

Memorandum of Settlement

between

Canadian Blood Services
TORONTO / HAMILTON / BRAMPTON
(the "Employer")

and


Ontario Public Service Employees Union
on behalf of its Locals 200, 210, 5101
(the "Union")


Whereas the Parties have tentatively resolved all outstanding items for the collective bargaining of the Collective Agreement, the Parties hereby agree to the following:


- #1 The tentative Collective Agreement shall be the Collective Agreement between the Employer and the Union; expiry: March 31, 2014, except where expressly amended by the agreed upon articles documents appended hereto.
- #2 Both the Union and the Employer shall recommend the tentative Collective Agreement for ratification by their respective principals. Determination of ratification shall occur within one (1) month from the signing of this Memorandum of Settlement.
- #3 Should the tentative Collective Agreement not be ratified by the Union's principals, the Union shall have the right to withdraw from the tentative agreement.
- #4 Should the tentative Collective Agreement not be ratified by the Employer's principals, the Employer shall have the right to withdraw from the tentative agreement.
- #5 General wage increases shall be retroactive on all earnings (exclusive of premium(s)) in accordance with the effective dates in Schedule A in the tentative Collective Agreement and shall be paid no later than sixty (60) days from the date of ratification.
- #7 All other amendments in the tentative Collective Agreement shall be effective on the date of ratification except as provided otherwise within the tentative Collective Agreement and this Memorandum of Settlement.

Agreed at Toronto this 7th day of January, 2016,

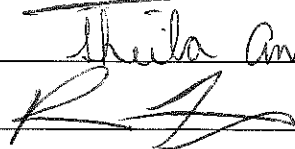
For the Union



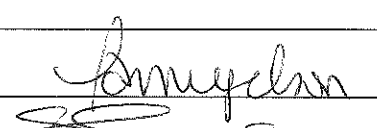


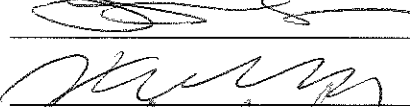


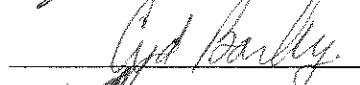
Shula Annett




For the Employer









Agreed Upon Articles for the re-negotiation of the - AO4

FULL-TIME / PART-TIME COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN BLOOD SERVICES CENTRES

TORONTO CENTRE / HAMILTON CENTRE / BRAMPTON CENTRE, ONTARIO

(hereinafter called the "Employer")

AND:

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
And its Locals 5101, 210, 200**

(hereinafter called the "Union")

Duration: April 1, 2010 to March 31, 2014

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Agreed Upon Items January 7 2016, 10:45am Union pass

UNION PROPOSAL

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Ontario Public Service Employees Union as the sole bargaining agent for all employees classified as Medical Laboratory Technologists, Senior Technologists, Charge Technologists, **Quality Assurance Associate, Lookback/Traceback Specialist, Equipment Specialist, Field Service Representative, Biomedical Technologist, and Technical Specialist** employed by Canadian Blood Services at the Toronto, Hamilton, Brampton Blood Centres, and any other positions recognized by the Employer and the Union as of March 31, **2014**.

The Employer does not agree to the Union's foregoing proposal Article 3.01 and counters with the amended proposal below.

EMPLOYER PROPOSAL

- 3.01 The Employer recognizes the Ontario Public Service Employees Union as the sole bargaining agent for all employees classified as Medical Laboratory Technologists, Senior Technologists, **Quality Assurance Associate, Lookback/Traceback Specialist, Equipment Specialist, Biomedical Technologist and Technical Specialist** and ~~Charge Technologists~~ employed by Canadian Blood Services at the Toronto, Hamilton, Brampton Blood Centres, and any other positions recognized by the Employer and the Union as of March 31, ~~2005~~ **15**.

UNION COUNTER as of June 15, 2015

- 3.01 The Employer recognizes the Ontario Public Service Employees Union as the sole bargaining agent for all employees classified as Medical Laboratory Technologists, Senior Technologists, **Quality Assurance Associate, Lookback/Traceback Specialist, Equipment Specialist, Field Service Representative, Biomedical Technologist, and Technical Specialist** employed by Canadian Blood Services at the Toronto, Hamilton, Brampton Blood Centres, and any other positions recognized by the Employer and the Union as of March 31, **2015**.

Employer agrees to Unions counter as of June 15, 2015.

Handwritten signatures in black ink, appearing to be two distinct signatures.

ARTICLE 14 - LAYOFF AND RECALL

UNION PROPOSAL

- 14.03 (a) In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority within their section and classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.
- (b) The Employer may lay off a regular part-time employee prior to laying off a regular full-time employee ~~and vice-versa.~~

The Employer cannot agree to the Union's foregoing proposal Article 14.03

UNION WITHDRAWS ABOVE PROPOSAL AT 14.03B) AND MAINTAIN STATUS QUO

ARTICLE 18 - HOURS OF WORK, OVERTIME AND PREMIUM PAY

UNION PROPOSAL

NEW

- 18.01 (G) *Conversion of part-time to full-time. If after 12 months and working more than 1500 hours a full time position will be posted*

Union maintains its proposal

The Employer does not agree to the Union's foregoing proposal NEW Article 18.01 g) and maintains its original counter with the proposed LoA at back of document.

NEW - counter to Union 18.01 g)

Letter of Agreement re: Full-Time Positions

Part-time hours of work shall be reviewed through the Provincial Labour Management Committee annually. The purpose of this review shall be to determine if regular full-time positions can be created. Specifically, a regular part-time employee's hours of work shall be reviewed if she works in excess of one-thousand eight hundred (1800) hours in the previous calendar year.

The Parties shall discuss the effect of the hours worked due to the following factors that contributed to the one-thousand eight hundred (1800) hours.

- a) Work on a paid holiday as listed in Article 19
- b) Overtime
- c) Temporary transfers/assignments
- d) Replacement of employees absent due to illness and/or accident (WSIB), including LTD



- e) Hours worked in excess of one hundred and twelve and one-half (112 ½) in the previous calendar year due to the replacement of employees on vacation
- f) Replacement of employees absent due to leaves of absence including but not limited to jury duty, bereavement leave, union business (including local time off)
- g) Replacement or in support of employees on modified work programs
- h) Replacement or in support of employees being accommodated as required by legislation
- i) Training (including but not limited to new hire and trial periods)
- j) Shift exchanges and shift give-aways
- k) On-call/call-back hours

The Employer shall provide the Union with quantifiable information regarding the foregoing factors, where available, two (2) weeks in advance of the annual review meeting. If information cannot be quantified, the Parties shall discuss methods by which such information may be quantified.

The Employer shall consider in good faith the creation of one (1) or more full-time position(s) where the foregoing factors did not contribute to a reviewed employee's hours of work in the previous calendar year.

UNION AGREES TO EMPLOYERS LOU

EMPLOYER PROPOSAL

NEW

18.06

Shift Premium

- (a) An employee whose work hours extend past five (5:00) p.m. on any of her scheduled work days shall be paid, in addition to her straight time pay, a shift differential of one dollar and eighty cents (\$1.80) per hour for each completed hour actually worked between five (5:00) p.m. to midnight and two dollars and twenty cents (\$2.20) per hour for each completed hour actually worked between midnight and seven (7:00) a.m. **Any increase to the Shift Premium negotiated or arbitrated between the Ontario Hospital Association and the Ontario Public Service Employees Union for the participating Hospitals shall be applied on the same dates as negotiated or arbitrated between the Ontario Hospital Association and the Ontario Public Service Employees Union for the participating Hospitals from April 1, 2014 to March 31, 2018**
- (b) The above noted premium shall not form part of the employee's hourly rate of pay.

UNION AGREES TO EMPLOYERS ABOVE PROPOSAL 18.06 A)

18.07

Premium Workdays

- (a) Weekend Premium

Any full-time employee who is scheduled to work and works a shift where any hours fall between 00h01 Saturday and 23h59 Sunday shall receive a premium of two dollars and thirty-five cents (\$2.35) for each hour worked of that shift that falls between 00h01 Saturday and 23h59 Sunday. **Any increase to the Weekend Premium negotiated or arbitrated between the Ontario Hospital Association and the Ontario Public Service Employees Union for the participating Hospitals shall be applied on the same dates as negotiated or arbitrated between the Ontario Hospital Association and the Ontario Public Service Employees Union for the participating Hospitals from April 1, 2014 to March 31, 2018.**

(c) Part-Time Weekend Premium

Part-time employees shall be paid a weekend premium of two dollars and thirty-five cents (\$2.35) per hour for all hours worked between 00h01 Saturday and 23h59 Sunday, when scheduled as part of the employee's regular workweek. **Any increase to the Shift Premium negotiated or arbitrated between the Ontario Hospital Association and the Ontario Public Service Employees Union for the participating Hospitals shall be applied on the same dates as negotiated or arbitrated between the Ontario Hospital Association and the Ontario Public Service Employees Union for the participating Hospitals from April 1, 2014 to March 31, 2018**

The Employer maintains its proposal Article 18.06 a) b), 18.07 a) & c)

UNION AGREES TO EMPLOYERS ABOVE PROPOSALS 18.07 A)&C)

UNION PROPOSAL

18.11 On-Call Pay

- (a) An employee assigned to on-call duty shall receive on-call pay at the rate of ~~\$3.30~~ **\$4.00** per hour and ~~\$4.90~~ **\$5.50** per hour on Sundays and paid holidays for the period of scheduled on-call. On-call pay shall cease when the employee in response to a call-back works during the scheduled on-call period; such work performed shall be paid in accordance with the call-back provisions in Article 18.12 contained herein.

The Employer cannot agree to the Union's foregoing proposal Article 18.11.a)

UNION WITHDRAWS ABOVE PROPOSAL AT 18.11A) AND MAINTAIN STATUS QUO

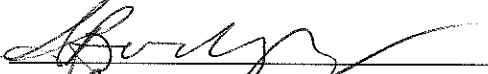

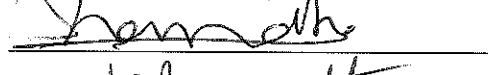
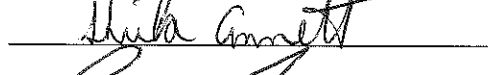



18.13 Effective date of ratification, a premium of ~~one dollar (\$1.00)~~ two dollars **\$(2.00)** per hour shall be paid to employees assigned as On-The-Job Trainers (excluding Preceptors). This premium shall not apply to Senior and Charge Technologists. Article 13.12 shall not apply.

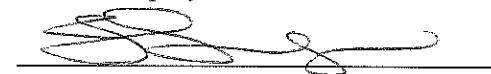

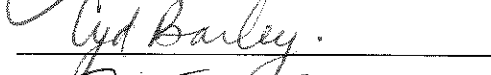
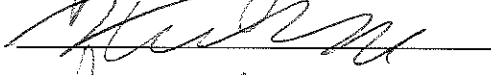

The Employer cannot agree to the Union's foregoing proposal Article 18.13

UNION WITHDRAWS ABOVE PROPOSAL AT 18.13 AND MAINTAIN STATUS QUO

For the Union

For the Employer

Agreed Upon Articles for the re-negotiation of the - AO4 part two as of 2:45

FULL-TIME / PART-TIME COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN BLOOD SERVICES CENTRES

TORONTO CENTRE / HAMILTON CENTRE / BRAMPTON CENTRE, ONTARIO

(hereinafter called the "Employer")

AND:

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
And its Locals 5101, 210, 200**

(hereinafter called the "Union")

Duration: April 1, 2010 to March 31, 2014

Two handwritten signatures in black ink are located at the bottom right of the page. The first signature is a stylized, cursive name, and the second is a more legible, cursive name.

Agreed Upon Items January 7 2016, 2:45pm

NEW ARTICLE 31

ARTICLE 31 – PROFESSIONAL FEES

The Employer shall reimburse a regular full time and /or part time Employee for individual membership fees that are a required qualification for the position, on an annual basis one hundred percent (100%) of the current early registration payment, to a maximum of four hundred dollars (\$400.00) of her annual professional licensing fees (CMLTO). The reimbursement shall be payable in the month of January. For purposes of implementation, this provision will be effective commencing the 2015 registration year for active regular full-time and part time employees.

RE-NUMBER ARTICLE 31 – DURATION AND RENEWAL TO ARTICLE 32 – DURATION AND RENEWAL

ARTICLE 31 - DURATION AND RENEWAL

31.01 This Collective Agreement shall be effective from April 1, ~~2010~~ **2014** to March 31, ~~2014~~ **2018** and shall continue automatically thereafter for annual periods of one (1) year each unless, either party desires to modify or amend this Agreement it shall give notice to the other party of its election to do so within ninety (90) days prior to the expiry date of this Agreement.

*Employer amends its forgoing proposal on Article 31.01 to **2018**,*

31.02 All changes to this agreement shall take effect on the date of ratification (MONTH, DAY, YEAR) of the collective agreement unless otherwise specified under articles herein.

Dated at Toronto, Ontario this _____ day of _____, ~~2013~~ **2016**.

Employer maintains its forgoing proposal on Article 31.01 and 31.02

UNION AGREES TO EMPLOYERS 31.01 and 31.02 – to be re-numbered for housekeeping purposes



WAGES EFFECTIVE APRIL 1, 2009 – FULL-TIME EMPLOYEES

A general wage increase to all rates and all ranges equal to that negotiated between the participating hospitals and the Ontario Public Service Employees Union. Should there be no central or coordinated negotiations between the participating Hospitals and the Ontario Public Service Employees Union, the general wage increase will be equal to the general wage increase negotiated between the University Health Network and OPSEU Local 571. **Any increase to the general wage increase negotiated or arbitrated between the Ontario Hospital Association and the Ontario Public Service Employees Union for the participating Hospitals shall be applied on the same dates as negotiated or arbitrated between the Ontario Hospital Association and the Ontario Public Service Employees Union for the participating Hospitals from April 1, 2014 to March 31, 2018**

Employer maintains its forgoing proposal on WAGES NEW

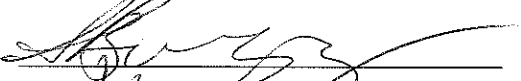
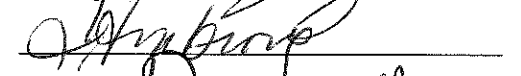
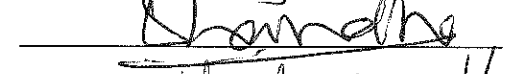
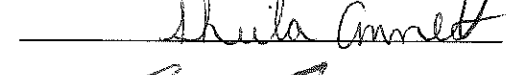
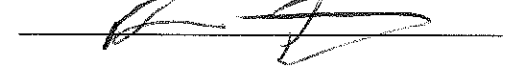
UNION AGREES TO EMPLOYERS ABOVE WAGES NEW

SCHEDULE "A"

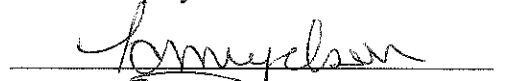
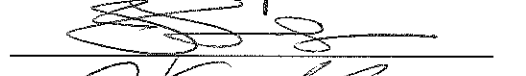
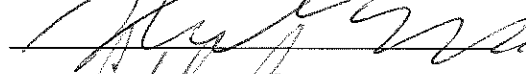
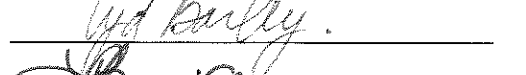

All rates and ranges for the wage schedules in Schedule A to reflect the following:

- April 1, 2014 – 1.4%*
- April 1, 2015 – 1.4%*
- April 1, 2016 – 1.4%*

For the Union

For the Employer

Agreed Upon Articles for the re-negotiation of the - AO3

FULL-TIME / PART-TIME COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN BLOOD SERVICES CENTRES

TORONTO CENTRE / HAMILTON CENTRE / BRAMPTON CENTRE, ONTARIO

(hereinafter called the "Employer")

AND:

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
And its Locals 5101, 210, 200**

(hereinafter called the "Union")

Duration: April 1, 2010 to March 31, 2014

ARTICLE 16 - LEAVES OF ABSENCE

16.12 Wedding Leave

The Employer shall grant an employee three (3) consecutive working days off without loss of regular pay during the week immediately prior to her marriage or thereafter, subject to five (5) weeks written notice in advance. The three (3) working days leave may be added to any period of vacation leave available or may be taken separately at the employee's option; in any case, the said leave must be taken by no later than March 31st of the subsequent year.

The Employer proposes to withdraw its proposal Article 16.12 and maintain status quo.

ARTICLE 18 - HOURS OF WORK, OVERTIME AND PREMIUM PAY

18.05 Days Off

~~(a) Employees shall be scheduled four (4) days off (without pay) in a bi-weekly period. Two (2) of the four (4) days shall be consecutive and one (1) of those days shall be a Sunday.~~

(a) **Employees shall be scheduled four (4) days off in a bi-weekly period, at least two (2) of which shall be consecutive. At least once every four weeks, such consecutive days shall be a Saturday and a Sunday.**

UNION COUNTER PROPOSAL

Days Off

(a) **Full time** employees shall be scheduled four (4) days off (without pay) in a bi-weekly period. Two (2) of the four (4) days shall be consecutive and one (1) of those days shall be a Sunday.

(b) **Part time** employees shall be scheduled four (4) days off (without pay) in a bi-weekly period, at least two (2) of which shall be consecutive. At least once every four weeks, such consecutive days shall be a Saturday and a Sunday.

The Employer accepts the Union's foregoing counter proposal new Article 18.05

UNION PROPOSAL

18.08 Overtime, Work on Scheduled Days Off, Work Schedules

- (f) Where a regular full-time employee's posted schedule is changed by Canadian Blood Services without providing the employee with **seventy-two hours (72)** ~~twenty-four (24) hours'~~ notice of such change or less, without mutual agreement of the employee, the employee shall receive time and one-half (1.5) of her regular straight time hourly rate for all hours worked on the affected shift, except when a shift change occurs due to catastrophic or natural disasters beyond the control of the Centre.

The Employer accepts the Union's foregoing proposal Article 18.08