of the Employer, subject to the provisions of this Agreement, to manage and control its operations, and without limiting the generality of the foregoing, to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, transfer, promote, classify, demote, layoff, assign work, and suspend or discharge Employees for just cause, 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, schedule of activities, kinds and locations of machines and processes to be used and the scheduling and conducting of clinics and deliveries and the determination of their locations.

4.03 These management rights shall be exercised in a manner consistent with the provisions of this Agreement and that is fair and reasonable.

4.04 Transfer of Work

Where the Employer finds it becomes necessary to transfer any work or functions performed by any Employees covered by this Collective Agreement to outside of the bargaining unit, the provisions of Section 43- Technological Change of the Trade Union Act would apply.

4.05 Contracting Out

The Employer shall not contract out work currently performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any bargaining unit member occurs. A layoff being defined as per Article 24.01(a)(ii).

ARTICLE 5 - NO DISCRIMINATION

5.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of race, colour, creed, national origin, political or religious affiliation, gender, sexual orientation, marital status, age, physical disability, mental disability, nor by reason of membership or non-membership or lawful activity in the Association, nor in respect of an Employee's or Employer's exercising any right conferred under the Collective Agreement or any law of Canada or Saskatchewan.

ARTICLE 6 - RESPECT IN THE WORKPLACE

6.01 Every Employee has the right to be treated with respect and be free from harassment at the workplace.

6.02 An Employee who believes that they have been harassed has the right and may file a complaint under the Employer's Human Rights in the Workplace Policy.

ARTICLE 7 - HOURS OF WORK

7.01 Full-time

The regular hours of work for regular or temporary full-time Employees exclusive of an unpaid meal period, shall be:

- (a) normally, seven and one half (7 1/2) consecutive hours per day. Employees shall be paid for ten (10) days of work for each two weeks' pay period.
- (b) Alternate/modified hours of work arrangements may be implemented when mutually agreed in writing between the Employer and Association.
- (c) The Employee may have the option of "flex time" and the right to request it subject to management approval. The employee may request to adjust their hours of work (in particular start time and end of the workday) to accommodate their work - personal life balance. In doing so the employee will be mindful of the demands of the workplace, client requirements and program delivery. Any adjustments to the agreed to practice are subject to six (6) weeks' notice.

7.02 Part-time

- (a) Regular hours of work, exclusive of unpaid meal periods, for a regular or temporary part-time Employee shall be as scheduled by the Employer but shall normally be less than for a regular full-time Employee on a bi-weekly basis.
- (b) A regular or temporary part-time Employee may work additional shifts from time to time. Such shifts shall be at the basic rate of pay for all hours worked up to seven and one-half (7 1/2) hours per day.
- (c) Additional shifts will be distributed on a seniority basis.

7.03 The Employer will not schedule split shifts.

7.04 Meal Periods and Rest Periods

- (a) The employer shall provide:
 - (i) two (2) rest periods of fifteen (15) minutes each during each shift of seven and one-half (7 1/2) hours; and
 - (ii) one (1) rest period of fifteen (15) minutes during each shift of not less than three and three-quarters (3 3/4) hours (including call backs); and
- (b) The employer shall provide an unpaid meal period of at least thirty (30) minutes and not more than sixty (60) minutes in duration during each shift of at least seven and one half (7.5) hours.

7.05 Working During Meal and Rest Periods

When an Employee is required or is recalled to work during their rest or meal period, equivalent time off shall be provided later in the shift. If the missed time cannot be provided, the Employee shall be paid a premium at the rate of one-and one-half times (1.5x) their basic rate of pay for the missed time.

ARTICLE 8 - WORK SCHEDULES

8.01 Employees shall be aware that, in the course of their regular duties, they may be required to work various hours throughout the twenty-four (24) hour period of the day.

8.02 Shift Scheduling Standards

(a) Except in cases of emergency or by mutual agreement between the Employer and the Employee, shift schedules shall provide for:

(i) regular full time, temporary full time, regular part-time, and temporary part time shall be scheduled no fewer than four **(4)** rest days off in a two (2) week period. As often as possible, these rest days off will include either Saturday or Sunday and single days off will be avoided.

(ii) regular full-time and temporary full-time employees shall be scheduled one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;

(iii) at least twelve (12) consecutive hours off duty between the end of one shift and the commencement of the next shift.

(iv) When an Employee is required to work without being given twelve (12) hours off duty, they shall be entitled to two times (2x) their basic rate of pay for all hours encroached on the twelve (12) hour off duty period on that shift.

(v) not more than six (6) consecutive scheduled days of work.

(b) "Weekend" shall mean 0001 on Saturday through until 2400 on Sunday.

8.03 Subject to each individual's guaranteed hours, all shift types (i.e. weekend, day, evening, etc.) shall be assigned on an equitable basis unless otherwise mutually agreed by the Employees and the Employer, or in the event of an emergency or where unusual circumstances exist.

8.04 Employee Shift Exchange/Give Away

Employees may exchange or give away scheduled hours or work among themselves providing that:

(a) the exchange or the **giveaway** is agreed to, in writing, between the affected Employees and provided to the immediate supervisor five (5) calendar days, **or such shorter period as may be agreed upon, by the Employees and Employer** before the start of the shift in question;

- (b) prior approval of such exchange or give away has been given by the Employee's immediate supervisor.
- (c) there is no increased cost to the Employer as a result of the exchange or give away
- (d) such exchange or give away shall not be considered a violation of the scheduling provisions of Article 7 or 8.
- (e) Where an Employee exchanges or gives away time that results in their working/having less than their guaranteed hours of work they shall only be paid for those hours. worked (i.e. the Employer shall not be required to top up their hours or pay to the guaranteed amount to replace hours given away).

ARTICLE 9 - OVERTIME

- 9.01 All Employee(s) will be paid overtime for all hours worked in excess of the posted and confirmed schedule or seven point five (7.5) hours, whichever is greater.
- 9.02 The Employer shall schedule overtime hours on a seniority basis within the classification and department whenever possible, subject to qualifications and operational needs.
- 9.03 Overtime shall be paid at one and one-half (1½) times the basic rate of pay.
- 9.04 A full-time employee will be paid at two times (2X) their regular rate for hours worked on a scheduled day off.
- 9.05 A regular or temporary part time Employee who is assigned (i.e. mandated) by the Employer to work on their scheduled days off, without being given seven (7) calendar days of notice, shall receive one-and one-half times (1.5X) their basic rate of pay for all such hours worked. This article shall not apply when an employee has exchanged their shift or when an employee accepts an offer to work additional hours.
- 9.06 An Employee shall be entitled to a fifteen (15) minute rest period after completion of two (2) hours of overtime actually worked (excluding travel time).
 - (a) The Employer shall designate those individuals who may authorize overtime.
 - (b) Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable critical circumstances in which it is impossible to obtain prior authorization and which, if left unaddressed, would compromise the safety, quality, and integrity of the blood supply.
- 9.07 Compensating time off in lieu of pay for overtime worked by an Employee will be granted by the Employer at the appropriate overtime rate, upon request of the Employee. All banked overtime in excess of thirty-seven and one-half (37.5) hours will be automatically paid out. Employees who desire to receive time off in lieu of overtime payment must so notify the Employer no later than the Sunday of the week (Monday to Sunday) in which such overtime was worked.

- 9.08 Except in cases of emergency, no Employee shall be required or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports for work.
- 9.09 If an Employee is required to work overtime and does not receive a total of eight (8) hours off duty in the twenty-four (24) hour period beginning from the commencement of their shift, then the Employee will not be required to report for duty until the Employee has received a total of eight (8) hours off duty. In such circumstances, no deduction will be made on the Employees' pay and the Employee's normal shift hours will not be extended to have the Employee work a full shift. The Employee in the above situation will, where possible, advise their Supervisor in advance of the fact that they will not be reporting for duty at their scheduled time.

ARTICLE 10 - ON-CALL DUTY AND CALL BACKS

- 10.01 The term "on-call duty" shall be deemed to mean any period during which an Employee is not on regular duty, and during which the Employee must be reasonably available to respond without undue delay to any request to return to duty.
- 10.02 The Employer agrees to pay for each hour of On-Call Duty to which an Employee is assigned:
- (a) Three dollars fifteen cents (\$3.15) when such on-call duty falls on normal working days.
 - (b) Four dollars twenty-five cents (\$4.25) when such on-call duty falls on scheduled days off or paid holidays. A paid holiday or scheduled day off shall run from 0001 hours on the paid holiday or scheduled day off to 2400 hours of the same day.
 - (c) Except in cases of emergency, the Employer shall avoid placing an Employee "on-call" on the day immediately preceding their annual vacation period.
 - (d) The Employer shall make every effort to avoid placing an Employee "on-call" on the evening prior to off-duty days.
 - (e) Wherever possible, the Employee shall not be assigned to on-call duty more than seven consecutive calendar days or eight (8) consecutive calendar days in the case of paid holidays.
- 10.03 Callbacks
- (a) For each occasion that the Employee is called back to duty during the Employee's on-call period (and that on call period begins immediately at the end of their regular shift, exclusive of overtime or distance from the workplace, the employee is then on call), the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate of one and one half times (1X) the basic rate of pay. An Employee called back to duty will be permitted to leave the Centre upon completion of the procedure for which they were called back.

- (b) If the Employee is called back on a 'rest' day or a paid holiday, the employee shall be paid for all hours worked during the call-back period or for three (3) hours, at the rate of two (2) times the basic rate of pay.
 - (c) Employees called back to duty who are not scheduled to be "on-call" will receive one and one half (1.5X) times the basic rate of pay for a minimum of three (3) hours or for all hours worked, whichever is greater. Such Employees will be entitled to payments listed in Article 10.
 - (d) On call premium stops for the time period in receipt of call back pay.
 - (e) The parties agree that if such employee is called back a second time within three (3) hours of the original call-back, the employee shall not be compensated an additional minimum of three (3) hours for such second call-back.
 - (f) The parties agree that in the case where the call-back period overlaps with the next scheduled shift, the minimum call-back pay shall not exceed 2 hours.
 - (g) An Employee called back to duty on a paid holiday shall be given compensating time off for all actual hours worked on each call back at their basic rate of pay within 30 days in addition to the premium pay specified in Article 10.02 (a) and (b). Except for on call pay which shall not be paid, the provisions of the preceding sentence shall likewise apply to an employee who, although not on on-call duty, is called back for duty on a paid holiday.
- 10.04 If an Employee is called back to duty and does not receive a total of eight (8) hours off duty in the twenty-four (24) hour period beginning from the commencement of their shift, then the Employee will not be required to report for duty until the Employee has received a total of eight hours off duty (these eight (8) hours off duty need not be continuous). In such circumstances, no deduction will be made on the Employee's pay and the Employee's normal shift hours will not be extended to have the Employee work a full shift. The Employee in the above situation will advise their Supervisor in advance of the fact that they will not be reporting for duty at their scheduled time. This provision is waived if the Employee is granted a request for a particular shift arrangement that does not give the Employee eight (8) hours in total off duty in the aforementioned twenty-four (24) hour period.
- 10.05 When an Employee is called back to the Centre, the Employer shall pay for reasonable, necessary, and substantiated transportation expenses.
- (a) Should the Employee travel for such purpose by private motorized vehicle, reimbursement shall be at corporate rate from the Employee's residence and return.
 - (b) When an Employee is called back to duty between 2230 and 0700 hours of the next day, they shall be provided with transportation or reimbursed for the cost of reasonable, necessary, and substantiated transportation expense from the Centre to their place of residence. This article shall not apply if the Employee uses their own mode of transportation.
 - (c) When necessary, an Employee may request a reasonable cash advance to cover the cost of transportation during their next block of scheduled on-call period. Such advances will be

given on the Employee's last working day prior to the on- call block and shall be settled on the Employee's first (1st) working day following the on-call block.

10.06 When an Employee is required by the Employer to use a beeper or a pager for on-call duty, all costs for same shall be the responsibility of the Employer.

10.07 Telephone/**Electronic** Consultation

When an Employee who has or has not been assigned on-call duty, is consulted by telephone **and/or electronic communication** and handles work-related matters authorized by the Employer, without returning to the workplace that same day the following will apply:

- (a) An Employee shall be paid at the basic rate for the total accumulated time spent on **telephone and/or electronic communication** consultation(s), and corresponding required documentation, during the on- call period. If the total accumulated time spent on **telephone and/or electronic communication** consultation(s), and corresponding required documentation, during the on-call period is less than thirty (30) minutes, the Employee shall be compensated at the applicable basic rate for thirty (30) minutes.
- (b) Authorization after the fact by the Employer as specified in 9.07(b) will not be unreasonably withheld.

ARTICLE 11 - PROBATIONARY & TRIAL PERIOD

11.01 (a) Regular full-time and part-time, temporary full-time and part- time and casual Employees shall serve a probationary period of six hundred (600) hours or six (6) months whichever occurs first.

(b) By mutual consent of the Employer and the Union, the probationary period for Employees may be extended for up to an additional four hundred and fifty (450) hours worked provided that the Employee and the Association are informed in writing. A probationary period shall not be extended more than once.

(c) If an Employee is selected to fill another position or classification, they will be on trial for a period of five hundred and eighty (580) hours worked. In the event an Employee, during the trial period proves unsatisfactory in the position, they shall be returned to their former position or status without loss of seniority and at a wage or salary not less than they were previously paid for that position. Any other Employee promoted, transferred, or appointed because of the rearrangement of positions shall also be returned to their former position or status in a similar manner.

11.02 An Employee who has completed their probationary period and/or extended period as provided in Article 11.01 and has remained in the employ of the Employer shall not subsequently be placed on probation again.

ARTICLE 12 - SENIORITY

- 12.01 (a) Seniority for regular full-time, regular part-time, temporary full time, and temporary part-time Employees for the purpose of this Collective Agreement is defined as service with the Employer commencing with the date of hire.
- (b) For casual Employees whose status changes to regular full time, regular part-time, temporary full time, or temporary part-time, "seniority date" shall be established by dividing all regular hours worked since their most recent date of employment in the bargaining unit by one thousand, nine hundred and fifty (1,950) and converting the result to a seniority date.
- (c) Where date of hire is the same, the employee whose birthday (i.e. month and day) falls earlier in the year will be considered more senior.
- 12.02 Seniority will be used in determining:
- (a) preference of vacation time, as set out under Articles 14.05 and 14.06 (a)
- (b) layoffs and recalls, as set out in Article 24;
- (c) subject to Article 13.03, promotions, and transfers within the bargaining unit.
- 12.03 (a) The Employer shall post on the Association bulletin board at the Blood Services Centre and provide the Association on or about March 1 of each year with a listing of the Employees in order of seniority as at December 31" in accordance with the provisions of Article 12.01. This listing shall be provided monthly if there are Employees on layoff.
- (b) An Employee may question an inaccuracy of their seniority within thirty (30) calendar days of the posting of such list. Where the matter is not resolved within ten (10) working days, an individual grievance may be initiated at Step 1 of the grievance procedure.
- (c) The Association may question an inaccuracy within thirty (30) calendar days of receiving such list. Where the matter is not resolved within twenty (20) working days, an Association policy grievance may be initiated at Step 2 of the grievance procedure.
- 12.04 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited as provided in Article 12.01.
- 12.05 Maintenance of Seniority
- Seniority shall be maintained, but not accrue, during:
- (a) period of lay-off in excess of one month;
- (b) unpaid leaves of absence in excess of thirty days;
- (c) the probationary period in a permanent out-of-scope position;

- (d) temporary positions in other bargaining units with the Employer not to exceed twelve (12) months unless extended by mutual agreement with the union.

12.06 Loss of Seniority

An Employee shall lose all seniority if they:

- (a) terminate employment;
- (b) are discharged for just cause;
- (c) fail to return to work immediately following the termination of a leave of absence or within fourteen (14) days from receipt of 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;
- (d) are on lay-off for more than 12 months (as per 24.05 d);
- (e) fill any position not within the scope of this agreement on a temporary basis exceeding 12 months, unless mutually agreed otherwise;
- (f) work exclusively in a permanent out-of-scope position and successfully completes the probationary period.
- (g) Loss of seniority shall result in the termination of an Employee.

ARTICLE 13 - PROMOTIONS, DEMOTIONS, TRANSFERS AND VACANCIES

13.01 Vacancies

- (a) When the Employer determines that a regular full *time* or regular part *time* vacancy is to be filled or a new position is created within the bargaining unit, the Employer shall post notice of the vacancy for a period of seven (7) consecutive calendar days. The notice shall include, for informational purposes, the classification, qualifications, wage rate range, and whether the position is full time or parttime.
- (b) Temporary vacancies greater than 120 days shall also be **posted**.
- (c) When circumstances require the Employer to fill a vacancy before the expiration of ten (10) calendar days, the appointment shall be made on temporary or relief basis based on seniority only.
- (d) Subject to meeting the requirements of the posted vacancy as set out in Article 13.03, members of the bargaining unit will be given first consideration over external applicants when vacancies are filled.

- 13.02 (a) All applications for positions shall be made electronically, using the Employer's online application process.
- (b) Applicants shall be informed in writing of their acceptance or rejection within four (4) working days of the date of the appointment.
- (c) Candidates shall indicate their acceptance or rejection within no later than two (2) working days from the day a verbal offer is received.
- (d) The Employer shall provide the Labour Relations Officer with copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 13.01(a) within four (4) working days of the posting.
- (e) The name of the successful applicant shall be given to the Association within five (5) business days of the appointment.
- 13.03 In filling vacancies, seniority shall be the primary consideration provided minimum requirements of skill, education, training, and knowledge are met.
- 13.04 (a) A "promotion" is an advancement from a position classification in a lower pay range to a position classification in a higher pay range, both positions being in this bargaining unit. The hourly rate of an Employee promoted to a higher classification shall be advanced to that hourly rate in the new pay band which is next higher than the current hourly rate or the hourly rate which is next higher again if the initial advance of the hourly rate is less than the Employee's next normal annual increment in the old pay band.
- (b) A "demotion" is a movement from a position classification in a higher pay range to a position classification in a lower pay range, both positions being in this bargaining unit. When an Employee is demoted, their 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.
- (c) A "voluntary transfer" may be a demotion as outlined in (b) above, or movement from one position classification to another position classification having the same pay range, both positions being in this bargaining unit in the same Centre.
- (d) "Change of Status"
- (i) On 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 regular full-time position subject to the regulations and eligibility requirements applicable to regular full-time Employees.
- (ii) A regular part-time or temporary full-time and temporary part-time Employee who, upon being appointed to fill a regular full-time position shall carry forward their unused sick leave credits accrued up to the date of conversion of their employment status. The Employee's "future" anniversary date shall be as specified under Article 12.01(b).
- (iii) Further to the above, the Employee will retain their accumulated service credits for the purpose of calculating vacation entitlement in the regular full-time position.

- (iv) When a regular part-time, temporary part-time or casual Employee transfers into a temporary full-time position, their status will be changed to temporary full-time for the duration of the assignment, after which their status will revert to regular part-time, temporary part-time, or casual.
- (v) A temporary (full time/part time), regular part-time or a casual Employee who voluntarily transfers to a regular full-time position shall be credited with the following entitlements earned during their period of employment:
 - (a) Salary anniversary increments will be established in accordance with Article 26
 - (b) (i) Vacation entitlement for temporary and regular part time Employees will be based on the Employee's years of service as applicable under Article 14.04(a), and thereafter, vacation accumulation shall be applied as set out under Article 14.03 commencing on date of transfer to the regular full-time position.
 - (ii) Vacation entitlement and vacation anniversary date for casual Employees will be established by using the calculation set out under 12.01(b) and thereafter, the provisions of Article 14.03 will apply, commencing on the date of transfer to the regular full-time position.
 - (c) Employees will be eligible to sick leave benefits.

A sick leave entitlement will be established for less than full-time employees by dividing all regular hours worked since their most recent date of employment in the bargaining unit by 1950 hours and converting the result to a date. Thereafter, this date shall be the anniversary date for sick leave entitlement. The Employee will be placed on the schedule set out under Article 18.03 based on years of service established using the above calculation.
 - (d) Seniority shall accrue in accordance with Article 12.01(a) or (b) as applicable.

ARTICLE 14 - VACATIONS WITH PAY

- 14.01 The vacation year is April 1st to March 31st of the following year.
- 14.02 Vacation entitlement is earned during each vacation year of continuous service, and taken during the same vacation year, subject to 14.06, 14.07 and 14.08.
- 14.03 Vacation entitlement for regular full-time Employees shall be as follows:
 - (a) Employees who have completed less than one (1) year of service as at March 31 will receive vacation prorated based on 1.25 days per month of service.
 - (b) Following one (1) year of service, 15 working days (3 weeks), calculated as 1.25 days for each completed month of continuous service.

- (c) Following four (4) years of service, 20 working days (4 weeks), calculated as 1.667 days for each completed month of continuous service.
- (d) Following ten (10) years of service, 25 working days (5 weeks), calculated as 2.083 days for each completed month of continuous service.
- (e) Following twenty-five (25) years of service, 30 working days (6 weeks), calculated as 2.5 days for each completed month of continuous service.
- (f) Following thirty-five (35) years of service, 35 working days (7 weeks), calculated as 2.9167 days for each completed month of continuous service.

- 14.04 (a) The pro-rata vacation entitlement for regular part-time employees is determined by the number of regular paid hours, divided by nineteen hundred and fifty (1950) hours, multiplied by the entitlement for a full-time employee.

Regular Paid Hours

1950 Hours X Entitlement of Regular Full-time Employee

- (b) Unless otherwise mutually agreed between the employee and their supervisor/manager, regular part-time employees shall receive their vacation entitlement over the period of time equivalent to regular full-time employees and shall be paid their vacation pay proportionately during each week of the scheduled vacation.
- (c) In lieu of the paid vacation entitlement outlined above, temporary full-time, temporary part-time and casual employees shall be paid, on each pay cheque six percent (6%) of gross earnings.
- (d) The Employer shall calculate for 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.

- 14.05 When possible, the number of working days of vacation entitlement earned shall be consecutive when taken unless otherwise requested by the Employee. Employees who have broken their vacation into more than one (1) period during the vacation year shall receive preference, on the basis of seniority within classification, department, or section, for one (1) vacation period only.

- 14.06 (a) Employees shall be required to submit in writing to the Employer their annual vacation preferences, for the following vacation year, no later than February 15th of each year. In case of conflict between two or more Employees in regard to their choice of a vacation

period, the conflict shall be resolved by the Employer in favour of the more or most senior Employee unless that Employee has already exercised their seniority rights for vacation preference. The final annual vacation schedule shall be posted by the Employer no later than March 15th of each year. After that date, no Employee shall be bumped by any senior Employee from the vacation period awarded to the former. Unless deferment of annual vacation taken into the next calendar year has been expressly requested by the Employee and authorized in writing by the Employer under the conditions specified in Articles 14.07 and 14.08 hereof, vacation entitlement earned in any one (1) year must be taken before the end of that vacation year.

- (b) All other requests for vacation shall be submitted in writing at least four (4) weeks in advance, unless mutually agree otherwise, to the Employer and such request shall be dealt with on a first come, first serve basis. Employees shall be informed in writing within two (2) weeks following their request as to whether or not the time requested has been granted or denied.
- (c) Employees shall not be scheduled to work a weekend immediately prior to, immediately after their scheduled vacation period if such vacation commences immediately following a weekend or if it ends immediately prior to a weekend.

Employees shall not be scheduled to work a weekend that falls during their vacation period.

- (d) Vacation outstanding as at January 1st shall be scheduled, deferred, or paid out at the Employer's discretion.

14.07 Provision to request approval to defer annual vacation is made to meet the exigencies of the service only. The only exceptions to this regulation are as follows:

- (a) Employees appointed subsequent to December 31st in any year, annual vacation may not be granted during probation periods.
- (b) Employees who have completed four (4) years or more of continuous service, Employees qualifying may request deferment at intervals of not less than three (3) years. Deferral of annual vacation cannot exceed 10 days.

14.08 Requests to defer annual vacation are to be submitted for review no later than December 31st in any year. If approved, such leave is to be completed prior to June 30th of the following year and may be combined with annual vacation earned in that year with the approval of the Employer.

14.09 Pro rata vacation pay on termination of employment will be paid in accordance with service rendered if proper notification of termination is given. If proper notice of termination is not given, the Employee will be paid in accordance with the Saskatchewan Employment Act.

14.10 Employees may, apply for a period of five (5) working days' leave of absence without pay, to be granted concurrent with their earned vacation period. Such request, when made, may be granted at the discretion of the Employer.

14.11 Unless given four (4) weeks' advance notice of an alteration to their scheduled vacation period, Employees required by the Employer to work in their vacation period will receive two (2) times

their basic hourly rate for hours worked. This premium payment will cease, and the Employee's basic rate of pay will apply at the start of their next regular working period. The vacation day(s) worked may be rescheduled as vacation leave with pay at a mutually agreed upon time. Failing mutual agreement, the provisions of 14.0G(d) shall be applicable. In the event an Employee has paid for non-refundable travel arrangements for an approved vacation leave, the Employer will reimburse the Employee for such costs upon submission of proof of non-refundable payment.

ARTICLE 15 - PAID HOLIDAYS

15.01 Full-time employees shall be entitled to a paid day off on or for (in lieu of) the following paid holidays:

New Year's Day	Labour Day
Saskatchewan Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Christmas Eve or New Year's Eve
August Civic Holiday	

15.02 In any given fiscal year (April 1 - March 31), regular full time Employees on staff before October 1 are entitled to one (1) Float Holiday with pay to be taken in that fiscal year. If an Employee has been unable to take the float holiday prior to January 1st, the supervisor/manager has the option to schedule the day. Employees whose employment terminates and who have not taken the float holiday are not entitled to payment in lieu of such holiday.

15.03 Other than FullTime:

In lieu of all of the above paid holidays including the float holiday, regular part-time, temporary part-time and casual employees shall be paid, on each cheque, 5.2 % of their regular earnings (excludes overtime, premiums, pay in lieu of vacation, pay in lieu of sick benefits, etc.)

15.04 To qualify for a Paid Holiday with pay, Employees must work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other legitimate reasons, and,

15.05 Any work performed up to seven and one half (7.5) hours on a day designated as a holiday shall be paid for at the rate of one-and one-half times (1.5X) the Employee's regular rate of pay.

15.06 Overtime on a Regular Day of a Paid Holiday

Subject to Article 15.05, all hours worked in excess of seven and one half (7.5) hours on a paid holiday shall be paid at the rate of two (2X) times the regular rate of pay for the first four (4) consecutive hours and two and one-half (2.5X) times the regular rate of pay for hours worked in excess of four (4) consecutive hours in that day.

15.07 Where a paid holiday falls on or is observed on a regular full time Employee's scheduled day off

and they are not required to work on that day, they will receive a day off with pay in lieu. If such day off with pay cannot be scheduled by the Employer, the Employee shall be paid for seven and one-half (7.5) hours at their straight-time hourly rate.

- 15.08 The Employer shall rotate, as equitably as possible, amongst Employees in classifications, the requirement to work on a Paid Holiday.

ARTICLE 16 - WORKER'S COMPENSATION

- 16.01 An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act shall continue to receive their base salary from the Employer, less regular deductions, provided they assign over to the Employer their compensation payments due from the Workers' Compensation Board for time lost as a result of the accident.
- 16.02 Should the Employee's claim be disallowed by the Workers' Compensation Board, then any moneys paid by the Employer shall be either charged against the Employee's accumulated sick leave credits, or if the Employee has no sick leave credits, the amount so paid shall be recovered from the Employee over a reasonable period of time.
- 16.03 When an Employee is absent on a Workers' Compensation claim, all benefits of this Agreement will continue to accrue for a period of two (2) years except as set out under Article 16.04 below.
- 16.04 An Employee who is absent on a Workers Compensation claim will accrue annual vacation, sick leave, service credits for salary increments for the first year of the absence. They will not be paid for Paid Holidays during the entire period of the absence. However, service credits for the purpose of calculating future vacation entitlement will continue to accrue. If applicable, Employees will be entitled to insured benefits and pension in accordance with regulations under those plans.
- 16.05 All workplace accidents should be reported by the Employee and the Employer in accordance with the timelines prescribed by the Workers Compensation Act and regulations.
- 16.06 An Employee who has been receiving Workers' Compensation benefits and who is able to return to work will provide the Employer with at least (2) weeks written notice of readiness to return to work when possible. Upon return to duty, they shall be reinstated in the same or a comparable position if such is available. Accrual of seniority shall not be interrupted during such leave.

ARTICLE 17 - PENSION PLAN

- 17.01 Employees who become eligible for pension plan participation and who elect or are required to participate in a pension plan, may participate in either the Canadian Blood Services Defined Benefit Pension Plan or the Canadian Blood Services Defined Contribution Plan, in accordance with the provisions of the plan selected by the Employee. The Employer will notify Employees when they become eligible to join the Pension Plan.**
- 17.02 The Employer shall provide each Employee with an annual personal statement of account

summarizing Employee contributions, pension entitlement, and other information as may be required by legislation.

17.03 The Employer shall make available to all Employees any relevant and related material outlining the above plan, upon hiring and when there are changes to the plan.

17.04 The Employer shall provide retirement benefits for Employees by way of Participation in the Canadian Blood Services Pension plan subject to the eligibility requirements for membership under such Plan.

ARTICLE 18 - SICK LEAVE

18.01 Regular full time and regular part time Employees shall be indemnified against loss of regular income in the amounts specified in this Article when, as a result of illness or non- work-related injury, the Employee is unable to work for the Employer and is absent from work in accordance with the sick plan as set forth in this Article.

18.02 An Employee must observe all of the following regulations to obtain the benefits available:

(a) An employee who is unable to report for work due to illness or injury shall inform their immediate Manager or designate, or in accordance with operational protocol, by telephone prior to the commencement of their next scheduled shift(s).

- One and one-half (1.5) hours' notice prior to any shift scheduled to start between 0030 and 1025 hours.
- Four (4) hours' notice prior to any shift scheduled to start between 1030 and 2400 hours.

(b) give full and correct information regarding the disability and furnish medical certificates as may be required by the Employer,

(c) report to the Employer before making any change in usual place of residence or address during disability.

18.03 The amount of sick leave credits an Employee has at a particular date is based on the Employee's length of continuous service in completed years to that date, less any sick leave that the Employee has taken in the previous five (5) year period.

LENGTH OF SERVICE	100% SALARY		75% SALARY		66 2/3% SALARY	
	DAYS	HOURS	DAYS	HOURS	DAYS	HOURS
On date of hire	5	37.5	5	37.5		
On the 1st calendar day after three (3) months' continuous service has been completed					65	487.5
One (1) year	10	75	20	150	45	337.5
Two (2) years	15	112.5	35	262.5	25	187.5
Three (3) years	20	150	50	375	5	37.5
Four (4) years	25	187.5	65	487.5		
Five (5) years	30	225	80	600		
Six (6) years	35	262.5	95	712.5		
Seven (7) years	40	300	110	825		
Eight (8) years	45	337.5	125	937.5		
Nine (9) years	50	375	140	1050		
Ten (10) years	55	412.5	155	1163		
Eleven (11) years	60	450	170	1275		
Twelve (12) years	65	487.5	185	1388		
Thirteen (13) years	70	525	190	1425		
Fourteen (14) years	75	562.5	185	1388		
Fifteen (15) years	80	600	180	1350		
Sixteen (16) years	85	637.5	175	1313		
Seventeen (17) years	90	675	170	1275		
Eighteen (18) years	95	712.5	165	1238		
Nineteen (19) years	100	750	160	1200		
Twenty (20) years	105	787.5	155	1163		
Twenty-one (21) years	110	825	150	1125		
Twenty-two (22) years	115	862.5	145	1088		
Twenty-three (23) years	120	900	140	1050		
Twenty-four (24) years	125	937.5	135	1013		
Twenty-five (25) years	*130	*975	*130	*975		

* Maximum Entitlement

18.04 Sick Leave Accumulation

Based on continuous service, sick leave benefits will be available to each employee as listed in the table above. Note: One (1) day equals seven and one-half (7.5) hours.

18.05 If the Employee has, through earlier use of sick leave, less than 75 days of credits available at the time sick leave commences, additional sick leave at 66 2/3 % will be provided, if required, to bring the total available credits to a maximum of 75 days.

18.06 When an Employee returns to the full duties and of their position at their regular hours of work following a period of sick leave, credits up to a maximum of 75 days at 66 2/3 % will again be made available after the following intervals:

- one (1) month after return to active employment in the case of a new disability; or

- three (3) months after return to active employment in the case of a recurrence of the same disability.
- 18.07 Sick leave credits made available under Articles 18.05 and 18.06 will not be accrued in the Employee's sick bank for future use.
- 18.08 A regular part time Employee shall have access to utilize accrued sick leave credits for any shifts scheduled in advance. A regular part time Employee who, as a result of illness or non-work-related injury, is unavailable for work 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 twenty-six (26) weeks until such time as their sick leave credits expire or they are available for work.
- 18.09 Upon notice of termination of employment, all sick leave credits shall be canceled, and no payment shall be due, therefore.
- 18.10 If an Employee exhausts their sick leave benefits before the completion of their qualifying period for Long Term Disability benefits the Employer shall continue all group benefit plan payments and pension plan payments provided the Employee makes arrangements to continue payment of their share of such benefit plan and pension payments.
- 18.11 The employer shall provide each employee with the status of their current sick leave benefit once each calendar month, at minimum.

ARTICLE 19 - BENEFIT PLAN

- 19.01 Regular full time Employees, and regular part time Employees hired to work 18.75 hours per week or greater, shall be eligible to participate in the Benefit Plans outlined in this Article.
- 19.02 Eligibility for regular part time Employees hired to work less than 18.75 hours per week shall be reviewed effective December 31 and June 30 of each year. A regular part time Employee, who has been employed throughout the full review period (i.e. January 1 to June 30,) or July 1 to December 30 and has been scheduled to work an average of 18.75 hours per week or greater, shall be eligible to participate in the Benefit Plans. Such eligibility shall be determined again following the next review period.
- 19.03 Temporary employees shall enroll subject to the above after one (1) year of service.
- 19.04 Major Medical Health Plan
- (a) The Employer shall provide and maintain an Extended Health Care Plan for all eligible regular full-time employees and regular part time employees. Such plan shall provide at least as much coverage and as good coverage as the plan in effect on the date of signing this collective agreement and no changes shall be made which would lessen coverage or decrease benefits without the consent of the Union in writing.
 - (b) All eligible employees must enroll in the Extended Health Care Plan in accordance with plan

enrolment criteria. An employee may opt out of the plan only if their spouse has equal or better coverage through their employment plan upon providing proof of the employee's coverage under that plan. A regular part-time employee may opt out of the plan if they have equal or better coverage with another employer.

- (c) The Employer shall pay one hundred percent (100%) of the premium cost for each participating employee.

19.05 Group Dental Plan

- (a) The Employer shall provide and maintain a Dental Plan(s) for all eligible regular full-time employees and regular part time employees. Such plan shall provide at least as much coverage and as good coverage as the plan in effect on the date of signing this collective agreement and no changes shall be made which would lessen coverage or decrease benefits without the consent of the Union in writing.
- (b) All eligible employees must enroll in the Dental Plan in accordance with plan enrolment criteria. An employee may opt out of this plan only if their spouse has equal or better coverage through their employment upon providing proof of the employee's coverage under that plan. A regular part-time employee may opt out of the plan if they have equal or better coverage with another employer.
- (c) The Employer shall pay sixty-six and two thirds percent ($66 \frac{2}{3}\%$) of the premium cost for each participating employee and the employee shall pay the remaining thirty-three and one third percent ($33 \frac{1}{3}\%$) of the premium.

19.06 Group Insurance Plan

- (a) All eligible employees must enroll in the Employer's Group Life Insurance Plan in accordance with the provisions and requirements of these plans.
- (b) The Employee shall pay one hundred percent (100%) of the cost of life insurance premiums.

19.07 Long Term Disability Plan

- (a) All eligible employees must enroll in the Employer's Long-Term Disability Plan, in accordance with the provisions and requirements of these plans.
- (b) The Employer shall pay sixty-six and two thirds percent ($66 \frac{2}{3}\%$) of the premium cost for the long-Term Disability Plan and the employee shall pay the remaining thirty-three and one-third percent ($33 \frac{1}{3}\%$) of the premium.

19.08 Accidental Death and Dismemberment Plan

- (a) All eligible employees must enroll in the Employer's Accidental Death and Dismemberment Plan, in accordance with the provisions and requirements of this plan.
- (b) The Employer shall pay one hundred percent (100%) of the premium cost for the Accidental

Death and Dismemberment Plan.

19.09 The benefit contracts applicable to HSAS members shall be made available to the Union.

ARTICLE 20 - LEAVES OF ABSENCE

20.01 General Policies Governing Leaves of Absence

- (a) Except where otherwise stated, leaves of absence, are available to regular full time and regular part-time employees only.
- (b) Leaves of absence for part-time shall be limited to their posted scheduled hours of work.
- (c) A leave of absence without pay shall be granted to an Employee where the regular operations of the Centre are not unreasonably disrupted.
- (d) Unless otherwise stated in this article, with the exception of bereavement leave, all applications for leave of absence shall be made in writing to the Employer, where possible three (3) weeks in advance, except in extenuating circumstances, in order that staff substitution may be arranged. The Employer shall respond to the request for a leave of absence within seven (7) calendar days of the request by the Employee. Applications shall indicate the date of departure on leave of absence and the date of return.
- (e)
 - (i) In the case of leaves of absence without pay of more than one (1) month's duration, Employees may make prior arrangements for the payment of the full premium (Employer's and Employee's share) for a maximum of six months of those insured benefit plans specified in Article 19 in which they are currently participating. Contributions of the employer and the employee to the Pension Plan during the period of the leave shall be in accordance with the rules and regulations of the Plan.
 - (ii) In the case of leave of absence without pay of one (1) month or less, regular premium deductions for insured benefits specified in Article 19 shall be made by the Employer from the Employee's last pay cheque or from the first pay cheque of the Employee after return from such absence. The Employee will continue to contribute to the Pension Plan for the first month.
- (f) In the case of leaves of absence without pay in excess of one (1) month, Employees shall cease to accrue sick leave, annual vacation, service, and seniority credits for pension purposes. The Employee's anniversary increment date shall also be adjusted by the same amount of time as the leave of absence.
- (g) Employees shall not be entitled to Paid Holidays with pay which may fall during any period of leave of absence without pay.
- (h) **All Employees shall have the right to access statutory leaves of absence subject to the Saskatchewan Employment Act and as otherwise stated in Article 20 and within the Collective Agreement.**

20.02 Bereavement Leave

- (a) Paid bereavement leave of five (5) working days shall be granted (not accrued or earned but simply granted) and specifically granted in the event of the death of a member of the Employee's family, i.e., children, parents, brothers, sisters, spouse (which includes common-law or same gender relationships, publicly maintained for a period of at least one (1) year), and fiancée. Step-parents, step- children, step-brothers and step-sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, guardian, grandparents, or grandchildren, shall be considered as members of the Employee's family.
- (b) At the time of death of an employee's aunt, uncle, niece, nephew, sister-in-law, and brother-in-law up to one (1) working day limited to seven and one-half (7.5) hours to attend the funeral.
- (c) Bereavement leave in the above shall be extended by two (2) additional working days where travel in excess of three hundred and twenty (320) kilometers one (1) way from the Employee's residence is necessary.
- (d) The pay entitlement of regular part-time Employees for authorized bereavement leave shall be as provided in Article 20.01 (a) and (b), but shall be limited to their posted scheduled hours of work.
- (e) Notwithstanding the provisions of Article 20.01, where special circumstances exist, an Employee may request that Bereavement Leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an Employee be eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

20.03 Wedding Leave

Wedding leave of up to three (3) consecutive days of absence with pay shall be granted to the Employee for their wedding and shall be taken immediately prior to or after the wedding. This may be added to any period of annual leave available or may be taken separately.

20.04 Serious Illness Leave

- (a) For the purpose of attending to a serious illness of an immediate family member for whom they have a reasonable expectation of a duty of care, namely spouse (including common-law relationships that have been maintained for a period of at least one year and equivalent same-gender relationships), child or parent, a regular full time or regular part time Employee may be granted a maximum of four (4) days without loss of regular pay per fiscal year. Serious illness shall mean illness involving hospitalization or any illness that a medical doctor certifies to be critical. The Employee shall provide proof of illness if requested.
- (b) Where a regular full time or regular part time Employee is unable to arrange for the care of a child who is sick but not seriously ill, the Employee may, at the supervisor's/manager's discretion, be granted sick leave from their existing sick leave credits for the purpose of caring for the child. The maximum allowable usage of sick leave credits for this purpose is three (3) days in any fiscal year.

- (c) An employee may be required to submit satisfactory proof to the Employer demonstrating the need for Special Leave.

20.05 Compassionate Care Leave

An employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay in accordance with Section 2-56 of the Saskatchewan Employment Act.

20.06 Maternity Leave

A pregnant Employee shall be granted unpaid pregnancy leave of up to 18 weeks, in accordance with the following and may be entitled to Parental leave according to Article 20.07:

- (a) The Employee shall endeavor to give four (4) weeks written notice, detailing when she will begin the maternity leave and when she will return. Such Employee may be requested to provide a medical certificate specifying the estimated date of delivery.
- (b) Maternity leave shall begin no sooner than twelve (12) weeks preceding the expected date of delivery and no later than the date of delivery.
- (c) A pregnant Employee whose continued employment in her position may be hazardous to herself or to her unborn child, in the written opinion of her physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee may request maternity leave if the Employee is eligible for such leave. In the event that the maternity leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than twelve (12) months, the Employee may request further leave without pay. Such a request will not be unreasonably denied.
- (d) The Employer has the right to request the Employee to provide a medical certificate from her physician that she is able to perform all her regular duties and responsibilities.
- (e) The Employer agrees that when an Employee reports to work on the expiration of her maternity leave, the Employer shall permit her to resume work at the same salary, sick leave, and vacation entitlement she had when the unpaid leave commenced.
- (f) An Employee, who is on maternity leave, shall be entitled to continue participation in eligible benefit plans provided she makes arrangements to pay in advance or to provide post-dated cheques for the payment of her share of the benefit premiums for the period of leave.
- (g) The Employee shall reconfirm her intention to return to work or may request changes to the dates originally approved by giving the Employer at least four (4) weeks written notice before the leave is to commence or end.
- (h) Upon return to employment the Employee shall be reinstated **to her** former position unless the position has been discontinued in which case the Employee shall be placed in a comparable position. In the event that the employee's position or a comparable position is **not** available, the employee shall have access to the layoff provisions contained within this

collective agreement.

- (i) An employee granted maternity leave shall not earn vacation credits, sick leave credits or paid holiday pay for the period so granted. The employee shall earn seniority for the entire leave.
- (j) No Employee shall be required to return from such leaves of absence for the purposes of transferring or being promoted into any vacancy for which they were the successful candidate until such time as their Maternity, Adoption, and/or Parental Leave expires.**

20.07 Parental Leave/ Adoption Leave

An Employee who becomes a parent through the birth or adoption of a child, shall be granted unpaid parental leave with four (4) weeks written notice, in accordance with the following:

- (a) Adoption leave shall be granted for a period of up to eighteen (18) weeks. In extenuating circumstances, the leave may be extended up to an additional six (6) months.
- (b) Parental leave shall be granted for a continuous period of up to thirty-four (34) weeks. The parent who does not take maternity or adoption leave is entitled to thirty-seven (37) weeks.
- (c) Parental leave must be taken between the period twelve (12) weeks prior to the birth or adoption of the child and fifty-two (52) weeks following the event.
- (d) The Employer agrees that when an Employee reports to work on the expiration of the parental leave I adoption leave, the Employer shall permit the Employee to resume work at the same salary, sick leave, and vacation entitlement which they would have received had they never taken leave. For clarification, full time Employees shall continue to accrue service, paid vacation, sick leave, and applicable salary increments.
- (e) An Employee who is on parental leave I adoption leave shall be entitled to continue participation in eligible benefit plans provided they make arrangements to pay in advance or to provide post-dated cheques for the payment of their share of the benefit premiums for the period of leave.
- (f) An employee granted parental and/or adoption leave shall not earn vacation credits, sick leave credits or paid public holiday pay for the period so granted. The employee shall earn seniority for the entire leave.
- (g) The employee may make a one-time request to extend to their parental/adoption leave at least four (4) weeks prior to their originally scheduled return to work date. Such extension shall not exceed twenty-six (26) weeks.
- (h) The Employee shall reconfirm their intention to return to work by giving the Employer at least four (4) weeks' written notice before the leave is to end.
- (i) Upon return to employment, the Employee shall be reinstated to their former position unless the position has been discontinued in which case the Employee shall be placed in a comparable position, subject to changes at the workplace which may have occurred.

(j) No Employee shall be required to return from such leaves of absence for the purposes of transferring or being promoted into any vacancy for which they were the successful candidate until such time as their Maternity, Adoption, and/or Parental Leave expires.

20.08 The total duration of the leaves provided for in Articles 20.06 & 20.07 shall not exceed seventy-eight (78) weeks.

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

Maternity/Parental/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 pregnancy and/or their parental/adoption leave, and who is in receipt of Employment Insurance maternity or parental benefits.

Maternity Supplemental Employment Benefits

An Employee, who is in receipt of Employment Insurance (EI) maternity benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the Employee is eligible to receive and seventy-five percent (75%>) of the Employee's regular weekly rate of pay. This SEB payment shall commence following completion of the 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 EI 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 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 waiting period is required for parental benefits under the Employment Insurance Act, the Employer 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 parental/adoption leave and both are in receipt of EI parental benefits, both Employees shall be eligible for the SEB to a maximum of ten (10) weeks each.

SEB Payment Calculation

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

The regular weekly rate of pay shall be determined by multiplying the Employee's regular weekly work hours by the regular hourly rate on the last day worked prior to the commencement of the leave and excludes overtime, premiums, and allowances.

Regular weekly work hours for regular part time Employees shall be determined by calculating the average regular hours paid per week over the twenty (20) weeks preceding the last paid day prior to commencement of the leave.

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

20.10 Paternity leave of up to two (2) days with pay shall be granted upon request to a male Employee. Such leave with pay shall be taken within fourteen (14) calendar days of the birth of the child.

20.11 Association Business

(a) (i) One member of the bargaining unit appointed to a paid position with the Association for a period of up to one (1) year, may be granted leave of absence without pay subject to CBS' operational requirements.

(ii) Employees on such leave shall provide the Employer with at least four (4) weeks' written notice of their return to work.

(iii) The Employer will reinstate the Employee in the same position held by their immediately prior to taking leave, and at the same step in the pay scale or provide them with alternate work of a comparable nature at not less than the same scale and all other benefits that accrued to them to the date they commenced the leave. In the event that the employee's position or a comparable position is not available, the employee shall have access to the layoff provisions contained within this collective agreement.

(b) For members of the Association Executive Council, where the request for leave to attend meetings is made in writing, it shall be granted subject to CBS's operational requirements. Such leave shall be with pay. The Association agrees to reimburse the Employer for the gross salary and benefits of the Employee while on leave.

(c) Association representatives who are members of the HSAS bargaining committee shall not suffer any loss in pay in case of attendance in scheduled negotiation, conciliation, and mediation meetings with Employer representatives to a maximum of the scheduled hours for each applicable day. Attendance of Association representatives shall not exceed two (2) individuals at any given time.

20.12 Appointment Leave

(a) Whenever possible, Employees should endeavor to arrange medical and dental appointments outside working hours. Upon written request, an Employee will be granted up to twenty-five (25) hours of paid leave per fiscal year (April 1 – March 31) for the purpose

of attending appointments provided that: they have been given authorization by the Employer. Such authorization will not be unreasonably denied.

- (b) The pay entitlement for regular part-time Employees for authorized appointment leave shall be limited to their posted and confirmed hours of work.
- (c) Employees shall make every effort to provide three (3) weeks' notice, but in any event no less than three (3) days' notice shall be provided.

20.13 Jury or Witness Duty

Leave of absence without loss of regular pay shall be granted to an Employee who is subpoenaed by the Employer or the Crown as a witness in a court action or to a regular full time or regular part time Employee who is required to serve as a juror in any court of law, provided that the amount paid to the Employee for such service is promptly repaid to the Employer. A leave of absence, without pay, will be granted to an employee whose private affairs have occasioned a court appearance or is subpoenaed by an agent other than the crown or is accused and jailed pending court appearance.

20.14 Education Leave

- (a) Provided that the operational efficiency of the Employer is not seriously disrupted, the Employer will encourage participation in educational programs as contemplated in the Employer's Professional Development Policy (Policy FF4800). Leaves of absence with or without pay and/or reasonable expenses may be granted at the discretion of the Employer to enable Employees to participate in such programs. The Employer shall endeavor to ensure that each Employee be given an equal **opportunity** to participate in such educational programs.
- (b) Should the Employer direct an Employee to participate in a specific program, such Employee shall be compensated in accordance with the following:
 - (i) For program attendance on regularly scheduled working days, the Employee shall suffer no loss of regular earnings.
 - (ii) For hours in attendance at such program on regularly scheduled days off, the Employee shall be paid at their basic rate of pay to a maximum of seven and one-half (7 1/2) hours per day.
 - (iii) The Employer will pay the cost of the course including tuition fees, course required books, reasonable travel, and subsistence expenses subject to prior approval.
- (c) For the purpose of determining salary increments, an Employee granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the employer for the first twelve (12) calendar months only of such period of leave. In the event the period of educational leave continues for a period in excess of twelve (12) months, an Employee's salary increment date shall be delayed by the amount of time that said leave exceeds twelve (12) months and the newly established increment date shall prevail thereafter.

- (d) An Employee absent on approved education leave will be reinstated by the Employer in the same position and classification held by them immediately prior to taking such leave or be provided with alternate work of a comparable nature.

ARTICLE 21 - IN-SERVICES

21.01 (a) The Parties to this Collective Agreement recognize the value of continuing in- service education for Employees in the various professions and that the responsibility for such continuing education lies not only with the Employer but also with the Employee. For the purpose of this Article, the term "in-service" includes orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.

- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.

ARTICLE 22 - BULLETIN BOARD SPACE

22.01 The Employer shall provide a bulletin board to be placed in a reasonably accessible location upon which space shall be provided where the Association shall be permitted to post notices of meetings and other such notices which may be of interest to Employees. The Employer reserves the right to remove posted material objectionable to the Employer.

ARTICLE 23 - RESIGNATION/TERMINATION

23.01 An Employee shall endeavor to give to the Employer fourteen (14) calendar days' written notice of their desire to terminate their employment.

23.02 An Employee who voluntarily leaves the employ of the Employer in accordance with the administrative requirements prescribed in Article 23.01 above shall receive wages and vacation pay to which they are entitled at the end of the next regular pay period following the day on which they terminate their employment.

ARTICLE 24 - LAYOFF, DISPLACEMENT, AND RECALL

24.01 (a) (i) On any occasion where reorganization of the Employer's operations will displace regular Employees in the bargaining unit, the Employer will endeavor to notify the Association at least fourteen (14) calendar days before the implementation of such change. The Employer will meet with the Association within this fourteen (14) day period to discuss the changes, how Employees may be affected, and alternatives that

might be considered in order to minimize the number of Employees to be laid off.

- (ii) Any agreement between the Employer and the Association resulting from the above discussions concerning the method of implementation of such change will take precedent over the terms of layoff in this Agreement.
 - (iii) For the purposes of Article 24, "layoff" will mean:
 - A. elimination of regular positions within the bargaining unit; or
 - B. reduction in the number of regularly scheduled hours available to one (1) or more regular full-time Employees; or
 - C. reduction of one or more regular part-time employee's FTE exceeding twenty (20%) percent in a twelve (12) month period.
 - (iv) Subject to the notice provision under Article 23.01 (a) (i), in the case of a reduction in the work force as outlined in Article 24.01(a) (ii), the Employer will notify Employees who are to be laid off within that Centre twenty-one (21) calendar days prior to the layoff, and shall forward to the Association a copy of the notice of layoff forthwith.
 - (v) If the Employee laid off has not been provided the opportunity to work their regularly scheduled hours during the twenty-one (21) calendar days after notice of layoff, the Employee shall be paid in lieu of such work for that portion of the twenty-one (21) calendar days during which work was not made available.
 - (vi) The twenty-one (21) calendar days' notice shall not be required where layoff results from an act of God, fire, or flood. Where the layoff results from an act of God, fire or flood, the affected Employees shall receive pay for the days when work was not available up to a maximum of (21) calendar days pay in lieu of notice.
- (b) Wherever possible, notice of layoff will be delivered in person to an Employee in the presence of an Association representative if one is available on the day the Employer intends to issue such notice to affected Employees. If the Employer has been unable to reach an Employee by telephone for at least two (2) calendars days (excluding Saturdays, Sundays, and Paid Holidays) to schedule a meeting for the purposes of providing layoff notice it may serve notice of layoff by either registered letter or by courier, to the Employee's most current address on file. Layoff notices issued by registered letter or by courier shall be considered served effective the date of registration.
 - (c) If the Employer determines it is necessary to layoff an Employee while they are on Maternity or Parental leave of absence, Workers Compensation or absent due to illness or injury, they shall not be served with notice under this Article until they have advised the Employer of their readiness to return to work.

24.02 Layoff of Employees

- (a) The Employer reserves the right to determine where layoffs will occur. The Employer reserves the right to lay off Employees within a classification from a department within that

Centre subject to Article 24.02(b)

- (b) Subject to the provisions of Article 24.02(c), layoff shall occur in reverse order of seniority within a classification and/or department within that Centre.
- (c) The Employer will have the right to retain Employees who are qualified and capable of performing the remaining work who would otherwise be laid off when layoff in accordance with Article 24.02(b) would result in retaining Employees who are not qualified and capable of performing the work required.

24.03 Continuation of Collective Agreement provisions during layoff

- (a) Upon request of the Employee in writing, one (1) week prior to the date of layoff, the Employee may request the following options:
 - (i) continuation of the benefits they are enrolled in prior to the date of layoff, with the same cost sharing arrangements of premiums as was in place prior to the date of such layoff, for a period of one (1) month commencing on the date of layoff. The Employee must pay their share of premiums prior to being laid off;
 - (ii) in addition, if requested in writing, the Employee may continue benefits coverage for an additional period of eleven (11) months, subject to the rules and regulations under the existing group insurance policy, conditional upon the Employee making prior arrangements for the payment of the full cost of the premiums (Employee's and Employer's share) of those insured benefit plans the Employee was enrolled in, prior to the date of layoff.
 - (iii) If requested, in writing, an Employee's Pension contributions may be continued subject to the rules and regulations of the Pension Plan.
- (b)
 - (i) A laid off Employee shall continue to accrue sick leave service credits for future entitlement during the first (1st) month of layoff.
 - (ii) Commencing with the first day of layoff, the Employee shall cease to accrue all benefits and rights provided for in this Agreement with the exception of seniority, discipline, grievance and arbitration rights and rights under this Article which will continue during the period of layoff.
 - (iii) The Employee's increment date shall also be adjusted by the same amount of time as the layoff and the new increment date shall prevail thereafter. Employees will not be entitled to Paid Holidays with pay which may fall during the period of layoff.

24.04 Displacement

- (a)
 - (i) An Employee who has been given a layoff notice shall have up to five (5) days following the date of notice (excluding Saturdays, Sundays and Paid Holidays) to provide the Employer with written notification of their decision to displace the least senior Employee in the bargaining unit within the Centre with the same full-time equivalency (FTE) in the same classification providing they are qualified and capable of performing

the work and provided they have greater seniority.

- (ii) If such position- is not available, the Employee will displace the least senior Employee in the same classification with a lower FTE within that Centre, whose FTE is nearest to the Employee exercising displacement rights providing the Employee exercising displacement rights is qualified and capable of performing the work and provided they have greater seniority.
 - (iii) If displacement in the same classification is not available, the Employee will have the right to displace the least senior Employee within that Centre in a lower classification provided the Employee exercising displacement rights is qualified and capable of performing the work and provided they have greater seniority.
 - (iv) The Employer will identify the affected position and Employee pursuant to this clause and will advise the Employee being laid off of their displacement option.
 - (v) For the purposes of Article 24, "lower classification" will mean another classification in Article 24.02 with a lower pay range.
 - (vi) The effective date of such displacement shall be determined by the Employer.
- (b) (i) Wherever possible, notice of layoff as a result of displacement will be delivered in person to an Employee in the presence of an Association representative if one is available on the day the Employer intends to issue such notice to an affected Employee. If the Employer has been unable to reach an Employee by telephone for at least two (2) calendar days (excluding Saturdays, Sundays, and Paid Holidays) to schedule a meeting for the purposes of providing layoff notice as a result of displacement it may serve notice of layoff by either by double registered letter or by courier, to the Employee's most current address on file. Such layoff notices issued by registered letter or by courier shall be considered served effective the date of registration. Copies of all such layoff notices will be provided to the Association.
- (ii) An Employee who will be displaced pursuant to (b) above shall have up to two (2) days following the date of notice of being laid off (excluding Saturdays, Sundays and Paid Holidays) to provide the Employer with written notification of their decision to displace an Employee in accordance with the displacement methods specified in (a) above. The effective date of such displacement shall be as determined by the Employer.
- (c) An Employee who displaces into a position with a lower pay scale shall be placed on the step in the lower pay scale that is equivalent to their basic hourly rate of pay or the next higher step in the pay scale if no equivalent hourly rate is found. If such placement in the new scale is not possible the Employee shall be placed on the last step of the new scale.
- (d) An Employee who is laid off or is displaced and who does not have the opportunity to displace another Employee will be considered to be laid off and will be entitled to recall rights under Article 24.05 and all other applicable provisions pursuant to Article 24.
- (e) An Employee who exercises their displacement rights under this Article shall lose their recall rights and the provisions of Article 24 shall no longer apply.

- (f) Exercising displacement right under this Article will not result in a promotion.
- (g) Employees failing to exercise their displacement rights within the time limits stated above, will be laid off and placed on recall.
- (h) For the purposes of Article 24.04, "displacement" shall mean the movement of Employees between positions under the conditions outlined in Article 24.04 (a) or (b) as applicable.

24.05 Recall Rights

- (a) When increasing the work force, recall shall be carried out in order of seniority within that Centre provided the Employee has the ability to perform the available work. Vacancies within the Employee's Centre/satellite site shall be offered to Employees on recall who are qualified and capable to perform the available work on the basis of seniority within that Centre, provided the vacancy is in the same classification with the same or smaller FTE as the Employee's pre-layoff FTE within that Centre/satellite site.
- (b) The method of recall shall be by telephone and, if such is not possible, by courier or double registered letter sent to the Employee's last known place of residence in the Employer's records. The Employee so notified shall return to work as soon as possible but not later than five (5) working days following the date of the telephone call or the date the letter was registered.
- (c) Subject to Article 23.05 (b) and (d), if the Employee does not report within this five (5) working day period, or if in the case of a registered letter such registered letter is returned to the addressee (the Employer), the recall shall be deemed to have been carried out and henceforth such Employee shall be deemed to have voluntarily terminated their employment with the Employer.
- (d) Rights to recall shall continue until the Employee has been recalled to a regular position in their former classification such that her former regular work hours have been reinstated to at least 75% of their pre-layoff/displacement regular hours of work or upon the expiry of twelve (12) months following layoff, whichever occurs first. An Employee who refuses recall under this article shall be considered to have voluntarily terminated their employment.
- (e) If an Employee accepts a temporary assignment pursuant to this Article, then that Employee's period of recall rights shall be extended by the same duration as the temporary assignment.

24.06 Regular Vacancies

- (a) A laid off Employee may apply for a regular vacant position in any classification within that Centre, in the bargaining unit subject to the provisions of Article 12.
- (b) Pursuant to Article 24.06 (a), an Employee who accepts a position in a classification with a lower pay scale, shall be placed on the step in the lower pay scale that is equivalent to their basic hourly rate of pay at the time of their layoff or, on the next higher step in the pay scale if no equivalent hourly rate is found. If such placement on the new scale is not possible, the Employee shall be placed on the last step of the new scale. The Employee's increment date

will be adjusted by the same amount of time as the layoff and the new increment date will prevail after that.

- (c) An Employee who accepts a position under (a) above shall not be considered to be on layoff and the provisions of Article 24 will no longer apply to such Employee.

24.07 Reinstatement of Collective Agreement Provisions

An Employee who accepts a vacant position or who is recalled from layoff pursuant to this article will have their sick leave bank reinstated to the balance they had accrued prior to the date of layoff. The Employee's anniversary increment date, sick leave and vacation increment date shall be adjusted by the same amount of time as the layoff and the new increment date shall prevail thereafter. Where an Employee opted not to continue to participate in the Benefits program, pursuant to Article 24.03, such Employee's insured Benefits Plan and Pension Plan shall also be activated in accordance with the rules and regulations of these plans, where applicable.

24.08 Casual/Temporary Work

- (a)
 - (i) The Employer shall offer opportunities to laid off Employees for casual or temporary work in order of their seniority within that Centre before assigning the work to a part time Employee seeking additional hours or a casual Employee, providing the laid off Employee is qualified and capable of performing the work required.
 - (ii) An Employee who is performing temporary work pursuant to Article 24.08(a) shall not be eligible for subsequent temporary work opportunities during the period of temporary work. Upon conclusion of such period of temporary work, such Employee will become eligible for subsequent temporary work opportunities as they may arise thereafter.
- (b) A laid off Employee may refuse an offer of casual work without adversely affecting their recall status.
- (c) An Employee who accepts an offer of casual/temporary work shall be governed by the Collective Agreement provisions applicable to a casual/temporary Employee, however, such Employee's recall status and seniority standing upon recall shall not be affected by the period of casual/temporary employment.
- (d) For the purpose of this Article "Casual Work" shall mean: work as outlined in Article 1.02.
- (e) For the purpose of this Article "Temporary Work, shall mean: work as outlined in Article 1.07.

24.09 No new regular or temporary Employees will be hired while there are other Employees in the Centre on layoff or recall who are capable and qualified of performing the work required, until the Employer has determined such Employees on layoff would not be available.

24.10 (a) For the purposes of this Article, "qualified and capable of performing the work" shall be assessed by the Employer recognizing the need to provide a period of familiarization and orientation of the duties and responsibilities required of the position.

(b) An Employee who in the opinion of the Employer fails re-certification or is found to lack the ability to perform the work following the orientation or re-certification period shall be placed on recall status and the provisions of Articles 24.03, 24.05, 24.06, 24.07, 24.08, and 24.10 shall continue to apply henceforth. Such Employee will not be eligible to displace another Employee pursuant to Article 24.04.

24.11 The operation of this Article shall not be considered a violation of the provisions of Article 12.

24.12 For the purposes of Article 24, a classification shall be defined as set out in Appendix "A".

24.13 (a) An employee who has been laid off, or who has been informed in writing that their job has been abolished and elects to resign, shall be entitled to severance pay calculated at two (2) week per year of service to a maximum of fifty-two (52) weeks.

(b) All other than full time employees shall receive severance pay on a pro-rata basis recognizing one full year of service is equivalent to one thousand nine hundred and fifty (1950) hours.

ARTICLE 25 - NO STRIKE OR LOCKOUT

25.01 If an Employee shall engage in any illegal strike, slowdown, or stoppage of work during the life of this Collective Agreement, the Association shall instruct them to return to their work and perform their duties faithfully and resort to the Grievance Procedure established herein for the settlement of any complaint or grievance. If the Employee does not return immediately to work and perform their usual duties, they shall then be considered to have terminated their employment with the Employer.

25.02 The Association agrees that during the life of this Collective Agreement, it will not be involved in nor will it condone or authorize any slowdown, stoppage of work, picketing of the Employer's premises, refusal to perform work, or strike, and no Employee shall be involved in such action.

25.03 The Employer agrees that during the life of this Collective Agreement and/or while renewal is being negotiated, it will not sanction or authorize any lockout.

ARTICLE 26 - SALARIES

26.01 Employees shall move up one step on the pay range on the annual anniversary of their date of hire.

26.02 An Employee's anniversary date for the purpose of an annual increment shall not be changed as a result of a promotion.

26.03 Anniversary Increments for Part-time and Casual

Regular part-time, temporary part-time and casual Employees shall be entitled

to an increment on the completion of one-thousand, seven hundred and forty-eight (1748) regular hours worked, or one year whichever occurs later, up to the maximum increment level granted to full-time Employees in accordance with the salary schedule outlined in Appendix "A" of this Collective Agreement.

ARTICLE 27 - SHIFT AND WEEKEND DIFFERENTIALS

- 27.01 (a) A shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to an Employee on all hours of a shift where the majority of hours worked, excluding meal periods, falls within the period of 1500 to 0800 hours.
- (b) Shift differential shall be paid in addition to the overtime for overtime worked in conjunction with the shift worked in (a) above.
- 27.02 A weekend differential of **two dollars and twenty-five cents (\$2.25)** per hour shall be paid to an Employee working shifts on Saturdays and Sundays inclusive of overtime hours worked on Saturdays and Sundays.
- 27.03 Where applicable, shift differential and weekend differentials shall be stacked.
- 27.04 A weekend shall be between 0001 hours Saturday and 2400 hours Sunday.
- 27.05 Shift and weekend differentials shall not be considered part of the basic rate of pay.

ARTICLE 28 - RECOGNITION OF PREVIOUS EXPERIENCE

- 28.01 (a) Salary recognition shall be granted for work experience satisfactory to the Employer, (including experience in the private sector) provided not more than two (2) years have elapsed since such experience was obtained as outlined in 28.01(b) and 28.02 below:
- (b) The Employer may recognize work experience notwithstanding a break in service of more than two (2) years if the employee has fulfilled the licensing requirements of the employee's professional body to maintain standing in that profession.
- 28.02 Employees commencing employment who have previous experience acceptable to the Employer shall be placed on the salary range in accordance with the following:
- (a) Less than one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at step 1.
- (b) One (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at step 2.
- (c) Two (2) years of experience in the four (4) years immediately preceding the date of employment shall be placed on step 3.

Notwithstanding the above, the Employer reserves the right to exceed the above guidelines where it is deemed necessary.

Where previous experience has been obtained through recent service in other than full-time, recognition of such previous experience will be based on the number of hours paid. One (1) year experience will be recognized for each full year of recent service, according to the full-time hours for that classification as defined in Article 7.

ARTICLE 29 - ACTING ASSIGNMENTS

- 29.01 When the Employer requires an Employee to perform the duties of a higher paid classification for a temporary specified period for a full shift or longer, the Employee shall be advanced in the pay band of the higher paid classification to that step in the salary scale which is next higher than the current salary rate, for all hours worked in the higher classification.
- 29.02 Employees will not be paid the premiums set out in Article 27 on Paid Holidays, unless the Employee works on such days.
- 29.03 An Employee temporarily assigned to a higher paying non-unionized classification shall receive a premium of six percent (6%) or the minimum of the pay scale, whichever is greater, and shall continue to be covered by the terms and conditions of this Collective Agreement.

ARTICLE 30 - PROTECTIVE CLOTHING

- 30.01 When an Employee is required to wear lab coats or gowns in the course of their duties, it shall be the responsibility of the Employer to provide and launder such clothing.

ARTICLE 31 - HEALTH AND SAFETY

- 31.01 The parties to this Collective Agreement shall cooperate to the fullest extent in the matter of occupational health and safety and accident prevention. Required safety equipment and devices will be provided where necessary by the Employer.
- 31.02 (a) The Health and Safety Committee at each Centre shall be composed of Employer and Employee representatives, including at least one (1) representative from the bargaining unit who shall attend each Health and Safety Committee meeting or, in consultation with the Manager, designate another member in their place.
- (b) The Committee shall meet once every three (3) months or more frequently if requested, in writing, by a member of this Committee. Agenda items may be submitted prior to such meeting.

- (c) The purpose of this Committee is to consider matters involving occupational health and safety, accident prevention and security of Employees, exclusively.

31.03 Employee representatives shall not suffer any loss of pay for time spent in attendance at meetings of the health and Safety Committee.

31.04 The Employer will do everything possible to provide adequate security at the place of work for those Employees required to work at any time between the hours of 2200 hours and 0700 hours.

ARTICLE 32 - WORKLOAD

An Employee who believes that their workload is unsafe or consistently excessive shall discuss the problem with their immediate supervisor. If the problem is not resolved in such discussion, the Employee may refer the issue in writing to the **Business Partner, People, Culture and Performance** for further investigation. The Employee may also request a meeting between the Employee, Association, and **Business Partner, People, Culture and Performance**. The employee may also refer the issue to their supervisor's manager for resolution.

If the problem is not resolved in such discussion, matters of this nature may also be forwarded to the Labour Management Committee.

ARTICLE 33 - LABOUR MANAGEMENT COMMITTEE

33.01 A Labour - Management Committee shall be established for Regina Centre. The purpose of the Labour - Management Committee is to promote and to provide for effective and meaningful communications of information and ideas and to make recommendations on matters of mutual concern. Matters may be referred to the Committee by Employees or the Employer.

33.02 (a) The composition of the Labour - Management Committee will include (3) representatives for the Association which may include an Officer of the Association, and up to three (3) representatives for the Employer.

(b) Each party may have alternates to replace a member.

(c) HSAS will notify the Employer in writing of the names of the Committee members.

33.03 The Labour - Management Committee shall meet at mutually satisfactory times, but no less than once every three (3) months.

33.04 A representative of either party shall notify a representative of the other party in writing of its desire to meet, and such notice will include a list of the items it wishes to discuss. Within three

working days, the parties will agree on a meeting date and time. A written record shall be maintained of matters referred to the Labour - Management Committee and their recommended disposition (unless agreed to the contrary with respect to any problem). It is understood that there shall be no discussion of grievances at these meetings.

ARTICLE 34 - PAYMENT OF WAGES

- 34.01 Pay days will be as established by the Employer's payroll policy but in no event will Employees be paid less frequently than twice monthly.
- 34.02 Requests for payment of overtime, on-call, call-back, and premium pay for Paid Holidays shall be submitted for payment action no later than the first working day following the Sunday of the week in which the work for such payments was performed.
- 34.03 In the case of an Employer overpayment, the Employer shall notify the employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by recovering the overpayment over six (6) pay periods in equal instalment amounts.

ARTICLE 35 - MEAL ALLOWANCE

- 35.01 Allocations for meals for Employees on assignments that take them outside the city limits of Regina shall be as follows:

Breakfast	\$7.80
Lunch	\$11.20
Dinner	\$16.75

Allocations for meals for Employees traveling for corporate purposes shall be as per CBS Corporate policy.

ARTICLE 36 - GRIEVANCE PROCEDURE

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

The parties will endeavor to facilitate a quick handling of all matters involved in grievance and arbitration processes.

- 36.02 Complaint

It is the mutual desire of the parties hereto that complaints of Employees be adjusted as quickly as possible, and it is understood that an Employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with the immediate supervisor within ten (10) working days of the circumstances giving rise to it having occurred.

36.03 (a) Step 1:

Failing settlement of the matter within fourteen (14) calendar days of the matter being brought forward as a complaint; the Employee may file a written grievance to their immediate Supervisor through their Union representative. Such grievance shall be submitted within fourteen (14) calendar days of the date of the Supervisor's response to the complaint. The Supervisor shall have fourteen (14) calendar days after the grievance is made to respond in writing.

(b) Step 2:

Failing settlement of the matter at Step 1, the Union may refer the matter, in writing, to the **individual to whom the employee's out of scope immediate supervisor reports** or their designate within ten (10) working days of receiving the Supervisor's response. Either party may request a meeting to discuss the grievance. The **individual to whom the Employee's out of scope immediate supervisor reports** or their designate shall, within ten (10) working days after the matter has been submitted to them, respond in writing unless a meeting has been held in which case the response shall be within ten (10) working days following the meeting.

(c) Failing settlement of the matter at Step 2, the Union may refer the matter to arbitration within fifteen (15) working days of receipt of the **individual to whom the Employee's out of scope supervisor reports** or designates response.

36.04 (a) A complaint by the Employer against the Union may be treated as a grievance in the same way and to the same extent as a grievance by an Employee or the Union. In the case of an Employer grievance against the Union the matter shall be submitted as a grievance at Step 2 to the Union Representative in writing, within (14) working days of the occurrence or knowledge thereof.

(b) Failing settlement of the matter within ten (10) working days the matter may, within a further fifteen (15) working days, be submitted to arbitration in accordance with Article 37.

36.05 Failure by the party responding to a complaint or grievance to follow the procedure or meet the time limits shall permit the party pursuing the complaint or grievance to move it to the next Step but shall not cause the grievance to be lost.

36.06 Where a grievance/complaint is not escalated by the griever within the time limitations provided for in Article 36.03 and 36.04, the grievance shall be deemed abandoned and/or resolved.

OR

Should the Association fail to comply with any time limit set out in the grievance procedures in this Article, the grievance will be considered conceded and shall be abandoned unless the Parties have mutually agreed, in writing or by email, to extend the time limit.

36.07 Should the Employer fail to respond within the time limit set out in the grievance procedures in this Article, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limits unless the Parties have mutually agreed, in writing, to extend the time limit.

ARTICLE 37 - ARBITRATION

37.01 A grievance which has been properly carried through all the steps of the grievance procedure outlined in Article 36 above, and which has not been settled, will be referred to the Arbitration process at the written request of either of the parties hereto. The Arbitration process may involve a single arbitrator or an arbitration panel of three.

37.02 An Arbitration Panel shall be selected as follows:

- (a) Upon referral of a grievance to arbitration, the referring party shall name a nominee to sit on the Arbitration Panel.
- (b) Within ten (10) working days after receiving such notice the other party shall name a nominee to sit on the Arbitration Panel and notify the referring party, in writing, of the name of this person.
- (c) Within fifteen (15) working days, the nominees shall mutually select a third person to act as Chairperson of the Arbitration Panel and shall so notify the Union and the Employer in writing.
- (d) If either party fails to name a nominee, the other party may serve notice in writing that it intends to request the Deputy Minister of Labour to name that party's nominee and at the same time may make such request to the Deputy Minister.
- (e) If the nominees cannot agree on a person to act as Chairperson of the Arbitration Panel either of them may request the Minister of Labour to appoint a Chairperson.

37.03 Notwithstanding Article 37.02, the parties may agree to the use of a sole arbitrator instead of an Arbitration Panel. If the parties are unable to agree on an arbitrator, either party may request the Deputy Minister of Labour to appoint one and shall advise the other party of such request.

Where the parties are unable to agree on whether to use a single arbitrator or an arbitration panel, an arbitration panel shall be used.

- 37.04 Any decision of the Arbitration Panel or sole arbitrator shall be final and binding on the parties to this Collective Agreement.
- 37.05 An Arbitration Panel or sole arbitrator shall not have the power or authority to add to, delete from, amend, modify, render meaningless or render a decision inconsistent with the provisions of this Collective Agreement.
- 37.06 Each party shall be responsible for the fees and expenses, if any, of *its* nominee to the Arbitration Panel, but the fees and expenses of the Chairperson or sole arbitrator shall, be shared equally by the parties.
- 37.07 Any of the time limits herein contained in grievance and Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.
- 37.08 Arbitrators will have twenty-one (21) days after the hearings conclude to finalize an award and present it to the parties. An additional fourteen (14) days may be granted if required. Additional time may be allotted by mutual consent of the parties.

ARTICLE 38 - MEDIATION

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

ARTICLE 39 - EVALUATIONS AND PERSONNEL FILES

- 39.01 All performance evaluations shall be in writing/electronic form, and a final copy shall be made available to the Employee.
- 39.02 Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice which shall not be less than five (5) days. An Employee shall sign the performance evaluation for the sole purpose of indicating that they are aware of its contents and shall have the right to add comments to be attached thereto within ten (10) working days of the interview.

Provided the Employee requests in writing, the contents of their personnel file, or a copy thereof, shall be made available to the Employee at the time of evaluation.

- 39.03 An Employee's personnel file including their evaluation record shall be considered confidential and shall not be released by the Employer to any person, except a Board of Arbitration, or as required by law, without the written consent of the Employee.
- 39.04 By appointment made at least five (5) working days in advance, an Employee may view their personnel file in the presence of the Manager, Human Resources or designate twice each year. At

the employee's request the HSAS union rep may be present as well.

ARTICLE 40 - COPIES OF THE COLLECTIVE AGREEMENT

- 40.01 The Employer shall provide a copy of this Collective Agreement to each new Employee upon appointment.
- 40.02 The cost of printing of the Collective Agreement will be shared equally between Canadian Blood Services and the Health Sciences Association of Saskatchewan.

ARTICLE 41 - TECHNOLOGICAL CHANGE

- 41.01 The Employer agrees to take all reasonable steps so that no Employee shall lose employment because of technological change. Normal turnover of Employees to the extent that it arises during the period in which technological change occurs, shall be utilized to absorb Employees who otherwise would be displaced because of the technological change.
- 41.02 Should the Employer find it necessary to introduce technological change by altering methods or utilizing different equipment, and if such change will displace Employees in the bargaining unit, the Employer will notify the Association with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of the Employees so affected.
- 41.03 If the Employer introduces technological change which results in the displacement of an Employee, the Employer will endeavor to provide alternative employment acceptable to the Employee.
- 41.04 Where the alternate employment is in a lower paid classification, the Employee's salary shall be adjusted in the manner prescribed in Article 24 of this Collective Agreement.
- 41.05 Where alternate employment is not available or is not acceptable to the Employee, the Employer will give the Employee a minimum of six (6) weeks' notice or pay in lieu of notice of displacement.

ARTICLE 42 - NEW CLASSIFICATIONS

- 42.01 If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement or if a new classification is included in the bargaining unit by the Labour Relations Board, the Employer shall establish a position title and salary scale and give written notice of same to the Association.
- 42.02 If the Association fails to object, in writing, within thirty (30) calendar days of receipt of the notice from the Employer, the assigned position title and salary scale shall be considered as established.

- 42.03 If the Association objects to the position title and/or salary scale assigned by the Employer and, by negotiation, succeeds in effecting a change, the amended position title and/or salary scale shall be retroactive to the date the new classification was implemented.
- 42.04 Failing resolution of the difference by negotiation, the Association, within sixty (60) calendar days of receipt of the notice from the Employer, may refer the matter to Arbitration.
- 42.05 Classification Review
- (a) An Employee may request an audit of their job duties if they feel that their job duties have changed substantially. Such request will be submitted in writing to the Manager, Human Resources for their consideration and review.
 - (b) The Employer shall notify the Employee and Association of the Employer's position within sixty (60) days of such request.
 - (c) An Employer-initiated down-grading in classification shall constitute a layoff pursuant to Article 24.

ARTICLE 43 - DISCIPLINE AND DISCHARGE

- 43.01 (a) Except for the discharge of an Employee serving a probationary period, there shall be no discharge or discipline except for just cause. The Employer may discharge an Employee for just cause. An Employee so disciplined or discharged shall have recourse to the grievance and arbitration procedures as provided for in this Collective Agreement. An Employee discharged for just cause shall receive from the Employer, in writing, within twenty-four (24) hours of discharge, the reason(s) for the discharge and a copy of this letter shall be sent to the Association within five (5) calendar days.
- (b) Discharge of a probationary employee shall not be for reasons that are arbitrary, discriminatory or in bad faith.
 - (c) During a preliminary investigation or during a discipline meeting, an Employee shall have the right to be accompanied by a representative of the Association. The Employee and the Association shall be given twenty-four (24) hours advance notice of such meetings and the reason for the meetings. The twenty-four (24) notice period may be lessened or extended by mutual agreement by the Parties.
- 43.02 Subject to Article 43.01(b), unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of this letter shall be sent to the Association within five (5) calendar days. The written warning shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period should the Employee's performance so warrant.

- 43.03 Subject to Article 43.01 (b), an Employee who has been suspended shall receive from the Employer, in writing, the record of and the reason(s) for suspension. A copy of this letter shall be sent to the Association within five (5) calendar days.
- 43.04 Documentation of disciplinary action shall be removed from the Employee's file provided there has been no further discipline of a similar nature rendered within two (2) years of the initial discipline.
- 43.05 Any written documents pertaining to disciplinary action or dismissal shall be removed from the Employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 43.06 An Employee who is dismissed or resigns shall receive their termination entitlements within two (2) weeks as per Labour Standards Act.

ARTICLE 44 - TRAVEL/ TRANSPORTATION

- 44.01 When an Employee, at the request of the Employer, drives a motor vehicle other than a motor vehicle supplied by the Employer, a transportation allowance shall be paid from the Centre to the designated location and return. The allowance shall be in accordance with prevailing Canadian Blood Services policy and rates.
- 44.02 When an Employee is required by the Employer to travel for employment purposes that is related to the national/centre operations of Canadian Blood Services, they shall be reimbursed for meal expenses and kilometrage, for all reasonable expenses, and for accommodations authorized by the Employer at the prevailing CBS Head Office rates.
- 44.03 Upon request from either an Employee or the Union, the Employer shall make available Canadian Blood Services policy and rates related to transportation allowance as amended from time to time.**

ARTICLE 45 - JOB DESCRIPTIONS

- 45.01 Copies of current job descriptions shall be on hand within the appropriate department(s) and shall be available to each Employee upon request.
- 45.02 Upon request in writing initiated by the Association, the Employer will provide the Association with a copy of a job description for any classification in the bargaining unit.

ARTICLE 46 - TRAINING ASSIGNMENT

- 46.01 (a) Employees who are assigned to conduct training as outlined in the ISTP program specifically for

the purpose of certification of new hires, retraining or recertification, shall receive a premium of **one dollar (\$1.00)** per hour for each hour or part thereof spent training.

- (b) The above premium shall only apply to employees who have been ISTP certified and to instruct and authorized to sign off on competencies.
- (c) The above premium shall not apply to employees whose job duties/classification includes training duties.

ARTICLE 47 - PROFESSIONAL FEES

47.01 For regulated professions, the Employer shall reimburse **an employee for the annual associated professional licensing fees that Employees are required to pay by either statute or the Employer. The maximum reimbursement shall be one hundred percent (100%) of the current early registration payment.** The reimbursement shall be payable at the beginning of the month that the license is due.

For the purposes of implementation, this provision will be effective October 1, 2009.

Employees will be entitled to this provision upon completion of seven hundred and eight three (783) regular hours with the employer to be entitled to payment under this Article.

ARTICLE 48 - TERM OF COLLECTIVE AGREEMENT

48.01 This agreement shall be in effect from **March 1, 2017** and shall remain in force until **March 31, 2022** and thereafter from year to year; however, either party may, not less than **60** days or more than **120** days before the expiry date of this collective bargaining agreement give notice in writing to terminate the agreement or to negotiate a revision of the agreement.

48.02 (a) Employees on staff at the date of the signing of this Agreement will receive a retroactive increase in salary as applicable in accordance with Appendix A. Such retroactivity will apply to all paid hours earned during such period.

(b) Employees who have terminated their employment between **February 28, 2017** and the date of signing this agreement shall be entitled to retroactivity. The Employer shall pay the retroactive wages within ninety (90) days following ratification to the employees last known address.

(c) This article will not apply to those employees who were discharged for cause, such employees having no right to retroactivity provided herein.

48.03 The parties agree that all changes to the Collective Agreement as negotiated by the Parties will take effect as of the date of Ratification by both Parties of the Memorandum of Settlement, or as otherwise stated in this Collective Agreement.

APPENDIX "A" - WAGES/ WAGE SCHEDULE

A general wage increase to all rates and all ranges shall be implemented for the classifications included in Appendix "A" according to the following effective dates:

March 01, 2017 to March 31, 2018 = 0%
 April 01, 2018 to March 31, 2019 = 0%
 April 01, 2019 to March 31 2020 = 1%
 April 01, 2020 to March 31 2021 = 2%
 April 01, 2021 to March 31, 2022 = 2%

Increase	0%	0%	1%	2%	2%
Classification	2017-03-01	2018-04-01	2019-04-01	2020-04-01	2021-04-01
Tech II					
Step 1	34.58	34.58	34.93	35.63	36.34
Step 2	35.78	35.78	36.14	36.86	37.60
Step 3	37.02	37.02	37.39	38.14	38.90
Tech IIB/Technical Specialist					
Step 1	39.17	39.17	39.56	40.35	41.16
Step 2	40.55	40.55	40.96	41.78	42.62
Step 3	41.99	41.99	42.41	43.26	44.13
BioMed Tech					
Step 1	36.28	36.28	36.64	37.37	38.12
Step 2	37.54	37.54	37.92	38.68	39.45
Step 3	38.86	38.86	39.25	40.04	40.84

IN WITNESS WHEREOF, the parties have executed this agreement on the date here under indicated by affixing hereto the signatures of their proper Officers in that behalf:

Agreement signed this 20th day of September, 2021

On behalf of Canadian Blood Services

Andrew Pateman

 Spence

On Behalf of Health Sciences Association
of Saskatchewan

MEMORANDUM OF UNDERSTANDING RE: CANADIAN BLOOD SERVICES UNIVERSAL BENEFITS PLAN

WITHOUT PREJUDICE OR PRECEDENT

Whereas the parties have created and maintain a Universal Benefits Plan which would apply to all eligible employees at Canadian Blood Services, the Parties hereby agree that:

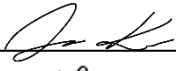
1. All eligible employees represented by the Union shall participate in the Universal Benefits Plan. Eligibility to participate in the benefits plan shall continue to be in accordance with the Collective Agreement.
2. The Universal Benefits Plan, as described in the attached plan summary, shall replace the benefit entitlements as described in the Article 19 - Benefits of the Collective Agreement.
3. Other than full time Employees' eligibility for participation in the Universal benefits Plan shall continue as per their current eligibility for participation under the Collective Agreement.
4. The levels of coverage of the Universal Benefits Plan shall not be reduced from those levels in effect as of the date of signing of this Memorandum of Understanding.
5. The Employer shall make any future enhancements to the Universal Benefits Plan at its sole discretion.
6. 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 19 of the Collective Agreement. The parties would then be free to negotiate levels of benefit coverage; after which time this Memorandum of Understanding shall be null and void. The level of benefits provided under the Universal Benefits Plan shall remain in effect for the duration of this Collective Agreement, the aforementioned notice period and during the negotiation period for a renewal Collective Agreement.

For the Purposes of this Memorandum of Understanding:

- The "Employer" shall mean Canadian Blood Services, Regina, Saskatchewan
- The "Union" shall mean Health Sciences Association of Saskatchewan "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, Saskatchewan, and the Health Sciences Association of Saskatchewan

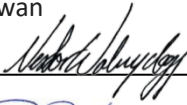
Signed this 20th day of September, 2021


On behalf of Canadian Blood Services




Spence

On Behalf of Health Sciences Association
of Saskatchewan







Canadian Blood Services Universal Benefits Plan

Plan Feature	
Retirement Division	<ul style="list-style-type: none"> as per the current retirement division
Major Medical	
Premium Cost Sharing	<ul style="list-style-type: none"> as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> full-time: 1st of the month following date of hire part-time: as per the Collective Agreement
Participation Basis	<ul style="list-style-type: none"> employee coverage: compulsory (except for opting out provisions as set out in the benefits contract) dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> as per the Collective Agreement
Deductible	<ul style="list-style-type: none"> \$15 single/\$25 family deductible for drug expenses nil for all other expenses
Combined Maximum	<ul style="list-style-type: none"> unlimited
Coinsurance <ul style="list-style-type: none"> Drugs Hospital Vision Other Eligible Expenses 	<ul style="list-style-type: none"> 100% 100% 100% 80% professional and paramedical services 100% for all other expenses
<ul style="list-style-type: none"> Drug Features 	<ul style="list-style-type: none"> drugs available only by prescription (plus certain life-sustaining drugs that do not legally require a prescription) with a valid Drug Identification Number (DIN) pay direct drug card includes claims management features such as, dynamic maintenance, generic drug substitution, and reasonable and customary pharmacy mark-up and dispensing fee maximums by province
<ul style="list-style-type: none"> Hospital Room 	<ul style="list-style-type: none"> private
<ul style="list-style-type: none"> Nursing Care 	<ul style="list-style-type: none"> max \$25,000 per person every 3 years
<ul style="list-style-type: none"> Paramedical Acupuncture Chiropractor Osteopath Naturopath Podiatrist Speech Therapist Massage Therapist Acupuncture (performed by physician) Physiotherapist Psychologist/Social Worker/Psychotherapist 	<ul style="list-style-type: none"> 80% paramedical services to applicable maximum max of \$500 per person per year max of \$500 per person per year max of \$500 per person per year* max of \$500 per person per year* max of \$500 per person per year* max of \$500 per person per year max of \$500 per person per year n/a max of \$500 per person per year max of \$1500 per person per year

Canadian Blood Services Universal Benefits Plan

Plan Feature	
<ul style="list-style-type: none"> • Vision Care 	<ul style="list-style-type: none"> • max of \$250 per person in any 24 consecutive months (frames, lenses, laser) • one eye exam every 2 calendar years (reasonable and customary costs)
<ul style="list-style-type: none"> • Hearing Aids 	<ul style="list-style-type: none"> • max of \$300 per person in any 5 consecutive calendar years
<ul style="list-style-type: none"> • Other 	<ul style="list-style-type: none"> • nursing home accommodation – max \$20 a day • ambulance services to and from the nearest appropriate medical care • medical supplies and services to specified maximums • accidental dental treatment within 6 months of the accident • extra care (wigs or hairpieces up to \$500 lifetime per person)
<ul style="list-style-type: none"> • Emergency Out-of-Country 	<ul style="list-style-type: none"> • emergency medical services • referral treatment • max of \$1 million lifetime per person
<ul style="list-style-type: none"> • Travel Assistance 	<ul style="list-style-type: none"> • Included
* Less any amount paid by the government plan	
Dental	
Premium Cost Sharing	<ul style="list-style-type: none"> • as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> • same as Major Medical
Participation Basis	<ul style="list-style-type: none"> • same as Major Medical
Required Number of Hours	<ul style="list-style-type: none"> • same as Major Medical
Dental Fee Guide	<ul style="list-style-type: none"> • current in province of residence
Deductibles	
Single	<ul style="list-style-type: none"> • nil
Family	<ul style="list-style-type: none"> • nil
Coinsurance	
• Part I Preventive	<ul style="list-style-type: none"> • 100%
• Minor Restorative	<ul style="list-style-type: none"> • 100%
• Part II Major Restorative	<ul style="list-style-type: none"> • 50%
• Part III Orthodontic	<ul style="list-style-type: none"> • 50% (Eligible Dependent Children only)
Orthodontic Dependent Children Age Basis	<ul style="list-style-type: none"> • under 19 years old
Benefit Maximum	<ul style="list-style-type: none"> • Part I – unlimited • Part II - \$1,500/year • Part III - \$2,500 lifetime
Recall Exam	<ul style="list-style-type: none"> • 6 months
X-Rays	<ul style="list-style-type: none"> • bitewing – once every 6 months • full mouth – once every 24 months

Canadian Blood Services Universal Benefits Plan

Plan Feature	
Long Term Disability	
Premium Cost Sharing	<ul style="list-style-type: none"> as per the Collective Agreement
Plan Feature	
Waiting Period	<ul style="list-style-type: none"> same as Major Medical
Participation Basis	<ul style="list-style-type: none"> employee coverage: compulsory dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> less than 4 years of service: 66 2/3% of pre disability earnings 4 years of service or more: 75% of pre-disability earnings
Maximum Benefit	<ul style="list-style-type: none"> \$15,000 a month without Evidence of Insurability, \$23,000 a month with satisfactory Evidence of Insurability as per Manulife.
Qualifying Period	<ul style="list-style-type: none"> 15 weeks or expiration of sick leave credits whichever is greater
All Source Maximum	<ul style="list-style-type: none"> 80% of gross pre-disability earnings
Definition of Disability	<ul style="list-style-type: none"> 2 years own occupation
Indexation of Benefits	<ul style="list-style-type: none"> no
Pre-existing Condition Clause	<ul style="list-style-type: none"> yes
Basic Life Insurance	
Premium Cost Sharing	<ul style="list-style-type: none"> as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> same as Major Medical
Participation Basis	<ul style="list-style-type: none"> employee coverage: compulsory dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Reduction Formula	<ul style="list-style-type: none"> employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
Maximum Benefit	<ul style="list-style-type: none"> without evidence: \$600,000 with evidence: \$1,000,000 combined maximums with Optional Life
Optional Life Insurance	
Premium Cost Sharing	<ul style="list-style-type: none"> as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> same as Major Medical

Canadian Blood Services Universal Benefits Plan

Plan Feature	
Participation Basis	<ul style="list-style-type: none"> employee coverage: not compulsory dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> 1x or 2x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Maximum Benefit	<ul style="list-style-type: none"> without evidence: \$600,000 with evidence: \$1,000,000 combined maximums with Basic Life
Dependent Life	
Premium Cost Sharing	<ul style="list-style-type: none"> as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> same as Major Medical
Participation Basis	<ul style="list-style-type: none"> employee coverage: not applicable dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> Spouse: \$5,000 Each Eligible Child: \$2,000
Basic Accidental Death & Dismemberment (AD&D)	
Premium Cost Sharing	<ul style="list-style-type: none"> as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> same as Major Medical
Participation Basis	<ul style="list-style-type: none"> employee coverage: compulsory dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Reduction Formula	<ul style="list-style-type: none"> employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
Voluntary AD&D	
Premium Cost Sharing	<ul style="list-style-type: none"> as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> same as Major Medical
Participation Basis	<ul style="list-style-type: none"> employee coverage: not compulsory dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> same as Major Medical
Benefit Formula	
<ul style="list-style-type: none"> Employee Coverage 	<ul style="list-style-type: none"> units of \$10,000 to maximum of \$500,000

Canadian Blood Services Universal Benefits Plan

Plan Feature	
<ul style="list-style-type: none">• Family Coverage	<ul style="list-style-type: none">• spouse, no children: 50% of employee coverage• spouse and eligible children: 40% of employee coverage for spouse & 10% for each child• eligible children only: 15% of employee coverage for each eligible child

Effective October 1, 2018

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


MEMORANDUM OF UNDERSTANDING RE: JOB SHARING

Employees may request a "job-share" arrangement. Following such request, the Parties and the Employees will enter into discussions of job share arrangement terms.

It is understood that terms of a "job-share" arrangement will be mutually agreed upon between the Association, Employees, and the Employer. The terms and conditions shall be confirmed in a written agreement and signed by the Employer, the Employees, and the Association.

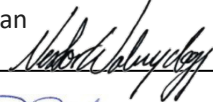
Signed this 20th day of September, 2021


On behalf of Canadian Blood Services




Spence

On Behalf of Health Sciences Association
of Saskatchewan







MEMORANDUM OF UNDERSTANDING RE: SEVERANCE PROVISIONS

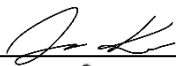
All employees on staff at the date of certification shall be covered by the severance provisions available to them prior to the date of certification and the provisions of Article 24 shall not apply, with the exception of Articles 24.02 a, b &c.

For greater clarity, the severance provisions available to them prior to the date of certification are that severance pay will be paid in addition to the statutory notice period and is calculated as three (3) weeks for every year of service to a maximum of seventy (70) weeks. Prorated calculations will be used for partial years of service. Severance pay will be in the form of a lump-sum payment, less any and all applicable statutory deductions.

Any employee in the Regina site hired on or after the date of certification shall be entitled to the provisions outlined in Article 24.

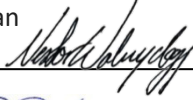
Signed this 20th day of September, 2021



On behalf of Canadian Blood Services



Spence

On Behalf of Health Sciences Association
of Saskatchewan



MEMORANDUM OF UNDERSTANDING RE: COMPRESSED WORKWEEK

The Employer and the Union agree to implement a schedule that compresses the number of regular work days for employees. The parties acknowledge that the following terms and conditions will work in conjunction with and/or supersede related collective agreement provisions, where applicable.

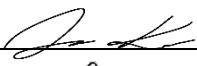
1. Full-time employees will be assigned a schedule that compresses their number of regular work days, thereby providing them with an additional unpaid day off during each four- week period. Regular hours of work shall be normally 7.895 hours per day (or 7 hours and 53.7 minutes). Employees shall therefore be normally scheduled for nineteen days of work for each four (4) week pay period.
2. Part-time employees will be assigned a schedule that compresses their number of regular work days, thereby providing employees with an additional unpaid day off during each reference period of no greater than eight (8) weeks. This additional unpaid day off will be created by enhancing each pre-implementation shift of 7.5 hours by 23.7 minutes (to a total of 7 hours and 53.7 minutes), or a prorated portion of this amount for shifts less than 7.5 hours in length (i.e. a 'pre-pilot' shift of 4 hours would be enhanced to 4.21 hours or 4 hours and 12.6 minutes).
3. It is understood by the parties that there is no intention for any employee to lose nor gain guaranteed regular hours due to the implementation of this compressed workweek arrangement (i.e. cost neutral). It is understood however that the compressed workweek arrangement will result in some variation in an employee's bi- weekly schedule and compensation, due to the re-allocation of hours across the applicable reference period (i.e. 4 weeks or as applicable). An employee therefore may not achieve their guarantee of hours within each pay period but will do so within the applicable averaging/reference period.
4. All provisions of the collective agreement will remain unchanged, except where noted in this memorandum and except to acknowledge that all current references to 7.5 hours (for the purposes of daily hours and applicable premium/overtime thresholds) shall be deemed changed to 7.895 hours (or 7 hours and 53.7 minutes). Such adjustments shall apply throughout the collective agreement and will impact all relevant articles, including but not limited Articles 7.01, 7.02b, 9.01, 9.02, 15.05, etc.
5. Total accrual and entitlement hours for vacation, sick leave, and each other individual paid leave (i.e. bereavement, serious illness leave, etc.) shall neither increase nor decrease due to the implementation of this memorandum/initiative. This thus implies, for example, that where an employee is currently eligible for a total of five (5) days of paid leave per year, maximum compensation shall not exceed 37.5 hours (5 days at 7.5hrs/day). Noting that five (5) 7.895-hour days on a compressed schedule would exceed this total, it is understood that any additional time off required to provide an employee with a full shift and/or full leave shall be at no cost to the employer (i.e. in the above example, an individual might take off four (4) full 7.895 hours. They would then only be left with 5 hrs 55 minutes. To take (5) full days off, they might apply for leave without pay for the remaining time.
6. Where mutually agreed between the employer and the employee, and subject to operational

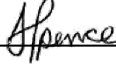
considerations, a scheduled 'additional unpaid day off may be moved to an alternate day within the applicable reference period (i.e. 4 weeks or as applicable).

7. In exceptional circumstances, the employer and employee may mutually agree to bank or defer up to one (1) additional unpaid day off. Where such banking is agreed to, this 'banked' day shall be scheduled during the following reference period.
8. It is understood that no premiums, overtime payments and/or top up payments will apply nor be incurred due to the deferral and/or banking arrangements contemplated in #5 or #6.
9. The parties acknowledge that there may be employees who do not want their regular work schedule to be compressed as contemplated in this memorandum. Employees wishing to be excluded may apply in writing to the employer. At its discretion, the employer may approve or disapprove such requests. It is however understood that the change to the daily overtime threshold referenced in #4 will not apply to non-participating members and the provisions of Article 9.01 will apply.
10. Where an employee has opted not to participate as per #9, such exclusion will remain in effect indefinitely (for the duration of their position assignment) unless otherwise approved by the employer.
11. This memorandum will remain in effect for the duration of the current collective agreement (February 29, 2012 - February 28, 2017) or unless otherwise agreed to by the parties.

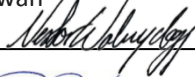
Signed this 20th day of September, 2021


On behalf of Canadian Blood Services






On Behalf of Health Sciences Association
of Saskatchewan








LETTER OF UNDERSTANDING RE: PRE-AUTHORIZED PAYMENT FOR PENSION AND BENEFITS

The parties agree that, notwithstanding the provisions set out in the Collective Agreement, the Employer has instituted a system of automatic bank withdrawal for payment of the Employee's required pension contributions and benefits premiums during an employee's leave of absence.

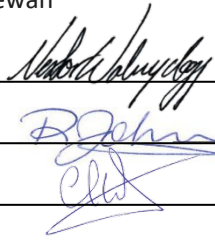
Employees continuing benefits coverage or pension contributions during a leave of absence shall make payments by authorizing the Employer to make the required deductions from the Employee's bank account.

Signed this 20th day of September, 2021

On behalf of Canadian Blood Services



On Behalf of Health Sciences Association of Saskatchewan



**LETTER OF UNDERSTANDING RE: LEAVES OF ABSENCE AS PROVIDED IN THE
SASKATCHEWAN EMPLOYMENT ACT**

The Employer recognizes its obligations of assisting Employees by providing access to the various unpaid leaves of absence in accordance with Part II, Division Ii, Subdivision II of the **Saskatchewan Employment Act**.

Signed this 20th day of September, 2021

On behalf of Canadian Blood Services

On Behalf of Health Sciences Association
of Saskatchewan

