

COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN BLOOD SERVICES
HALIFAX CENTRE**

(hereinafter referred to as the “Employer”)

- AND -

**NOVA SCOTIA GOVERNMENT AND GENERAL
EMPLOYEES UNION**

(hereinafter referred to as the “Union”)

Term of Agreement: January 1, 2008 to December 31, 2011

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Article 1 - Purpose

The general purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the parties to provide for an on-going means of communication between the Union and the Employer for the purpose of discussing matters of mutual interest; to set forth mutually satisfactory wages and other working conditions, and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration or alleged violation of the Agreement.

Article 2 - Definitions

As used in this Agreement:

- *2.01 (a) An employee shall mean any person identified in this Agreement, including Laboratory Assistant, Laboratory Technologist, Senior Laboratory Technologist, Charge Technologist, Biomedical Technologist, Equipment Specialist, Staff Development Officer, and Laboratory Secretary.
- (b) The Employer shall mean the Canadian Blood Services, Halifax Centre.
- (c) Other than regular full-time employees are described in Article 30 of this Agreement.
- (d) A regular full-time employee is one who is employed for an indefinite period of time to work the prescribed hours as specified in Article 19.01 of this Collective Agreement.
- (e) A regular part-time employee is one who is employed for an indefinite period of time to work hours which are other than those prescribed in Article 19.01.
- (f) A temporary employee is one who occupies a full time or part-time temporary position for a fixed or limited term of not more than eighteen (18) months (except where extended by mutual agreement between the Employer and the Union) but is not a regular employee. A temporary position is intended for staffing of short term projects and interim staffing relief during periods such as the absences of employees or for unexpected and temporary changes in workload.

- (g) Union shall mean the Nova Scotia Government and General Employees Union.
- (h) A casual employee is one who is employed on a casual and intermittent basis and who is not regularly scheduled in advance except when filling in for short term sick leave of not more than twenty (20) consecutive working days.

2.02 The feminine gender shall mean and include the masculine and similarly the singular shall include the plural and vice versa, as applicable.

Article 3 - Recognition

- 3.01 The Employer recognizes the Union as the sole bargaining agent of NSGEU of the Canadian Blood Services, Halifax Centre.
- 3.02 Representatives of the Union not on the Employer's payroll shall have the opportunity to enter the Employer's premises during working hours to meet with bargaining unit members. Such Union representative shall first request permission from the Employer's designated representative, and such permission shall not be unreasonably denied.
- 3.03 The parties agree that the Manager and/or designate, shall not be permitted to work on any job covered by this Collective Agreement (except to maintain competency and certification as required by the regulating body), or an emergency situation that, in itself, will not reduce the hours of work or rate of pay of any employee covered by this Collective Agreement. This is not intended to include tasks currently shared between the Manager and the staff.
- 3.04 The benefits contained herein may be waived only by written agreement of the Employer and the Union. No employee shall be required or permitted to make any written or verbal agreement with the Employer, its representatives or supervisor which is contrary to the terms of this Agreement.

Article 4 - Management Rights

4.01 Management Rights

The management and direction of employees and operations is vested exclusively in the Employer. All the functions, rights, power and authority

which the Employer has not specifically abridged, deleted or modified by this Agreement are recognized by the Union as being retained by the Employer.

4.02 Consistent Application

The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

Article 5 - No Discrimination

5.01 The Employer and the Union agree that there shall be no discrimination, by either party, with respect to any employee by reason of age, sex, sexual orientation, family and marital status, source of income, race, creed, colour, political or religious belief, affiliation or activity, an irrational fear of contracting an illness or disease, physical or mental disability, unless the disability reasonably precludes performance of the particular employment or activity, or ethnic, national or aboriginal origin, or association with other individuals or class as referred to in this Article; in accordance with and subject to the guidelines as set out in the provincial Human Rights Act. The Employer further agrees that no employee shall be discriminated against by reason of her membership or non-membership in the Union, or activities on behalf of the Union.

5.02 Personal and Sexual Harassment

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

Article 6 - Strikes / Lockouts

6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of operations of this Agreement. "Strike" and "Lockout" shall be as defined in the Trade Union Act for the Province of Nova Scotia.

Article 7 - Union Security

7.01 The Employer will deduct from each employee in the bargaining unit an amount equal to the regular monthly dues designated by the Union. The amount of the regular monthly dues shall be as communicated to the Employer, in writing, by the Director of Finance of the Union from time to time. The amounts so deducted shall be remitted by the Employer to the Union's Director of Finance no later than the 15th of the month following the month in which deductions were made.

7.02 The Union agrees to be accountable for and to indemnify the Employer with respect to any claim made against the Employer by an employee or any group of employees arising out of the deduction of Union dues as herein provided.

***7.03 Orientating New Employees**

During her orientation with the Employer, a new employee will be advised that she is entitled to a fifteen (15) minute orientation meeting with a representative of the Local, within regular working hours. Such meeting shall be arranged on site during the first thirty (30) calendar days of employment, at a time convenient to the Employer.

Article 8 - Representation and Committees

8.01 Union Stewards / Representation of Employees

(a) The Employer agrees to recognize Union Stewards elected or appointed from amongst employees in the bargaining unit, for the purpose of handling grievances as provided for in this Collective Agreement.

(b) Union Stewards have their regular duties and responsibilities as employees to perform and shall not leave their regular duties without first requesting permission from their immediate supervisor or individual designated by the Employer. Such permission shall not be unreasonably withheld. A Union Steward shall suffer no loss of regular earnings for time spent in performing her duties during her regularly scheduled work time.

8.02 Labour / Management Committee

- (a) The Employer and the Union recognize the importance of a Labour / Management Committee to promote effective and meaningful communication of information and ideas and to discuss matters of mutual concern which are not currently the subject of a grievance or contract negotiations. Matters may be referred to the Committee by representatives of the employees or the Employer.
- (b) The Committee shall be composed of up to three (3) employee representatives of the bargaining unit except for special mutually agreed circumstances. The Committee may have alternates to replace a member from time to time. The parties agree that there shall be equal representation from the bargaining unit and from management on this Committee unless mutually agreed otherwise.
- (c) Either the Employer or the Union may invite participation by persons external to the Committee upon prior discussion and approval by both parties.
- (d) The Employer shall make every effort to schedule meetings of the Labour/ Management Committee on a quarterly basis, or as mutually agreed by both parties. Each party shall submit proposed agenda items in advance and where reasonable, three (3) calendar weeks prior to the meeting.
- (e) Special meetings of the Labour / Management Committee may be held at the call of either party, and with the concurrence of the other party, in order to discuss matters of serious concern.
- (f) All regular and special meetings will be held during normal working hours.

8.03 Negotiating Committee

- (a) The Employer recognizes a Union Negotiating Committee composed of two (2) employees from the bargaining unit. The purpose of this Committee is to negotiate with the Management Negotiating Committee, the Collective Agreement and renewals thereof.
- (b) The Employer agrees that the members of the Union Negotiating Committee shall suffer no loss of earnings for time spent during their

regular scheduled working hours in attending negotiation meetings with the Management Negotiating Committee up to and including conciliation and mediation; provided that the employee has first obtained permission from her Manager or designate to leave her work station or assigned duties. Such permission will not be unreasonably withheld.

- (c) At the Union's discretion and subject to operational requirement, the Employer will recognize one (1) additional employee from the bargaining unit to attend at contract negotiations. The employee shall be paid for such time by the Employer, however the Union shall promptly reimburse the Employer the cost of wages and benefits for such employee.

8.04 Joint Occupational Health & Safety Committee

- (a) It is the responsibility of the Employer to provide a safe and healthy working environment for all of its employees and it is incumbent upon the Employer and the employees to ensure that such an environment is maintained at all times. The Union and the Employer agree to cooperate in improving rules and practices to ensure a safe working environment.
- (b) The Employer will continue the operation of the Workplace Health and Safety Committee and to provide employees access to the Employer's Health and Safety Policy and Procedures Manual.
- (c) The Employer shall recognize at least one (1) employee from the bargaining unit to represent the employees on the Joint Occupational Health and Safety Committee.
- (d) The Employer, the Union, and the employees recognize they are bound by the provisions of the Occupational Health and Safety Act of Nova Scotia.

8.05 Union Representatives not on the Employer's Payroll

A representative of the Union who is not on the Employer's payroll shall have the opportunity, where appropriate, to attend at an Occupational Health and Safety Committee meeting. Such Union representative shall first request permission from the Employer's designated representative and such permission shall not be unreasonably withheld.

8.06 Advising Employer of Committee Members

The Union shall inform the Employer, in writing, of the names of the elected or appointed Union Stewards and Committee members and their alternates.

Article 9 - Right to Representation

- 9.01 An employee shall have the right to request the presence of a Union Steward in any meeting to which the employee is called by the Employer which may result in disciplinary action, or during any stage of the grievance procedure.
- 9.02 An employee shall have the right to have a Union Steward or other Union representative present at any meeting involving discipline more serious than a verbal warning; or beginning at Step 1 of the Grievance Procedure.

Article 10 - Grievance Procedure

10.01 Grievance Defined

For the purposes of this Agreement, a grievance is defined as the difference arising between the parties, relating to the interpretation, application, and administration of this Agreement, or where an allegation is made that the Agreement has been violated.

10.02 Complaint Stage

- (a) It is the mutual desire of the parties that complaints of employees should be addressed as quickly as possible. The employee(s) shall first give the Manager or her designate the opportunity to address her complaint.
- (b) Such complaint shall be discussed by the employee(s) with the Manager or her designate, within ten (10) working days after the circumstances giving rise to the alleged grievance occurred.
- (c) Failing settlement within five (5) working days, the employee may convert her complaint into a written grievance in the following manner and sequence. The employee(s) may have a Steward present at Step 1 and/or Step 2 if so desired.

10.03 **Step 1**

If the employee(s) or the Union is not satisfied with the decision of the Manager or designate, the employee(s) may within ten (10) working days of having received the answer, present the grievance in writing to the Manager or her designate. The written grievance shall contain reference to the Article and/or Clauses in the Agreement which are alleged to have caused the grievance, and the redress sought. The Manager or designate, shall render a decision in writing within five (5) working days following the day on which the grievance was received. If this decision is unsatisfactory to the employees(s), she/they may proceed to Step 2. With mutual agreement a meeting may be convened during these five (5) working days.

Step 2

Within five (5) working days following the decision in Step 1, the employee(s) may submit the grievance in writing to the Centre Director or designate, who shall reply in writing to the grievor(s) within ten (10) working days following submission of the grievance. During these ten (10) working days, either party may request a meeting to discuss the grievance.

Step 3

If the decision of the Centre Director is unsatisfactory to the grievor(s), it may be referred to Arbitration under Article 11 of this Agreement.

10.04 **Grievance Mediation**

Where the parties have been unsuccessful in resolving the matter through the grievance procedure, the parties may jointly submit the matter to the Department of Environment and Labour's Grievance Mediation Program or such other mediation option as is agreeable to the parties. It is understood that grievance mediation is a voluntary program and that arbitration remains an option should the grievance remain unresolved after grievance mediation.

10.05 **Policy Grievance**

If a difference relative to the terms of this Agreement arises between the Union and the Employer, it may be presented in writing, in the form of a

policy grievance at Step 2 of the grievance procedure, within twenty (20) working days following the circumstances giving rise to the grievance.

10.06 Grievance Settlements

All settlements reached under the grievance procedure between the representatives of the Employer and the Union, will be final and binding. Settlements may be applied retroactively depending upon the terms of the settlement.

10.07 Time Limits

The time limits set out in the grievance procedure may be extended by mutual consent of the parties to the Agreement.

Article 11 - Arbitration

11.01 Failing settlement under the foregoing procedure, either party may, within fifteen (15) working days of expiration of the Grievance Procedure, notify the other of its intent to refer the matter to arbitration, or alternative arbitration if mutually agreed.

11.02 Matters referred to arbitration shall be heard by a single arbitrator, unless it is mutually agreed by the Employer and the Union that the case should be heard by a three-person Board of Arbitration.

11.03 The Parties shall have five (5) working days in which to agree upon a single arbitrator.

11.04 In the event the Parties agree to a three-person Arbitration Board, the Board shall be selected as follows:

- (a) The Union and the Employer shall each appoint a member of the Arbitration Board within five (5) working days of the notice of referral to arbitration as outlined in Article 11.01 above.
- (b) The nominees to the Arbitration Board shall appoint a chairperson within five (5) working days of their appointments.

11.05 The Board of Arbitration or single arbitrator shall render a decision in as short a time as is possible; a decision in the case of discharge will be

handed down within a maximum of fourteen (14) working days from the date of the hearing.

11.06 In the event the parties fail to agree upon:

- (a) a single arbitrator; or
- (b) a Board chairperson; or
- (c) fails to appoint a member to the Board or their nominee fails or is unable to serve; or
- (d) the single arbitrator or the Chairperson of the Board is unable or fails to serve,

then either Party may request the Minister of Labour to appoint the single arbitrator, Board Chairperson or Board member as the case may be, in accordance with the Trade Union Act.

11.07 It is mutually agreed by both parties to this Collective Agreement that the decision of the single arbitrator, or the Arbitration Board or the decision of the Chairperson of the Arbitration Board shall be final and binding and enforceable by all parties. In no event does such person or persons have the power to change this Agreement, or to alter, modify or amend any of its provisions or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

11.08 No person may be appointed as an arbitrator or to an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

11.09 The cost of the arbitration shall be equally split between the parties.

11.10 Alternative Arbitration Procedure

The parties may mutually agree to have any grievance referred to an alternative arbitration process. The rules of procedure governing the process shall be mutually agreed upon by the parties. It is understood that arbitration remains an option unless the parties mutually agree otherwise.

Article 12 - Seniority

12.01 Seniority shall be defined in accordance with the following:

- (a) The seniority of bargaining unit employees is defined as their length of continuous employment since their date of hire at the Halifax Centre, and shall include any period of employment broken by a lay-off of less than twelve (12) months.
- (b) An employee who is terminated due to lay off for a period of less than twelve (12) months shall, upon rehire, have their seniority reinstated to include their pre-layoff seniority and seniority which would have accrued from the date of layoff to the date of re-hire, provided it falls within the twelve (12) month period.
- (c) Any employee hired after the signing of this Collective Agreement shall have their seniority established as the date they enter this bargaining unit.

12.02 A seniority list will be maintained for the bargaining unit. The Employer shall post such list and provide the Union with a copy, indicating bargaining unit seniority, twice each year in April and October.

*12.03 An employee who is transferred to or accepts a position outside the bargaining unit for:

- (a) a period of less than twelve (12) months or such longer period as the parties may agree upon; or
- (b) a specific term of appointment, including temporarily replacing an employee outside the bargaining unit;

shall not lose seniority during the time of transfer.

*12.04 An employee shall lose all service and seniority and shall be deemed to have terminated her employment if she:

- (a) resigns of her own accord; if not rescinded within (5) calendar days,
- (b) Is absent from scheduled work for a period of ten (10) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer,
- (c) is not recalled through the lay-off process, or
- (d) is terminated and is not reinstated through the grievance procedure.

Article 13 - Probation

13.01 A newly hired employee shall be considered to be on probation for a period of six hundred seventy-five (675) hours worked. With the written consent of the parties, such probationary period may be extended by an additional four hundred fifty (450) hours worked. If retained after the probationary period, the employee shall be credited with seniority from her date of hire, as per Article 12.01.

Article 14 - Job Posting, Transfer and Promotions

14.01 When the Employer determines that a vacancy exists, or when the Employer creates a new position in the bargaining unit, such vacancy shall be posted for a period of seven (7) calendar days. Applications for such vacancies shall be made in writing within the seven (7) day period referenced herein. Where an employee is applying for a vacancy in her same classification, the employee shall advise the employer in writing of her application and shall not be required to submit a formal application form or resume.

14.02 Notices of vacancies referred to in Article 14.01 shall include for informational purposes:

- (a) the area of the vacancy
- (b) classification of the position
- (c) qualifications required
- (d) pay range
- (e) designation of hours of work
- (f) if not permanent, expected duration of temporary assignment

14.03 In filling a vacant position, qualified bargaining unit applicants shall be considered and their applications processed before those of external applicants.

14.04 A copy of the posted notice will be sent by the Employer to the local President or her designate, within the calendar days as noted in Article 14.01.

14.05 The name of the successful applicant will be forwarded by the Employer to the Local President.

14.06 In filling posted vacancies, the selection shall be made based on skill, ability, experience, and qualifications of the applicant, which are relevant to the position, as determined by the Employer. Where two (2) or more bargaining unit applicants are relatively equal, preference in filling the vacancy shall be given to the applicant with the greatest length of seniority.

Notwithstanding the above, the Employer may award the position to the applicant with the most seniority who meets the skill, ability, experience and qualifications, without conducting interviews.

14.07 An employee who has been newly transferred or promoted, will be given a trial period of four hundred fifty (450) hours worked in which to demonstrate her ability to perform the new task to the satisfaction of the Employer. Should the employee fail to succeed or wishes to return to her previous position, during the above-mentioned trial period, the Employer will return the employee to her former position without loss of seniority.

14.08 For the purpose of this Agreement, a promotion shall mean a change from one position to a permanent vacancy with a higher pay scale.

14.09 When an employee is promoted, the salary of such promoted employee shall be advanced to that step in the scale of the new position which will result in a salary increase of at least 6% provided it does not exceed the pay scale of the new position.

14.10(a) For the purpose of this agreement, a voluntary reclassification is a change from one position to a vacancy of a lower classification within the bargaining unit.

(b) When an employee voluntarily accepts a vacant position in a classification with a lower salary scale, the employee shall be placed on that level in the scale of the new position which is closer to but not above her current rate of pay. If there shall be no rate of pay in the new position which is closer to but not above the employee's current rate of pay, then the salary of the employee shall be changed to the maximum level of the new classification.

14.11 A regular employee who accepts a temporary position, shall be entitled to retain her status as a regular employee, and shall be entitled to return to her former position or if that position no longer exists, to a comparable position in the same classification. It is understood that temporary

assignments are subject to cancellation with five (5) working days written notice.

14.12 Acting Pay

- (a) A technologist who is temporarily assigned to perform the duties of a supervisor's position within the bargaining unit, shall be paid a premium of 8% for all hours worked. This shall not apply if coverage for the higher classification is included in the employee's current job description.
- (b) A lab assistant assigned lead assistant duties shall be paid a premium of (\$.80) per hour for all hours worked.
- (c) Employees assigned to conduct training (other than preceptors) on SOP's and COP's, specifically for the purpose of competency, new hires, re-certification or retraining, shall receive a premium of one dollar (\$1.00) per hour for each hour or part thereof spent training. This premium shall not apply where training is part of the employee's normal job duties.

Article 15 - Layoff and Recall

*15.01 In the event of an intended layoff (including a reduction in hours) the Employer will provide the Union, in writing with ninety (90) calendar days notice; and

- (a) The Employer will meet with the Union through the Labour/Management Committee to review the following:
 - (i) the reason causing the layoff;
 - (ii) the areas of cutback and employees to be laid off;
 - (iii) ways the Employer may assist employees to find alternate employment;
 - (iv) ways to offset the layoff or proposed solution to the problem.
- (b) Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of layoff in the Agreement.
- (c) Where the Employer's decision is driven by factors external to the organization, the Employer shall notify the Union immediately upon

becoming aware of the situation, if such notice falls short of ninety (90) calendar days.

- (d) The Employer will advise the Union regarding redundant positions or technological change.

15.02 In the event of layoff, the Employer shall layoff employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.

15.03 An employee exercising placement, displacement or recall in accordance with this Article must meet the threshold qualifications for the position. It is agreed that an employee may require re-training in order to be qualified for a placement, displacement or to be recalled to a position. The Employer shall provide such required re-training to a maximum of three (3) months during normal working hours where possible.

*15.04 Before a lay off notice is issued and subject to Articles 15.01 and 15.03, where a permanent vacancy exists, the Employer shall offer employees in a classification where a position will be eliminated, a voluntary placement into a vacant position in the same classification. Where employees have expressed an interest, preference shall be given to the most senior employee, or where no interest is expressed, the least senior employee shall be transferred.

*15.05 (a) (i) Sixty (60) calendar days notice of layoff shall be sent by the Employer to the Union and the employee who is to be laid off. Where the notice is not given, the employee shall receive pay, in lieu thereof, for the amount of notice to which the employee is entitled.

- (ii) An employee is not required to accept placement in a lower paying classification, a temporary position, or a lower FTE. In these cases, the employee may exercise her rights at the next subsequent step in the procedures outlined herein.

- (b) An employee who has received notice of layoff shall have the option to:

- (i) Subject to Article 15.03, accept placement in a vacancy, or, if none exist, then displacement of the least senior employee in the same or lower paying classification; or

- (ii) accept layoff and be entitled to recall in accordance with Article 15.08; or
 - (iii) resign with severance of one (1) week's salary per year of service to a maximum of twenty-six (26) weeks.
- (c) The Employer shall advise the employee of her placement/displacement options in accordance with Article 15.05 (b). The employee shall have a maximum of five (5) working days to exercise her choice.
- (d) An employee who accepts placement or displaces another employee in a lower paying classification shall be placed on that level in the scale of the new position which is closer to but not above her current rate of pay. If there shall be no rate of pay in the new position which is closer to but not above the employee's current rate of pay, then the salary of the employee shall be changed to the maximum level of the new classification.

15.06 Subject to Article 15.03, an employee who has accepted placement or displaced an employee in a lower paying classification shall be entitled to return to the classification and status she held prior to the placement or displacement, should it become vacant within twelve (12) months of the placement or displacement.

15.07 An employee who is displaced shall be entitled to all rights in accordance with this Article.

15.08 Recall Rights

- (a) Subject to Article 15.03, an employee who has been laid off shall have the opportunity to be recalled for a period of twelve (12) months to an available opening in an equal or lower paying classification in order of seniority, before such opening is filled on a regular basis under the job posting procedure.
- (b) An employee who accepts recall to a position in a lower paying classification shall continue to have recall rights to the expiry of her original twelve (12) months of recall to a vacant position in the employee's classification she held prior to her lay-off. An employee on layoff may refuse recall to a lower paying classification.

- (c) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) An employee who is recalled to work shall be credited with the seniority she had at the time of layoff.

*15.09 The Employer shall notify the employee of a recall opportunity by registered mail, addressed to the last address on record with the Employer. Notification shall be deemed to be received on receipt of the return portion of the registered mail card by the Employer (however, this period shall not exceed ten (10) calendar days from the date which the registered letter was sent). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Employer.

15.10 Where a vacancy exists which has a higher maximum salary or a greater number of regular hours than that of the classification of an employee's whose position is being eliminated, is in receipt of lay off notice, or on recall, the position shall be posted as agreed between the Parties provided that the resulting vacancy shall then be dealt with in accordance with this Agreement.

Article 16 - Technological Change

16.01 The Employer undertakes to notify the Union as far in advance as practicable, and no less than ninety (90) calendar days, in advance of any technological changes which the Employer has decided to introduce which could result in a layoff of employees within the bargaining unit. Should the change be driven by factors external to the organization, the Employer shall notify the union immediately upon becoming aware of the situation, if it falls short of the ninety (90) calendar days.

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

16.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, where reasonable to do so and provided work is related to their present

qualifications, such employees shall be given a period of training as prescribed in Article 16.04 below, during which they may acquire the skills necessitated by the new method of operation. This does not apply where changes are the result of legislative requirements or generated by a professional association to which the employee belongs.

16.04 The Employer will assume the cost of tuition and travel in training programs which they require the employee to attend. There shall be no reduction in wage or salary rates during the training period of any employee. Training shall be given during the hours of work whenever possible.

16.05 Should the Technological Change result in the lay off of an employee, or an employee cannot successfully complete the training contemplated in Article 16.04 above, the provisions of Article 15 shall apply.

Article 17 - Leaves of Absence

17.01 Leave Without Pay

- (a) Requests for leave of absence without pay for personal reasons shall be considered on an individual basis by the Manager, or designate. Such leave shall not be unreasonably withheld.
- (b) All applications for leave of absence without pay under this Article shall be submitted in writing to the Employer four (4) weeks in advance, except in extenuating circumstances, in order that staff substitutions may be arranged. Applicants shall indicate in their application their intended date of departure and date of return. Requests shall be considered on an individual basis and shall be subject to operational requirements.
- (c) Where a leave of absence without pay exceeds thirty (30) calendar days, the employee shall have the option as to whether to maintain health and dental benefits, subject to the terms and conditions of the applicable benefit plan.
- (d) During all leaves of absence without pay in excess of thirty (30) calendar days, the employee shall cease to accrue hours for the purpose of incremental increases; however they shall be credited with one hundred fifty (150) hours (pro-rated for part-time employees) for the first thirty (30) days. An employee returning from

a leave of absence greater than thirty (30) calendar days, shall be paid at the same step in the salary scale that she had attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, it shall be moved forward by the amount of time subsequent to the first thirty (30) days, which the employee was on leave without pay, unless otherwise provided in this Agreement.

- (e) During a leave of absence without pay, with the exception of pregnancy/parental leave and sick leave; coverage under the Long-Term Disability Plan ends the date the leave begins.
- (f) Contributions of the Employer and the employee to the Canadian Blood Services Pension Plan during any period of leave of absence without pay, except for Pregnancy and Parental/Adoption Leave, shall be subject to the terms and conditions of the plan.
- (g) The Employer shall keep in effect the employee's staff benefit plans in which she is currently enrolled, except LTD and pension, for a period of six (6) months.
- (h) During the initial thirty (30) calendar days period, the Employer shall continue to share where applicable the cost of premiums for staff benefits plans and the employee shall continue to accrue seniority, after which time the employee shall make arrangements with the Employer for payment of the full premiums.

17.02 Pregnancy Leave

- (a) The Employer shall not change the terms of the employment of an employee because of her pregnancy unless both parties are in agreement.
- (b) An employee who is pregnant and who has been employed by the Employer for a period of at least ten (10) months immediately preceding the estimated date of her delivery, shall be granted, upon her written application thereof, a leave of absence without pay of seventeen (17) weeks. Such leave shall be in accordance with the provisions of the Labour Standards Act of the Province of Nova Scotia except as otherwise amended by this Article.
- (c) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks immediately

preceding the estimated day of her delivery nor later than the date of delivery.

- (d) The leave application shall be submitted no later than the fifth (5th) month of pregnancy and shall indicate the date upon which the employee intends to commence her leave of absence.
- (e) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (f) An employee who is applying for pregnancy leave and who is also entitled to parental leave without pay of thirty-five (35) weeks, must commence her parental leave immediately following the end of her pregnancy leave, unless the child is not yet in her care. The employee shall notify the Employer in writing of her intention to take parental leave at the time of notification of her pregnancy leave.
- (g) An employee shall reconfirm her intention to return to work or may request changes to the dates originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be placed in a comparable position. If neither is available, the employee shall be laid-off in accordance with Article 15 of this Agreement.
- (h) While on pregnancy leave, employees shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave, and their service and seniority shall be deemed to be continuous.
- (i) While on pregnancy leave, the Employer shall permit employees to continue participation in eligible benefits plans they held prior to commencement of their pregnancy leave. The employee must continue or suspend all coverage; it is not possible to continue coverage under some plans only.
- (j) All eligible benefit plans shall be cancelled, unless the employee makes prior arrangement to the Employer for payment of the employee's portion of the premium costs.

- (k) While on pregnancy leave, an employee may continue to participate in the Canadian Blood Services Pension Plan and shall, no later than four (4) weeks prior to the commencement of the leave, make arrangements to either prepay her share of pension contributions or provide the Employer with postdated cheques for the duration of her leave.
- (l) An employee returning from pregnancy leave shall be paid at the same step in the salary scale that she had attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, the employee shall receive her anniversary increment upon her return to employment.
- (m) An employee hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a regular full-time or regular part-time capacity, the employee shall be credited with seniority from date of hire subject to successfully completing her probationary period.
- (n) The Employer may request an employee to commence a pregnancy leave of absence at such time as the duties of her position cannot safely be performed by a pregnant woman or the performance or non-performance of her work is shown to be markedly affected by the pregnancy unless the Employer can reasonably modify the employee's duties for the period required or temporarily re-assign the employee to alternate duties or another classification with no change in salary. The Union shall support any modification of duties or temporary re-assignment as provided in this provision.

17.03 Parental/Adoption Leave

- (a) An employee who commenced employment with the Employer at least ten (10) months immediately preceding the estimated date of delivery of a child and is a parent, shall be entitled to thirty-five (35) weeks of parental leave of absence without pay in accordance with the provisions of the Labour Standards Act of the Province of Nova Scotia except as otherwise amended by this Article. In the case of the placement of a child or children in the care of an employee for the purpose of adoption, the leave of absence without pay shall be fifty-two (52) weeks in accordance with the Labour Standards Act of the Province of Nova Scotia as may be amended from time to time.

- (b) The leave application shall be submitted no later than twenty (20) weeks prior to the expected date of delivery or in the case of adoption leave, the earlier of either twenty (20) weeks, or the date upon which the parents are notified of the adoption, and shall indicate the date upon which the employee intends to commence such leave.
- (c) The parental leave for an employee who becomes a parent of one or more children through the birth of the child or children, other than the parent for whom provision is made in Article 17.02:
 - (i) Shall begin on such date coinciding with or after the birth of the child as the employee determines; and
 - (ii) Shall not end later than thirty-five (35) weeks after the parental leave began and in any case, no later than fifty-two (52) weeks after the child or children first arrive in the employee's home.
- (d) In the case of adoption, such leave of absence shall begin on a date coinciding with the arrival of the child or children in the employee's home and shall end not later than fifty-two (52) weeks after the leave began.
- (e) An employee shall reconfirm her intention to return to work or may request changes to the dates originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be placed in a comparable position. If neither is available, the employee shall be laid-off in accordance with Article 15 of this Agreement.
- (f) While on parental/adoption leave, employees shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave, and their service and seniority shall be deemed to be continuous.
- (g) While on parental/adoption leave, the Employer shall permit employees to continue participation in eligible benefits plans they held prior to commencement of their leave. The employee must continue or suspend all coverage; it is not possible to continue coverage under some plans only.

- (h) All eligible benefit plans shall be cancelled, unless the employee makes prior arrangement to the Employer for payment of the employee's portion of the premium costs.
- (i) While on parental/adoption leave, an employee may continue to participate in the Canadian Blood Services Pension Plan and shall, no later than four (4) weeks prior to the commencement of the leave, make arrangements to either prepay her share of pension contributions or provide the Employer with postdated cheques for the duration of her leave.
- (j) An employee returning from parental/adoption leave shall be paid at the same step in the salary scale that she had attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, the employee shall receive her anniversary increment upon her return to employment.
- (k) An employee hired to replace employees who are on approved parental/adoption leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a regular full-time or regular part-time capacity, the employee shall be credited with seniority from date of hire subject to successfully completing her probationary period. If the employee moves directly into another temporary or term position, they are subject to conditions under which they are retained.

***17.04 Special Leave – Birth**

Where an employee's spouse gives birth to a child, the employee shall be granted special leave without loss of regular pay for up to 2 days to a maximum of 15 hours during the confinement of the mother. This leave may be divided into two (2) separate days.

17.05 Pregnancy/Birth Allowance

- (a) Effective December 31, 2005, or the date of ratification of the Collective Agreement, whichever occurs earlier, an employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.

- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
- (i) Where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (ii) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and seventy-five per cent (75%) of her/his weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the biweekly rate of pay to which the employee is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty (20) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) This provision will not apply to Casual or Temporary employees.

17.06 Parental and Adoption Leave Allowance

- (a) Effective December 31, 2005, or the date of ratification of the Collective Agreement, whichever is occurs earlier, an employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and seventy-five per cent (75%) of her/his weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the biweekly rate of pay to which the employee is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty (20) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.

- (e) The Employer will not reimburse the employee for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) This provision will not apply to Casual or Temporary employees.

17.07 Leave for Union Business

- (a) Where a member of the bargaining unit is elected or appointed as an Executive Board Member, or Executive Officer, such individual shall, upon request and provided there is no serious disruption to the operation, be granted leave of absence without pay for the time off required to exercise the duties of such appointment.
- (b) Provided that operational efficiency of the Employer is not seriously disrupted, an employee may be granted unpaid leave to attend NUPGE, CLC or NSFL conventions. Requests shall be submitted in writing three (3) weeks in advance, and such request shall not be unreasonably denied.
- (c) For leaves of absence without pay for Union business under the terms of this Article, the employee's salary and applicable benefits will be maintained by the Employer and the Union will reimburse the Employer for the cost of salary and benefits. The Employer will bill the Union and the Union will reimburse the Employer within a month.
- (d) Provided that the operational efficiency of the Employer is not seriously disrupted, a member of the bargaining unit who makes a request to attend Union activities, a minimum of three (3) weeks in advance, may be granted a leave of absence without pay. Such request shall not be unreasonably denied.
- (e) Leave of Absence for Full-Time President

Subject to operational requirements, leave of absence for the full-time President of the Union shall be granted in accordance with the following. Such request shall not be unreasonably denied by the Employer.

- (i) An employee who declares her intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring her intention to seek the office of the President.
- (ii) An employee shall be granted leave of absence without pay for a period of up to one (1) year unless the term of office is for two (2) years in which case the leave of absence shall be for two (2) years.
- (iii) For the purposes of paragraph (i) and (ii), the leave of absence shall commence as determined by the Union, provided one month's notice is provided to the Employer.
- (iv) The employee's current salary and applicable benefits will be maintained by the Employer and the Union will reimburse the Employer for the cost of salary and benefits. The period of leave of absence shall be deemed to be continuous service with the Employer.
- (v) Upon expiration of her term of office, the employee shall be reinstated in the position she held immediately prior to the commencement of leave, or if the position no longer exists, to another position in accordance with this Agreement.

17.08 Educational Leave

- (a) Leave of absence without pay, for the purpose of further education directly related to the employee's employment may be granted by the Employer subject to operational requirements. The employee must apply in writing to her immediate supervisor five (5) weeks in advance and upon request shall provide evidence that she is registered in the course.
- (b) In the case of any employee who is required by the Employer to attend professional development programs, the cost of registration, books, and other relevant expenses as previously approved by the Employer, shall be borne by the Employer. The employee shall continue to receive regular pay while attending such programs.

***17.09 Bereavement Leave**

Bereavement leave, without loss of regular pay, shall be granted to an employee upon request in accordance with the following:

- (a) At the time of death or funeral of an employee's spouse (common-law, same gender relationship included), fiancé, child, parent, legal guardian, brother, sister, step-child, step-parents, step-brother/sister, grandparent, grandchild, mother/father-in-law, sister/brother-in-law, daughter/son-in-law, or relative permanently residing in the employee's household or with whom the employee permanently resides, up to five (5) consecutive working days within a seven (7) calendar day period.
- (b) Bereavement leave of one (1) day with pay shall be granted in the event of the death of any employee's aunt, uncle, nephew, niece, the grandparents of the spouse of the employee for the purpose of attending the funeral of any such relative.
- (c) An employee shall be granted an unpaid leave of absence upon request, for a period of up to two (2) weeks in the case of the death of any member of the employee's immediate family, namely spouse, child or parent.
- (d) In addition to Bereavement leave in section 17.09, a maximum of two (2) working days for travel may be granted if required to attend the funeral.
- (e) If the Employer grants bereavement leave pursuant to Article 17.09 and the employee is on vacation at the time of bereavement leave request, the employee shall be credited with the appropriate number of days as outlined in Article 17.09 (a), (b), (c) and (d) above.

17.10 Compassionate Leave

For the purpose of attending to serious illness in the employee's immediate family, namely, spouse (common-law, same gender relationship included), parent or child, up to five (5) days without loss of regular pay per fiscal year. Serious illness shall mean illness involving hospitalization or any illness which a medical doctor certifies to be critical. The employee shall provide proof if requested.

17.11 Medical / Dental Appointment Leave

The Employer shall allow employee leave without loss of regular pay, up to a maximum of 22.5 hours per fiscal year, to attend personal medical and dental appointments where such appointments cannot be arranged outside of working hours. Employees are expected to advise the Employer with as much notice as possible of such appointments.

17.12 Jury / Court Duty Leave

An employee required to serve as a juror or subpoenaed as a witness in a court action, shall be granted a leave of absence without loss of regular earnings provided the employee;

- (a) notifies the Employer immediately upon receipt of her notification that she will be required to attend court;
- (b) presents proof of service requiring her attendance; and
- (c) promptly repays the amount (other than expenses) paid to her for such service or attendance, to the Employer.

A leave of absence without pay will be granted to an employee whose private affairs have occasioned a court appearance.

***17.13 Wedding Leave**

- (a) The Employer shall grant an employee 3 consecutive working days to a maximum of 22.5 hours off without loss of regular pay during the week immediately prior to or following her marriage subject to five (5) weeks written notice in advance.
- (b) Up to 1 day to attend the wedding of a parent, brother, sister or child, if it falls on a scheduled work day.

17.14 Leave for Family Illness

An employee may be granted sick leave from her/his existing sick bank up to thirty-seven and one half (37.5) hours off with pay per fiscal year for the purpose of taking care of her/his child who permanently resides with the employee or the employee's parent, in case of illness. Proof may be required by the Employer.

***17.15 Severe Weather Conditions (including blizzards, hurricane, etc.)**

- (a) Due to the critical nature of the service provided by Canadian Blood Services, employees are required to make every reasonable effort to report for work during severe weather conditions.
- (b) If the Blood Centre remains open during severe weather conditions, employees unable to report for work may use annual leave or banked time to make up for lost earnings for the day.
- (c) Employees required by the Employer to report for work when the Blood Centre has been closed due to severe weather conditions, or who are required to remain at work when other employees have been sent home, shall be compensated for hours worked following such closure, at the rate of time and one half their regular hourly rate of pay.
- (d) Where the Employer requires an employee to stay in overnight accommodations near the Centre during severe weather conditions, the employee shall be paid on-call pay at a rate of twenty percent (20%) of their basic hourly rate from the time the employee arrives at the accommodation until the employee begins her shift the following day. Should such an employee be called back to the Centre prior to her shift the following day, Articles 20.03 (d) and 20.04 shall apply.

Article 18 - Workers' Compensation

- 18.01 An employee who is incapacitated and is 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 her regular net salary from the Employer, or such amount permitted under WCB legislation in the Province of Nova Scotia, provided she assigns over to the Employer her compensation payments due from the Workers' Compensation Board for time lost as a result of an accident. Part-time employees shall have such compensation pro-rated based on their previous six (6) months earnings.
- 18.02(a) When an employee is absent on a Workers' Compensation claim, all benefits of this Agreement will continue to accrue for a period of twenty-four (24) months, subject to subsection (b) below

- (b) An employee who is absent on a Workers' Compensation claim will cease to accrue annual vacation and designated named holidays with pay during the entire period of absence. However, service credits for the purpose of calculating future vacation entitlement will continue to accrue during such absence.
- (c) Resumption of accrual of the annual vacation shall recommence upon the employee's return to duty from such absence.

18.03 All accidents must be reported immediately by the employee in writing to the Manager or designate on the proper Workers' Compensation Form 7, and/or other investigation report form or documentation required by the Employer. The employee will be provided with a copy of the WCB report.

18.04 Employees are required to provide the Employer, as far in advance as possible, with a written notice of her readiness to return to work. In the case of a long term absence, such notice shall be for a period of not less than three (3) weeks.

18.05 The Employer will indicate either by written certification or on the employee's T-4 the amount of Workers' Compensation payment the employee has assigned to the Employer in accordance with Article 18.01 above.

Article 19 - Hours of Work

***19.01 Hours of Work**

Except as contemplated by Articles 19.10 and 19.11, regular full-time employees shall work an average of seventy-five (75) hours over a designated two (2) week period. Except as provided for in Article 19.10 and 19.11, shifts for regular full-time employees shall not be less than 6 hours and not greater than 10 hours exclusive of unpaid meal periods and inclusive of rest periods. The 5 hour shift in existence on April 21, 2009 may remain. The Employer shall not change shifts during the two week confirmed period in order to avoid overtime compensation.

The Employer shall make every effort not to change existing shift schedules. However, where the Employer needs to change an existing shift duration due to operational needs, the Employer shall develop new shift schedules by mutual agreement with employee(s). Where mutual agreement is not achieved, employees will be assigned the new shifts of days, evenings, nights or weekends, as equitably as possible.

19.02 Meal Periods

- (a) The hours of work shall exclude a meal period of thirty (30) to sixty (60) minutes, to be scheduled by the Employer during each shift of seven and one-half hours.
- (b) Should the employee be called back to work during her meal period, the employee shall be paid a premium of one and one-half (1-1/2) times her straight time hourly rate for such time worked.
- (c) No meal period shall be granted for shifts of less than five (5) consecutive hours per day.

*19.03 Rest Periods

- (a) Employees shall be permitted two (2) fifteen minute rest periods per scheduled shift of seven and one-half (7.5) hours. Rest periods shall be prorated for scheduled shifts greater than 7.5 hours. For scheduled shifts of less than 7.5 hours, employees shall be permitted one (1) fifteen minute rest period.
- (b) Employees shall receive an additional fifteen (15) minute rest period for each subsequent three (3) hours of work beyond a scheduled shift of 7.5 hours or greater.
- (c) At the prior request of any employee and subject to the Employer's discretion, an employee shall be permitted to combine her rest periods into one (1) thirty (30) minute rest period or more on that day.
- (d) Should the employee be called back to work during her rest period and the rest period cannot be rescheduled, the employee shall be paid one and one-half (1-1/2) times her straight time hourly rate for such time worked.

19.04 Rest Period between Workdays

- (a) There shall be a rest period of twelve (12) hours between the cessation of work on one day and the commencement of work on the next day.

- (b) Should the Employer require the employee to work within this twelve (12) hour rest period, the employee shall be paid a premium of one-half (.5) times her straight time hourly rate for all hours worked that impinges upon the twelve (12) hour rest period. This premium of one-half (.5) shall be paid over and above employee's averaging period. All straight time hours impinging upon the twelve (12) hour rest period shall be included in the employee's averaging period.

19.05 Days Off

Regular full-time employees shall be scheduled a minimum of four (4) days off in a two (2) week period. At least two of these days will be consecutive and will include Saturday or Sunday. Employees shall not work in excess of six (6) consecutive calendar days.

***19.06 Posting of Work Schedules**

- (a) Work schedules shall be posted six (6) weeks in advance (2 weeks confirmed and 4 weeks conditional). There shall be no changes to a shift schedule unless mutually agreed by the employee or in the event of an emergency. If the Employer changes the shift schedule within the confirmed two (2) week posted schedule, and it is with less than forty-eight (48) hours of notice to the employee, employees shall be paid at the rate of time and one-half (1.5) for the hours worked that are different from those hours originally scheduled. For clarity, additional shifts offered to part-time employees do not qualify for this premium pay.
- (b) Subject to operational requirements the Employer shall schedule holidays and weekends on an equitable basis.
- (c) With the approval of the Employer, employees may exchange shifts or an employee may give away her scheduled hours to another employee provided the employee finds a qualified replacement for her scheduled shift, if it is necessary to replace the shift. It is understood there will be no increase in cost to the Employer.
- (d) The Employer shall not change the regular employee's schedule outside the 6:00 a.m. to 6:00 p.m. period without thirty (30) calendar days notice.
- (e) Should the Employer introduce an additional shift in any section that have not previously had such shift, the Employer shall offer the

additional shift to employees by order of seniority with those with the greatest seniority being offered the shift first.

***19.07 Split Shifts**

No shift shall be split for a period longer than the regularly scheduled meal and rest periods as provided for in Article 19.02 and 19.03.

***19.08 Rest Interval After Call Back**

The Employer shall provide at least six (6) hours between the time an employee completes a period of callback and the commencement of the employee's next scheduled shift. During a six (6) hour period of on-call, if the first callback is within two (2) hours of the commencement of the next scheduled shift, the employee shall not be entitled to a six (6) hour rest interval. If mutually agreeable between the employee and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article.

***19.09 Compensation Where Rest Interval Not Taken**

Subject to Article 19.08, where, because operational requirements do not permit or where mutually agreeable variations between the employee and the Employer are not acceptable, the six (6) hour rest period, pursuant to Article 19.08, cannot be accommodated, the hours worked from the commencement of the regular shift to the end of the period on which the rest period would normally end shall be compensated at the rate of time and one-half (1½).

***19.10 Alternative Hours of Work**

- (a) Where employees have indicated a desire to work alternative hours of work the Employer may authorize such, providing operational requirements permit and the provision of services are not adversely affected. Such agreement shall be in writing and include the hours of work.
- (b) Employees with shifts greater than seven and one half (7.5) hours shall be compensated at overtime and premium rates commencing at the end of their shift.
- (c) Upon four (4) weeks written notice either party may cancel the alternative hours of work agreement.

19.11 Temporary Reduced Hours of Work

- (a) Regular full-time employees are eligible to be considered for a Temporary Reduced Hours of Work (TRHW) arrangement, where operational requirements permit and the provision of services are not adversely affected.
- (b) The terms and conditions governing a TRHW will be as agreed to by the Employer, employee and the Union. Such agreement shall be in writing and will include the start and end dates of the TRHW arrangement and the number of hours to be reduced.
- (c) A TRHW arrangement will be a period of not less than three (3) months to a maximum of two (2) years. Any extension beyond the two-year (2) maximum must be mutually acceptable to the Employer, the employee and the Union.
- (d) The Employer may cancel a TRHW arrangement due to operational requirements, or an employee may cancel the arrangement, upon four (4) weeks written notice from either party.
- (e) During a period of TRHW arrangement, the employee will continue the duties and responsibilities she held prior to the arrangement, unless otherwise agreed to by the Employer, employee and the Union, for the period of time noted in the arrangement.
- (f) A regular full-time employee, during the TRHW arrangement, will be considered a regular part-time employee and will be covered by provisions of the Collective Agreement applicable to regular part-time employees.
- (g) At the end of the TRHW arrangement, the employee will resume the hours of work and the employment status, i.e. regular full-time, held prior to the TRHW arrangement. Should the position no longer exist, she shall be placed in a comparable position in the same classification. If neither is available, the employee shall be laid-off in accordance with Article 15 of this Agreement.

Article 20 - Overtime and Premium Pay

*20.01 Overtime, Work on Scheduled Days Off, Work Schedules

(a) Overtime Rate

- (i) All overtime shall be calculated to the nearest fifteen (15) minute period.
- (ii) If the employee should work, as authorized, in excess of seventy-five (75) hours during any two (2) weeks in the same pay period, she shall be compensated for such excess hours worked at the rate of one and one-half (1.5) times her straight time hourly rate. After working in excess of four (4) consecutive hours beyond her scheduled shift of 7.5 hours or more, the employee shall be compensated at two (2) times her hourly rate of pay including the first four (4) hours of overtime.

(b) Work Outside Regular Scheduled Hours

An employee who is not on-call and who is advised prior to leaving the Centre that she is required to work outside her regular scheduled hours of work shall be paid for the hours worked at the rate of time and one-half (1.5) her straight time hourly rate, or three (3) hours at her straight time hourly rate, whichever is greater. Should the employee work in excess of seven and one-half (7.5) hours, such time shall be paid at two (2) times the employee's straight time hourly rate. It is further understood that employees will not be entitled to another day off without pay in lieu of working on their day(s) off. The employee shall be reimbursed mileage expense in accordance with Article 28.

- (c) Overtime compensation referred to in Article 20.01 (a) may be taken in time off equivalent to the applicable overtime rate. Such banked time will not total in excess of thirty-seven and one-half (37.5) hours. Hours in excess of thirty-seven and one-half (37.5), shall be paid out to the employee.
- (d) Overtime required at the end of a scheduled shift shall be offered on an equitable basis to those employees currently on shift and who have the necessary qualifications and training. Where two or more employees have worked no overtime or equivalent overtime in the

current pay period, the employee with the most seniority shall be offered the overtime first.

***20.02 Shift Premium**

- (a) An employee shall receive a shift premium of \$1.50 per hour for all hours worked, including overtime, on shifts where the majority of the employee's shift falls between 1800 hours and 0600 hours.
- (b) An employee shall receive a week-end premium of \$1.50 per hour for all hours worked between the hours of 0001 Saturday and 0700 Monday.

***20.03 On-Call Pay**

- (a) Employees assigned on-call shall receive on-call pay at the rate of ten (10) % of their basic hourly rate for each hour assigned to on-call duty.
- (b) Employees assigned on-call on their scheduled day(s) off shall receive twelve (12)% of their basic hourly rate for each hour assigned to on-call duty.
- (c) Employees assigned on-call on designated holidays shall receive on-call pay at the rate of fifteen (15)% of their basic hourly rate for each hour assigned to on-call duty.
- (d) For sections which run a seven (7) day per week operation, on-call pay will be paid at the rate of twelve (12) % on Saturday and Sunday.
- (e) On-call pay ceases in the event of a call back.
- (f) The Employer shall call in employees who are not on call and who have the necessary qualifications and training on an equitable basis.
- (g) It is expected that employees on call will respond in a timely fashion.

***20.04 Call-Back/Call-In**

- (a) An employee who is called back to work outside her regularly scheduled hours of work shall be paid a premium of one and one-half (1.5) times her straight time hourly rate for all hours worked during this period or for three (3) hours at one and one-half (1.5),

whichever is greater for work performed on each call back. When recalled, an employee will complete the work for which she was recalled and shall be expected to attend to any other emergency which might arise but no attempt will be made to give the employee any additional work because of the minimum pay. Should the employee work in excess of seven and one-half (7.5) hours, such time shall be paid at two (2) times the employee's straight time hourly rate.

- (c) An employee who is called back to report to work shall be reimbursed transportation expense in accordance with Article 28.
- (d) On-call pay for employees who are on-call and are called to report for work, shall cease during the minimum call period, or the actual hours worked, whichever is greater.
- (e) The minimum guarantee of three (3) hours shall not be applicable if the employee is called back to work within three (3) hours of her next scheduled shift.

***20.05 Call in List**

Employees shall be called to work on an equitable basis considering the classification, qualifications and training.

20.06 Overtime Meal Allowance

When an employee is told during her scheduled shift that she is required to work immediately following that shift, she shall be provided with a \$12.00 meal allowance and rest period in accordance with Article 19.03 provided she works a minimum of three (3) additional hours.

***20.07 No Pyramiding**

There shall be no pyramiding of overtime for the same hours worked. Overtime payment shall be calculated under one provision of this agreement only unless herein specifically provided otherwise. In case of conflict the highest overtime rate or premium shall apply to such hours.

Article 21 - Discipline and Discharge

21.01 Discipline / Discharge Meeting

- (a) No employee who has completed her probationary period shall be disciplined except for just and sufficient cause.
- (b) In any meeting or discussion where an employee is to be informed by the Employer that a discharge, suspension or written form of disciplinary action is to be imposed on such employee, she shall be advised prior to the discussion itself that she may have a Union representative present during such meeting, and if such a member is not available, a Union Steward shall stand in as substitute.
- (c) Should the Employer discharge an employee, the Employer shall so notify such employee and the Union, in writing. Such notice shall indicate the reason(s) for the discharge. Should the employee file a grievance against the discharge, the grievance shall be filed at Step 2 of the grievance procedure in accordance with Article 10.

Article 22 - Paid Holidays

22.01 List of Paid Holidays

Employees shall receive time off with pay on or for the following paid holidays:

- | | |
|----------------------------|----------------------|
| (a) New Year's Day | (i) Labour Day |
| (b) Good Friday | (j) Thanksgiving Day |
| (c) Easter Monday | (k) Remembrance Day |
| (d) Victoria Day | (l) Christmas Day |
| (e) Canada Day | (m) Boxing Day |
| (f) Civic Holiday | |
| (g) 1/2 Christmas Eve Day | |
| (h) 1/2 New Year's Eve Day | |

Any other day proclaimed as a General Holiday by the Federal or Provincial authorities.

22.02 At the discretion of the Employer and depending on operational requirements, the half (1/2) day Christmas Eve and the half (1/2) day New Year's Eve may be combined into one (1) full paid holiday to be scheduled

by the Employer on either Christmas Eve or New Year's Eve. In that case however, the other day either Christmas Eve or New Year's Eve shall be scheduled as a regular working day.

*22.03 Should any of the paid holidays listed in Article 22.01 fall on a Saturday or a Sunday, such paid holiday shall be observed on the working day immediately preceding or following the Saturday or Sunday as designated by the Employer.

22.04 Paid Holiday Falling on an Employee's Scheduled Day Off

Where a paid holiday falls on or is observed on an employee's scheduled day off and she is not required to work on that day, she will receive a day off with pay in lieu within thirty (30) working days immediately before or sixty (60) working days after the paid holiday. If such day off with pay cannot be scheduled by the Employer, the employee shall be paid for seven and one-half hours at her straight time hourly rate.

***22.05 Holiday Premium**

(a) Work on a Paid Holiday

An employee who is scheduled to work and works on a paid holiday shall receive, in addition to holiday pay 7.5 hours (or 3.75 hours, i.e. 1/2 day Christmas Eve and 1/2 day New Years Eve) at straight time, a premium of one-half (.5) times her straight time hourly rate for all hours worked on a holiday other than Christmas Day or Good Friday. For work on a holiday of Christmas Day or Good Friday, the employee shall receive a premium of one (1) times her straight time hourly rate for all hours worked. In addition, the employee shall receive time off equivalent to the hours worked, at straight time pay. Such time off shall be scheduled at a mutually convenient date between the employee and her immediate supervisor. However, if such mutually convenient date cannot be scheduled within sixty (60) calendar days of the occurrence of the paid holiday, the employee shall be paid for such hours at straight time (in lieu of time off).

(b) Work on a Paid Holiday Exceeding 7.5 Hours

Should the employee be required to work more than seven and one-half (7.5) hours on a paid holiday, such time worked in excess of seven and one-half hours shall be paid at two (2) times the employee's straight time hourly rate for such additional hours. In

addition the employee shall receive time off equivalent to all hours worked in excess of seven and one-half (7.5) hours.

(c) Failure to Report as Scheduled on a Paid Holiday

A full-time employee who is scheduled by the Employer to work on a paid holiday and does not report for work due to bona fide illness, shall be paid holiday pay (7.5 hours at their regular rate of pay), and shall not be entitled to sick pay or another day off in lieu.

22.06 Paid Holiday Falling on an Employee's Vacation Period

When a paid holiday falls within an employee's vacation period, it shall not be deducted from her vacation and may be scheduled at a time mutually agreeable. However, if there is no mutual agreement, the employee shall be paid holiday pay of 7.5 hours (or 3.75 hours i.e. ½ day Christmas Eve and ½ day New Years Eve) at her straight time hourly rate.

Article 23 - Vacations

23.01 Vacation Accrual

An employee shall accrue vacation credits at the following rates:

- (a) One and one-quarter (1-1/4) days per month during the first four (4) years of continuous service; (3 weeks)
- (b) One and two-thirds (1-2/3) days per month after four (4) years of continuous service; (4 weeks)
- (c) Two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service; (5 weeks)
- (d) Two and one-half (2-1/2) days per month after twenty-five (25) years of continuous service; (6 weeks)

***23.02 Vacation Year**

- (a) The vacation year shall be from April 1st of each year to March 31st of the year following.

- (b) Vacation time must be taken during the vacation year in which it was earned subject to Article 23.06 - Vacation Deferment. An employee who has completed her probationary period may draw vacation days in advance not to exceed entitlement for the current vacation year.

23.03 Vacation Schedules

- (a) Employees shall submit to their respective immediate supervisors, in writing, their individual vacation preferences by February 1st and approved by March 15th.
- (b) The Employer shall make every reasonable effort to ensure that an employee's written request for vacation leave is approved, subject to the operational requirements.
- (c) In the case of conflicting vacation requests submitted during the time period as outlined in a) above, the vacation period requested shall be awarded to the most senior employee.
- (d) Where there are conflicting vacations seniority however, shall not entitle an employee to claim more than two (2) weeks of prime vacation time. Prime vacation time in this Agreement shall consist of the months of July and August, the week of Christmas Day and the week of New Year's Day. Employees may not book the week of Christmas/March Break two consecutive years unless no one else has booked.
- (e) The Employer shall endeavour to schedule the weekend off prior to and following vacation requests which are Monday to Friday.
- (f) Vacation Cancellation

Where possible, the Employer will avoid re-scheduling an employee's vacation; however, if approved vacation is cancelled, such vacation will be re-scheduled taking the employee's preference into consideration. If an employee has made travel arrangements and paid for expenses associated with her/his vacation, upon submission of proof, the Employer shall reimburse the employee for such expenses or cancellation fees provided the employee has done everything reasonably possible to eliminate or reduce such loss. In addition, to be eligible for reimbursement, the employee must advise the Employer that a potential claim exists at the time the Employer proposes to change the approved vacation.

*23.04 Where an employee has not:

- (a) submitted her vacation request as per Article 23.03 (a) contained herein; or
- (b) been able to take her vacation during the period in which it was scheduled to be taken;

such employee may make a request to the Employer, in writing five (5) weeks in advance to schedule her vacation during a period not otherwise scheduled for another employee. Preference will be given on a first come, first served basis. In the event of conflicting requests from two (2) or more employees, seniority shall prevail.

***23.05 Illness During Vacation**

- (a) If an employee becomes ill for a period of three (3) consecutive days or more during a period of vacation and such illness is supported by a medical certificate from a legally qualified medical practitioner, the employer will change the status of her vacation leave to sick leave.
- (b) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits. The displaced vacation may be rescheduled at a later date following the procedure outlined in Article 23.04.
- (c) Employee's must contact the designated employer representative immediately upon return to work and complete the appropriate form requesting sick leave coverage.

23.06 Vacation Deferment

- (a) Vacation time earned during the current vacation year may be deferred to the next vacation year, subject to approval by the Manager.
- (b) The vacation to be deferred must not be more than ten (10) working days of the vacation year's entitlement;

- (c) Requests for vacation deferment must be submitted by the employee to her immediate supervisor no later than November 30 and approved by December 31 of the current vacation year;
- (d) All such deferred vacation must be taken by June 30th of the upcoming vacation year.

23.07 Vacation Entitlement Outstanding

Vacation entitlement outstanding on December 31st, for which no request for deferment has been approved or no vacation request has been submitted by the employee for time off between December 31st and March 31st may be scheduled at the discretion of the employee's supervisor/manager after consultation with the employee.

23.08 Vacation Pay upon Termination

- (a) Where an employee terminates prior to completing the service requirements for advanced vacation entitlement, an appropriate deduction at her current salary shall be made from her final pay cheque. If this is not possible, the employee shall be required to repay the vacation overpayment.
- (b) When an employee's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such employee's termination pay.

23.09 Transfer of Regular Full-time Employees to Other-than-Full-Time Status

When a regular full-time employee transfers to an other-than-full-time position, vacation pay credits used in advance but not earned will be recovered from the employee's last pay cheque prior to the transfer and the provisions of Article 30 contained herein, shall be applicable from the date of transfer. If the employee has not received her full vacation entitlement for the period preceding the date of transfer, she shall receive a lump sum payment equivalent to her unused vacation entitlement prior to transfer.

23.10 An employee who transfers from regular full-time to other-than-full-time status, or vice versa, shall retain and carry with her, her length of service for vacation entitlement purposes.

***23.11 Recall from Vacation**

- (a) The Employer will make every reasonable effort not to recall an employee to duty after she has proceeded on vacation leave.
- (b) Where, during any period of approved vacation, an employee is recalled to duty, she shall be reimbursed for reasonable expenses, subject to the provisions of Article 23.03 (f) and transportation expense in accordance with Article 28, that she incurs:
 - (i) in proceeding to her place of duty; and
 - (ii) in returning to the place from which she was recalled if she immediately resumes vacation leave upon completing the assignment for which she was recalled.

In addition to the above, an employee shall be compensated at one and one half (1.5) times her regular rate of pay for time worked during the period of recall from vacation.

- (c) The period of vacation leave so displaced resulting from recall and transportation time shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

Article 24 - Sick Leave

24.01 Eligibility

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

24.02 Regulation

The employee must observe all of the following regulations to obtain the benefits available:

- (a) telephone supervisor/manager directly, prior to the commencement of the workday, advising of sickness or accident on the first day of disability and keep in regular contact;

- (b) provide information (e.g. medical certificate) regarding the employee's present or future ability to return to employment;
- (c) report to her supervisor/manager before making a change in usual place of residence or address during disability.

24.03 Sick Leave Accumulation

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

24.04 Sick Leave Accumulation Table

Based on continuous service, sick leave credits will accrue to each employee as listed below (one day of sick leave = 7.5 hours):

<u>Length of Service</u>	<u>100% Salary</u>	<u>75% Salary</u>	<u>66-2/3% Salary</u>
On the first calendar day after 3 months continuous service has been completed	5 days	5 days	65 days
1 year	10 days	20 days	45 days
2 years	15 days	35 days	25 days
3 years	20 days	50 days	5 days
4 years	25 days	65 days	
5 years	30 days	80 days	
6 years	35 days	95 days	
7 years	40 days	110 days	
8 years	45 days	125 days	
9 years	50 days	140 days	
10 years	55 days	155 days	
11 years	60 days	170 days	
12 years	65 days	185 days	
13 years	0 days	190 days	
14 years	75 days	185 days	
15 years	80 days	180 days	

16 years	85 days	175 days
17 years	90 days	170 days
18 years	95 days	165 days
19 years	100 days	160 days
20 years	105 days	155 days
21 years	110 days	150 days
22 years	115 days	145 days
23 years	120 days	140 days
24 years	125 days	135 days
25 years	130 days	130 days

24.05 Less Than 75 Working Days

Where an employee, who through earlier use of sick leave, has less than seventy-five (75) days of credits available, additional sick leave will be made available if required due to illness in order to bring the total period of sick leave to 75 days of sick leave at 66-2/3% pay.

24.06 Reinstatement of Sick Leave Credits

When an employee returns to active employment following a period of sick leave (i.e. not in receipt of long term disability benefits or Workers Compensation benefits during a work-hardening/graduated return to work period), credits to a maximum of 75 days at 66-2/3% pay will be reinstated after the following intervals:

- (a) one month after return to full employment in the case of a new disability and,
- (b) three months after return to full employment in the case of a recurrence of the same disability.

24.07 Termination of Employment

Upon termination of employment all sick leave credits shall be cancelled and no payment shall be due.

24.08 Sick Leave Without Pay

If sick leave credits have been exhausted (where long term disability coverage does not apply) and additional time is recommended in writing

by a medical practitioner and/or other certified health professional, as applicable, leave of absence without pay may be granted in accordance with the pertinent provisions of Article 17, Leaves of Absence without Pay. Leave of absence under this section will not be unreasonably withheld.

24.09 Paid Holidays Occurring During Sick Leave

When a designated paid holiday falls during a period of sick leave with pay the employee shall be paid for the holiday and no deduction will be made from their sick leave banks. Employees on sick leave without pay shall not be paid for paid holidays occurring during such period of absence.

24.10 Continuation of Benefits and Service

All the provisions of this Collective Agreement shall continue to apply to employees who are on sick leave with pay. The provisions of this Collective Agreement shall not apply to employees who are on LTD leave of absence, except as outlined in CBS's insured benefits policies and Pension Plan.

24.11 Work Accommodation due to illness/injury

It is the intent of the Employer to rehabilitate employees who have experienced injury or illness back into the work force and to create an adaptive work environment for such employees.

24.12 Alcoholism and Drug Abuse

The Employer and the Union agree to cooperate in encouraging employees afflicted with alcoholism or drug dependency to undergo a coordinated program directed to the objective of their rehabilitation.

Article 25 - Staff Benefits

25.01 Extended Health Plan

- (a) The Employer shall sponsor an Extended Health Plan for all qualifying employees. Such plan shall provide at least as much coverage and as good coverage as the plan in effect on the date of signing of 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 join the Extended Health Plan in accordance with plan enrollment criteria. An employee may opt out of the plan only if her/his spouse has equal or better coverage through her/his employment plan.
- (c) The Employer shall pay one hundred percent (100%) of the premium cost for each participating employee.

25.02 Dental Plan

- (a) The Employer shall provide and maintain a Dental Plan for all qualifying employees. Such plan shall provide at least as much coverage and as good coverage as the plan in effect on the date of signing of this collective agreement and no changes shall be made which would lessen coverage or decrease benefits without the consent of the Union in writing.
- (b) All eligible employees must enroll in the Dental Plan in accordance with plan enrollment criteria. An employee may opt out of this plan only if her/his spouse has equal or better coverage through her/his employment.
- (c) The Employer shall pay sixty-six and two thirds percent (66-2/3) of the premium cost for each participating employee and the employee shall pay the remaining thirty-three and one third percent (33 1/3%) of the premium.

25.03 Long Term Disability Plan, Group Life Insurance Plan and Accidental Death and Dismemberment Plan

- (a) All eligible employees shall enroll in the Employer's Long Term Disability Plan and Group Life Insurance Plan, which includes life insurance and accidental death and dismemberment insurance, in accordance with the provisions and requirements of these plans.
- (b) The Employer shall pay sixty-six and two thirds percent (66-2/3) of the premium cost for the Long Term Disability Plan and the employee shall pay the remaining thirty-three and one third percent (33-1/3%) of the premium.

- (c) The employee shall pay one hundred percent (100%) of the cost of life insurance premiums and the Employer shall pay one hundred percent (100%) of the cost of accidental death and dismemberment insurance.

25.04 Pension Plan

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

25.05 The Employer agrees to provide each employee with an explanatory booklet on all the above insured benefits and pension plans.

25.06 Insured Benefits

The employer may at any time substitute another carrier to underwrite insured benefit plans, provided that the benefits under the plans are not in any way reduced.

***25.07 Retirement Allowance**

Employees with more than fifteen (15) years of service who retire in accordance with the rules and regulations of the plan, shall be paid a lump sum equal to one week per year of completed service to a maximum of twenty (20) weeks pay. Such allowance to be prorated with respect to regular part-time employees.

***25.08 Registration/Licensing Fees**

Upon request of an employee, the Employer shall deduct the annual NSCMLT and CSMLS fees from the employee's pay. It is the responsibility of the employee to ensure that all registration/licensing information is submitted to her professional association within the submission deadline dates.

Article 26 - Compensation

26.01 The Employer shall forward updated position descriptions of each classification contained in Schedule A to the Union.

26.02 When the duties in any classification are changed such that remuneration may be affected, or where the Union and/or an employee feels she is unfairly or incorrectly classified, or when a position not covered in Schedule A is established within the bargaining unit during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay, such dispute shall be submitted to grievance and arbitration. The new rate of pay shall become retroactive to the time the position was first filled by an employee.

26.03 **Claim for Experience**

If, in the opinion of the Employer, an employee has not been away from active related employment for more than three (3) years, that employee shall, on appointment, be paid for experience as follows:

- (a) Less than two (2) years experience, step one (1) of the appropriate scale.
- (b) Two (2) years experience but less than four (4) years experience, step two (2) of the appropriate scale.
- (c) Four (4) years experience but less than six (6) years experience, step three (3) of the appropriate scale.
- (d) Six (6) years experience but less than eight (8) years experience, step four (4) of the appropriate scale.
- (e) Eight (8) years experience but less than ten (10) years experience, step five (5) of the appropriate scale.

One year (1) of experience is equal to 1950 hours.

26.04 Where an employee is required by the Employer to work in another province for CBS (or if the employee accepts an assignment), she shall remain in the bargaining unit and receive no less salary, benefits or other compensation than provided for in this Agreement for the duration of the assignment.

Article 27 - Meal Allowance

27.01 Any employee who is traveling on out of town assignments on authorized official business shall receive meal and expense allowances in accordance with the current CBS Travel Policy as amended from time to time.

Article 28 - Transportation

*28.01 An employee who is called back to work shall be reimbursed taxi fare to a maximum of twenty-four dollars (\$24.00). The employee shall provide a taxi receipt to the Employer as proof of payment, prior to being reimbursed. Alternatively, should an employee use her own personal vehicle, she shall receive a kilometer rate in accordance with the current CBS Travel Policy as amended from time to time subject to a minimum of three dollars (\$3.00) and a maximum of twenty-four dollars (\$24.00) return.

*28.02 An employee who works past 10:30 p.m. shall be provided with taxi fare to her place of residence up to a maximum of twenty-four dollars (\$24.00). It is understood that pooling shall be made in case taxi cabs are engaged to transport employees, up to a maximum of three (3) occupants per taxi (driver excluded).

*28.03 If an employee is traveling on behalf of the Employer, all time after 37.5 hours shall be paid at straight time unless otherwise mutually agreed.

Article 29 - Uniforms

29.01(a) The present policy of furnishing lab coats to specific Laboratory Department personnel will be continued. It is understood that lab coats shall remain the property of the Employer.

(b) The Employer shall provide a general supply of scrubs (pants only) to be available to employees working with chemicals which are subject to spills.

Article 30 - Bulletin Boards

30.01 The Employer agrees to make space available to the Union for the posting of Union notices on a bulletin board located in the lab area, to inform employees in the bargaining unit of the activities of the Union.

Article 31 - Other Than Full-Time Employees

- 31.01 (a) Except as modified by this Article, all articles in this Agreement shall apply to Regular Part-Time and temporary employees, on a pro rata basis.
- (b) Except as specified under this Article, the provisions of this Agreement shall not apply to casual employees.
- (c) The employer may terminate a temporary or casual employee at any time. The Employer shall advise the employee in writing not less than five (5) working days prior to the date of discontinuance. Where less notice in writing is given, an employee shall continue to receive her pay for the number of days for which the notice was not given.

31.02 Seniority

- (a) The provisions regarding seniority shall not be applicable to temporary employees. However, if a temporary employee is appointed prior to the expiration of her term to a permanent vacancy, the employee shall be credited with seniority from the date of hire as a temporary employee.
- (b) The provisions regarding seniority shall not be applicable to casual employees. For the purposes of Article 14.06, seniority shall be based on the number of hours worked in the service of the Employer from the employee's most recent date of hire.

31.03 Probation

- (a) The provisions of Article 13, Probation, shall not be applicable to temporary employees.
- (b) A temporary employee appointed to a permanent vacancy will be subject to the applicable probationary provisions upon her

appointment to such vacancy. The Employer may waive such a probationary period at its discretion.

***31.04 Hours of Work**

Shifts for regular part-time employees shall be not less than 4 hours and not greater than 10 hours exclusive of unpaid meal periods and inclusive of rest periods.

31.05 Distribution of Hours

Available hours of work above regular part-time employees' designated hours of work up to thirty-seven and one-half (37.5) hours shall be distributed as equitably as possible among regular part-time employees, subject to the following:

- (a) such employees possessing the required qualifications and training to perform the work, and;
- (b) such shifts will not be considered a call back or overtime compensation in accordance with Article 20.01(b).
- (c) where there is a choice between two regular part-time employees who have worked equivalent hours, the employee with the most seniority shall be called first.

*31.06 Should the employer cancel the shift of a part-time employee within the confirmed two (2) week period, the employee shall be paid for her scheduled shift. At the discretion of the Employer, the employee may be assigned alternate duties for the period of time for which they are paid.

***31.07 Overtime**

- (a) Regular part-time, temporary part-time, and casual employees who are required to work in excess of a scheduled shift of seven and one-half (7.5) hours or more or thirty-seven and one-half (37.5) hours in a week shall be paid overtime at the rate of time and one-half (1.5) of their regular hourly rate. After working in excess of four (4) consecutive hours beyond a scheduled shift of seven and one-half (7.5) hours or more, the employee shall be compensated at the rate of two (2) times her hourly rate of pay including the first four (4) hours of overtime.

- (b) Part-time employees shall be given the option to bank their overtime to a maximum of thirty-seven and one-half (37.5) hours for the purpose of time off equivalent to the applicable overtime rate. Hours in excess of thirty-seven and one-half (37.5) hours shall be paid out to the employee.

31.08 Holiday Pay

- (a) On each pay cheque, regular part-time, temporary and casual employees shall be paid four (4%) percent of their individual straight time earnings (i.e., applicable straight time earnings, exclusive of overtime pay, all premiums and vacation pay), in lieu of paid holidays applicable to regular full-time employees. This shall be paid to the employee with each bi-weekly pay period.
- (b) Any regular part-time, temporary or casual employee who is required to work on a paid holiday shall be paid one and one-half (1.5) times her straight time hourly rate for all hours worked on a holiday other than Christmas Day or Good Friday, and two (2) times her straight time hourly rate for all hours worked on Christmas Day or Good Friday up to seven and one-half (7.5) hours on such paid holiday and the employee shall not receive a day off in lieu of the paid holiday worked. For all hours worked in excess of seven and one-half (7.5) hours, such time worked shall be paid at two (2) times the employee's straight time hourly rate.

***31.09 Vacations**

- (a) Other-than-full-time employees shall be paid on each pay cheque six (6%), eight (8%), ten (10%), or twelve (12%) percent of their regular salary earned in lieu of vacation, whichever percentage is applicable depending on their vacation pay entitlement as set forth hereunder:

Up to 7,800 hours worked	-	6%
From 7,801 hours worked or after four (4) years, whichever occurs later	-	8%
From 29,251 hours worked or after fifteen (15) years, whichever occurs later	-	10%
From 48,751 hours worked or after twenty-five (25)		

years, whichever occurs later - 12%

- (b) Regular part-time and temporary employees shall submit vacation requests in accordance with the procedures outlined in Article 23.
- (c) Except for casual employees, an employee who changes status with no break in service shall retain her length of service for vacation entitlement purposes, with 1950 regular hours worked considered to be one year's service.
- (d) Part-time and temporary employees may receive their vacation pay entitlement annually in a lump sum payment on the second pay in November.

***31.10 Sick Leave**

- (a) Regular part-time employees, and temporary employees (after one (1) year of continuous employment), will be covered under the Sick Leave Program for full-time employees on a pro rata basis, with 1950 regular hours worked considered to be one year's service.
- (b) All previously accumulated sick leave credits for regular part-time employees will be retained when a regular part-time employee converts to a regular full-time employee, and vice versa.

***31.11 Staff Benefits and Pension**

- (a) Subject to the rules and regulations of the plans, regular part-time employees shall participate in the staff benefits plans contemplated by Articles 25.01, 25.02 and 25.03, on the same cost share basis as regular full-time employees.
- (b) Subject to the rules and regulations of the plans, other-than-regular-full-time employees may participate in the pension plans contemplated by Article 24.04.

31.12 Leaves of Absence

- (a) Pay entitlement of regular part-time and temporary employees for authorized leave of absence shall be limited to their posted scheduled hours of work.

- (b) Where a regular part-time employee's paid leave of absence extends beyond the posted schedule or is approved for a time for which a schedule has yet to be posted, her pay entitlement shall be based upon her regular hours worked in the six (6) week period prior to the leave of absence, to a maximum of seven and one-half (7.5) hours per day.
- (c) Regular part-time, temporary part-time and casual-employees who report for work as scheduled where there is no work available shall receive four (4) hours pay at her straight time hourly rate.

31.13 Regular and Temporary part-time employees shall be provided with a letter, noting their designation of hours of work, in accordance with the Memorandum of Understanding Re: Part-Time Designated Number of Hours.

***31.14 Part-time employee designation**

The Employer agrees to recognize part-time employees on staff with a designated number of hours of work of a full-time equivalent under the following conditions:

- (a) The designated number of hours will be averaged over a six (6) week period.
- (b) The designated number of hours includes any leaves of absences with or without pay including statutory holidays, sick leave, or annual vacations.
- (c) Full Time Equivalent (FTE) designations for regular part-time employees shall be noted in such employees' employment offer letters.
- (d) The Employer will assign the point designation for any new or vacant positions in accordance with operational requirements.
- (e) Any reduction in an employee's designation shall be subject to the provisions of Article 15.
- (f) Any additional work available above and beyond an employee's designation shall be offered on a voluntary basis among the part-time staff, failing which the most junior qualified employee will be

assigned the additional work. Any such additional hours worked shall not form part of an employee's designation.

Article 32 - Cost of Printing of Collective Agreement

32.01 The parties agree that they will share equally the cost of printing the Collective Agreement. The Employer shall distribute it.

Article 33 - Personnel Files

33.01 Each employee shall have full access and ability to photocopy her personnel file. Such requests shall be submitted to the supervisor in writing and in advance.

33.02 A copy of any written assessment or evaluation which is to be placed in an employee's personnel file shall be reviewed with the employee. The employee shall sign such evaluation as having been read and shall have the opportunity to add her view to such evaluation, which shall then become part of her file. A copy of the evaluation will be provided to the employee.

33.03 The record of any letter of reprimand or suspension shall be removed from the employee's personnel file twelve (12) calendar months after the conduct of which was the subject of the reprimand or suspension, provided that the employee's record has been discipline free for such a twelve (12) calendar month period.

Article 34 - Liability Protection

34.01 Employees shall be covered by the Employer's General Liability Insurance in the performance of their assigned duties.

Article 35 - Duration and Renewal

*35.01 This Collective Agreement shall be effective from January 1, 2008 to December 31, 2011 and shall continue automatically thereafter for annual periods of one (1) year unless either party desires to modify or amend this Agreement it shall give notice to other party of its election to do so within ninety (90) calendar days prior to the expiry date of this Agreement. With

the exception of wages and overtime, and unless otherwise specified, all other provisions of this Collective Agreement shall take effect on the date of ratification.

*35.02 Employees who have terminated their employment with the Employer prior to the signing of this Agreement shall be entitled to retroactivity, in accordance with Article 35.01 above, for the period they were actively employed between the expiration of this Agreement and the employee's termination date, provided that application for such retroactivity pay is made in writing to the Employer at the time of termination. This shall exclude employees who are terminated and not reinstated through the grievance procedure.

In witness thereof the parties have executed this Agreement by affixing hereto the signatures of their proper officers in that behalf:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Rod Bradvold
Bev Colpitts
Donna Taylor
Cindy Stimson
Joe Luciano

Joan Jessome
Lisa Carver
Carolyn Barrett
Tina Webber

Dated at Halifax, NS this 31st day of March, 2010.

Schedule "A" - Salary Scales

- * (a) The term of this Collective Agreement is from January 1, 2008 to December 31, 2011. During the term of this Agreement, the Employer agrees to adjust the rates of pay for Laboratory Technologists, Senior Laboratory Technologists, Biomedical Technologists, Equipment Specialist, Staff Development Officer, Charge Technologists and Laboratory Assistants covered by this Collective Agreement to be equal to the General Wage Increases (GWI) and to be effective on the dates shown in the Collective Agreements between the Capital District Health Authority (CDHA) and the Nova Scotia Government and General Employees Union, Healthcare Bargaining Unit.

Further, during the term of this Collective Agreement, should the Medical Laboratory Technologists at CDHA receive additional salary adjustments, all classifications in the bargaining unit that also require Medical Laboratory Technologist qualifications will receive the same adjustment.

- (b) During the term of this Agreement, the Employer agrees to adjust the rates of pay for Laboratory Secretaries covered by this Collective Agreement to be equal to the General Wage Increases (GWI) and to be effective on the dates shown in the Collective Agreements between the and the Office and Clerical Bargaining Unit, CDHA.
- * (c) The Employer agrees to adjust the rates of "PIO" (present incumbent only) Laboratory Assistants and Laboratory Technologists to be equal to the General Wage Increases (GWI) and any other applicable wage adjustments, to be effective on the dates shown in the Collective Agreements between the Capital District Health Authority (CDHA) and the Nova Scotia Government and General Employees Union, Healthcare Bargaining Unit.

Salary Scales (Hourly Rates)

**NOV. 1/07
(Expired Rates) APR. 1/08 (2.1%) NOV. 1/08 (2.9%) APR. 1/09 (2.1%)**

Laboratory Technologist

Initial	22.8880	23.3686	24.0463	24.5512
Level 1	23.4154	23.9071	24.6004	25.1170
Level 2	24.5967	25.1132	25.8414	26.3841
Level 3	25.2876	25.8186	26.5673	27.1252
Level 4	27.0143	27.5816	28.3815	28.9775
Level 5	27.8671	28.4524	29.2775	29.8923

Laboratory Technologist (PIO)

Initial	22.9549	23.4370	24.1167	24.6232
Level 1	23.9544	24.4574	25.1667	25.6952
Level 2	24.9534	25.4775	26.2163	26.7668
Level 3	25.9510	26.4959	27.2643	27.8369
Level 4	26.9502	27.5161	28.3141	28.9087
Level 5	27.9493	28.5362	29.3637	29.9803

Senior Lab Technologist

Level 1	25.5317	26.0679	26.8238	27.3871
Level 2	27.9715	28.5589	29.3871	30.0042
Level 3	28.9510	29.5590	30.4162	31.0549
Level 4	29.9820	30.6116	31.4994	32.1609
Level 5	30.9956	31.6465	32.5643	33.2481

Charge Techologist/Staff Development Officer /Biomedical Team Lead *

Level 1	28.0937	28.6837	29.5155	30.1353
Level 2	30.9022	31.5511	32.4661	33.1479
Level 3	32.1093	32.7836	33.7343	34.4427
Level 4	33.1623	33.8587	34.8406	35.5723
Level 5	34.0314	34.7461	35.7537	36.5045

*Biomed Team Lead under the Charge Tech rate as of 2008/10/13

Salary Scales

(Hourly Rates)

	NOV. 1/07 (Expired Rates)	APR. 1/08 (2.1%)	NOV. 1/08 (2.9%)	APR. 1/09 (2.1%)
Lab Assistant				
Level 1	17.9422	N/A	18.4625	N/A
Level 2	18.4959	N/A	19.0322	N/A
Level 3	19.1057	N/A	19.6597	N/A
Level 4	19.7154	N/A	20.2873	N/A
Level 5	20.3252	N/A	20.9147	N/A
Lab Assistant (PIO)				
Level 1	19.8888	N/A	20.4656	N/A
Level 2	20.3872	N/A	20.9785	N/A
Level 3	20.9041	N/A	21.5102	N/A
Level 4	21.4023	N/A	22.0230	N/A
Lab Assistant (Single Inc.)				
Level 1	19.4295	N/A	19.9930	N/A
Level 2	19.9473	N/A	20.5258	N/A
Level 3	20.4472	N/A	21.0402	N/A
Level 4	20.9655	N/A	21.5735	N/A
Biomedical Technologist				
Level 1	21.8945	N/A	22.5294	23.0025
Level 2	23.3542	N/A	24.0315	24.5362
Level 3	24.8138	N/A	25.5333	26.0695
Level 4	26.2734	N/A	27.0354	27.6031
Level 5	29.3048	N/A	30.1546	30.7879
Equipment Specialist				
Level 1	24.0840	N/A	24.7824	25.3028
Level 2	25.6896	N/A	26.4346	26.9897
Level 3	27.2952	N/A	28.0867	28.6765
Level 4	28.9008	N/A	29.7390	30.3635
Level 5	32.2353	N/A	33.1701	33.8667
Laboratory Secretary				
Level 1	17.9318	N/A	18.4518	N/A
Level 2	18.4642	N/A	18.9996	N/A
Level 3	18.9976	N/A	19.5486	N/A
Level 4	19.5298	N/A	20.0962	N/A
Level 5	20.0630	N/A	20.6449	N/A

MEMORANDUM OF UNDERSTANDING #1 National Consolidation

As a result of concerns raised during the negotiation of the current Collective Agreement concerning potential job loss the Parties hereby agree as follows:

1. CBS will honour all job security provisions of the Collective Agreement, as provided under Article 15. In addition, CBS will provide as much advance notice of layoff as possible beyond that required under the Collective Agreement.
2. Should an employee's job be declared redundant as a result of consolidation, CBS will explore avenues to maintain continued employment within CBS.
 - (a) This would include:
 - (i) same or similar job at the same location,
 - (ii) same or similar job at an alternate location,
 - (iii) an alternate job at the same location,
 - (iv) an alternate job at an alternate location.
 - (b) In respect to alternate positions within CBS, CBS would explore training initiatives to prepare an employee for other jobs available within the Centre, or at another location,
 - (c) In respect to alternate location CBS would provide relocation assistance to the affected employee.
 - (d) In respect to rates of pay, employees will receive the job rate for the new position.
3. CBS, during the notice period, will provide career transitioning assistance to displaced employees to assist them in securing alternate employment with another employer.
4. In addition to the notice period provided under paragraph 1. above, CBS will pay a severance allowance, to a laid off employee, at the rate of three (3) weeks per year of service to a maximum of seventy (70) weeks.

- (a) Acceptance of a severance allowance will result in loss of recall rights and employment.
- (b) Employees who voluntarily leave prior to the expiry of their notice period will not be eligible for any severance allowance payment,
- (c) Employees who work beyond the expiry of their notice period will be provided the severance allowance upon completion of the specified work assignment and no further notice period will be required - the provision of 4. b) above will also apply,
- (d) Employees who are in receipt of a severance allowance, as outlined in this section, and who secure employment with any Public Sector Employer, will reimburse CBS the unused portion of their severance payment made up by the difference from the commencement date of their new job and the expiration of the severance period. CBS employees will be obligated to report to CBS the commencement date of a new job with any Public Sector Employer that is prior to the end of their severance period.

Signed on behalf of the Employer:

Rod Bradvold
Bev Colpitts
Donna Taylor
Cindy Stimson
Joe Luciano

Signed on behalf of the Union:

Joan Jessome
Lisa Carver
Carolyn Barrett
Tina Webber

Dated at Halifax, NS this 31st day of March, 2010.

MEMORANDUM OF UNDERSTANDING #1 (A) **National Consolidation**

As a result of concerns raised during the negotiation of the current Collective Agreement and the announcement of the National consolidation of Production and Testing, the parties agree as follows:

Pursuant to Article 15.01, the Parties will meet, in the Labour Management forum, to review the consolidation plan, the impact on employees, continuing employment options (placement/displacement) and the application of this Memorandum of Understanding. The Employer shall provide regular and timely updates on consolidation of Production and Testing.

The Committee will review the result of the Employer's survey developed to provide better insight into the employee's skills, knowledge, intentions and the types of support and services they need and want during the transition. The Employer will consider recommendations from the Union on the results of the survey.

Addendum to the Memorandum of Understanding #1

1. Notwithstanding the Memorandum of Understanding #1, and in particular paragraph #4, in addition to the notice period pursuant to Article 15.05, Canadian Blood Services will pay a severance allowance to a laid off employee at the rate of three (3) weeks per year of service to a minimum of twenty-four (24) weeks to a maximum of seventy (70) weeks.

Where a vacancy exists in the employee's same classification, the provisions of Article 15.04 shall apply. An employee is not required to accept placement in a lower paying classification, a temporary position, or a lower FTE, or to displace another employee. In such cases, the employee shall be deemed laid off and entitled to severance payment herein.

An employee may opt to receive the severance payment in a lump sum, or have it split between two taxation years. Further, laid off employees may continue their insured benefits (excluding LTD) for three (3) months following the layoff provided they prepay the full cost of the premiums (employee and employer shares).

2. Notwithstanding the Memorandum of Understanding #1, and in particular paragraph #4d), employees in receipt of severance allowance who secure employment with any Public Sector Employer following layoff, will not be

required to reimburse Canadian Blood Services the unused portion of their severance payment made up by the difference from the commencement date of their new job and the expiration of the severance period.

3. As Canadian Blood Services move toward consolidation of Testing and Production which will result in reduction of positions, the Employer agrees to implement a Voluntary lay-off option as follows:

- (a) The Employer shall determine the number of employees eligible for voluntary layoff and provide its rationale to the Labour Management Committee. An employee requesting a voluntary lay-off in (b) or (c) below shall forfeit her right to notice of lay-off, but shall receive severance as in (e) below.
- (b) The Employer shall first consider requests from employees who are eligible to retire in accordance with the provisions and requirement of the C.B.S. pension plan.
- (c) Thereafter, the Employer will canvass other employees to determine if any of those employees wish to voluntarily terminate employment with the Employer. The Employer shall grant voluntary termination requests made by employees in descending order of seniority providing that operational requirements are maintained to the satisfaction of the Employer.
- (d) Employees who request to voluntarily terminate employment with the Employer, under (b or c) above will sign a letter of intent that will be irrevocable thirty (30) calendar days from the date of signing of the letter. Should the employee change her/his mind within the 30 days, they shall advise the Employer in writing.
- (e) Severance, under #3 (b) or (c) above, shall be calculated at the rate of three (3) weeks per year of service to a maximum of fifty two (52) weeks.

In the case of part-time employees a prorated severance payment shall be calculated based on the following formula,

$$\frac{\text{\# regular hours worked}}{1950 \text{ hours}} \quad \times \quad 3 \text{ weeks' regular pay}$$

- (f) It is agreed that any employee to whom the Employer grants voluntary severance shall not be eligible for the provisions of the Career Bridging Program.

It is agreed that the provisions of this Memorandum of Agreement shall not apply to temporary or casual employees.

The provision of this Memorandum of Agreement shall be in effect until October 31, 2011, and will be extended in the event that the reorganization has not concluded or construction and occupation of the new facilities are delayed, and shall only be further extended by the mutual agreement of the Parties.

Signed on behalf of the Employer:

Rod Bradvold
Bev Colpitts
Donna Taylor
Cindy Stimson
Joe Luciano

Signed on behalf of the Union:

Joan Jessome
Lisa Carver
Carolyn Barrett
Tina Webber

Dated at Halifax, NS this 31st day of March, 2010.

MEMORANDUM OF UNDERSTANDING #2
Call in

The Parties agree to the following:

The Parties will meet through Labour Management to reach agreement on an equitable process for calling in employees who are not already on-call.

Signed on behalf of the Employer:

Rod Bradvold
Bev Colpitts
Donna Taylor
Cindy Stimson
Joe Luciano

Signed on behalf of the Union:

Joan Jessome
Lisa Carver
Carolyn Barrett
Tina Webber

Dated at Halifax, NS this 31st day of March, 2010.