

**COLLECTIVE AGREEMENT**

**between**

**The Izaak Walton Killam Health Centre  
(The "Employer")**

**and**

**The Nova Scotia Government & General Employees Union  
(The "Union")**

**Health Care Bargaining Unit**

**November 1, 2003 to October 31, 2006**

## TABLE OF CONTENTS

**NOTE:** For ease of reference an asterisk (\*) has been placed beside each article which has been amended or added to this collective agreement in the most recent round of collective bargaining. This does not apply where only the numbering of articles has been altered (for example, when a new article has been added) and such numbering changes have not been identified by an asterisk.

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<b>PREAMBLE</b>	<b>1</b>
<b>ARTICLE 1 - INTERPRETATION AND DEFINITIONS</b>	<b>1</b>
1.01    Definitions.....	1
1.02    Service.....	2
1.03    Seniority.....	3
1.04    Casual Seniority.....	3
1.05    Gender.....	4
1.06    Headings .....	4
<b>ARTICLE 2 - RECOGNITION</b>	<b>4</b>
2.01    Bargaining Agent Recognition .....	4
2.02    No Discrimination for Union Activity.....	5
2.03    No Discrimination.....	5
2.04    Sexual and Personal Harassment.....	5
2.05    Same Sex Family Status .....	5
2.06    Union Representation.....	5
<b>ARTICLE 3 - APPLICATION</b>	<b>5</b>
<b>ARTICLE 4 - FUTURE LEGISLATION</b>	<b>6</b>
<b>ARTICLE 5 - MANAGEMENT RIGHTS</b>	<b>6</b>
5.01    Management Rights .....	6
5.02    Consistent Application.....	6
<b>ARTICLE 6 - RIGHTS AND PROHIBITIONS</b>	<b>6</b>
6.01    No Lockout or Strike .....	6
6.02    No Sanction of Strike.....	6
6.03    Emergency Services.....	6
<b>ARTICLE 7 - UNION INFORMATION</b>	<b>7</b>
7.01    Bulletin Boards .....	7
7.02    Distribution of Union Literature .....	7
7.03    Computer Access .....	7
<b>ARTICLE 8 - INFORMATION</b>	<b>7</b>
8.01    Copies of Agreement .....	7
8.02    Letter of Appointment.....	7
8.03    Employer to Acquaint New Employees.....	7
8.04    Position Descriptions .....	8
8.05    Bargaining Unit Information.....	8
<b>ARTICLE 9 – APPOINTMENT*</b>	<b>8</b>
9.01    Appointment Status.....	8
9.02    Probationary Period* .....	8
9.03    Confirmation of Permanent Appointment* .....	8
9.04    Termination of Probationary Appointment.....	9
9.05    Pay in Lieu of Termination Notice .....	9
9.06    Notification to the Union .....	9

<b>ARTICLE 10 - CHECKOFF .....</b>	<b>9</b>
10.01 Deduction of Union Dues and Assessments .....	9
10.02 Notification of Deduction .....	9
10.03 Religious Exclusions.....	10
10.04 Remittance of Union Dues and Assessments.....	10
10.05 Liability.....	10
<b>ARTICLE 11 - STEWARDS.....</b>	<b>10</b>
11.01 Recognition.....	10
11.02 Notification .....	10
11.03 Servicing of Grievances.....	10
<b>ARTICLE 12 - TIME OFF FOR UNION BUSINESS .....</b>	<b>11</b>
12.01 Leave Without Pay.....	11
12.02 Notification to Employer .....	11
12.03 Annual Meeting .....	11
12.04 Contract Negotiations .....	11
12.05 Arbitration and Joint Consultation.....	11
12.06 Grievance Meetings .....	12
12.07 Salary Continuance .....	12
12.08 No Loss of Service/Seniority.....	12
12.09 Leave of Absence for Full-Time President.....	12
<b>ARTICLE 13 - HOURS OF WORK* .....</b>	<b>13</b>
13.01 Hours of Work .....	13
13.02 Rest Interval Between Scheduled Shifts .....	13
13.03 Posting of Shift Schedules* .....	14
13.04 Exchange of Shifts .....	14
13.05 Rotation of Shifts .....	14
13.06 Meal Breaks .....	14
13.07 Rest Periods .....	15
13.08 Deviation from Regular Schedules .....	15
13.09 Consecutive Shifts .....	15
13.10 Flexible Working Hours .....	15
13.11 Modified Work Week .....	15
13.12 Return to Regular Times of Work .....	16
<b>ARTICLE 14 – OVERTIME * .....</b>	<b>16</b>
14.01 Overtime .....	16
14.02 Allocation & Notice of Overtime .....	16
14.03 Union Consultation .....	16
14.04 Overtime Eligibility & Computation .....	16
14.05 Overtime Approval .....	17
14.06 Overtime Meal Allowance.....	17
14.07 Overtime Compensation .....	17
14.08 Compensation for Performing Other Duties* .....	17
14.09 Form of Compensation .....	17
14.10 Overtime Pay* .....	18
14.11 Daylight Saving Time* .....	18
<b>ARTICLE 15 - STANDBY AND CALL BACK.....</b>	<b>18</b>
15.01 Standby Compensation .....	18
15.02 Employee Availability .....	18
15.03 Failure to Report .....	18

15.04	Callback Compensation .....	18
15.05	Transportation Allowance.....	19
15.06	Rest Interval After Call Back.....	19
15.07	Compensation Where Rest Interval Not Taken .....	19
<b>ARTICLE 16 – VACATIONS*</b>	<b>.....</b>	<b>19</b>
16.01	Annual Vacation Entitlement.....	19
16.02	Vacation Year .....	20
16.03	Vacation Request.....	20
16.04	Vacation Scheduling .....	20
16.05	Restriction on Numbers of Employees on Vacation.....	20
16.06	Unbroken Vacation Entitlement .....	21
16.07	Vacation Carry Over.....	21
16.08	Accumulative Vacation Carry Over.....	21
16.09	Use of Accumulated Vacation Carry Over .....	21
16.10	Borrowing of Unearned Vacation Credits .....	21
16.11	Employee Compensation Upon Separation .....	22
16.12	Employer Compensation Upon Separation.....	22
16.13	Reconciling Vacation Credits Upon Death* .....	22
16.14	Vacation Records .....	22
16.15	Illness While On Vacation .....	22
16.16	Recall from Vacation .....	22
<b>ARTICLE 17 – HOLIDAYS*</b>	<b>.....</b>	<b>23</b>
17.01	Paid Holidays*.....	23
17.02	Exception .....	23
17.03	Holiday Falling on a Day of Rest .....	24
17.04	Holiday Coinciding with Paid Leave.....	24
17.05	Compensation for Work on a Holiday .....	24
17.06	Overtime on a Holiday.....	24
17.07	Holiday Compensation for Part Time Employees .....	25
17.08	Christmas or New Year's Day Off .....	25
17.09	Illness on a Paid Holiday .....	25
<b>ARTICLE 18 - SPECIAL LEAVE*</b>	<b>.....</b>	<b>25</b>
18.01	Special Leave.....	25
18.02	Bereavement Leave.....	26
18.03	Court Leave.....	26
18.04	Pregnancy Leave* .....	27
18.05	Parental Leave* .....	30
18.06	Adoption Leave* .....	32
18.07	Leave for Birth of Child.....	34
18.08	Leave for Adoption of Child.....	34
18.09	Leave for Family Illness and Medical and Dental Appointments* .....	34
18.10	Compassionate Care Leave* .....	35
18.11	Education Leave.....	35
18.12	In-Service Conferences.....	35
18.13	Leave for Storms or Hazardous Conditions.....	36
18.14	Military Leave*.....	36
<b>ARTICLE 19 - SICK LEAVE</b>	<b>.....</b>	<b>36</b>
19.01	Eligibility .....	36
19.02	Accumulation of Credits .....	37

19.03	Medical Certificate.....	37
19.04	Employee Entitlement.....	37
19.05	Information to Employee .....	37
19.06	LTD Top Up .....	38
19.07	Top Up Limitation .....	38
<b>ARTICLE 20</b>	<b>- EMPLOYEE PERFORMANCE REVIEW &amp; EMPLOYEE FILES* .....</b>	<b>38</b>
20.01	Employee Performance Review*.....	38
20.02	Record of Disciplinary Action.....	38
20.03	Notice of Performance Improvement Requirements .....	39
20.04	Employee Access to Personnel File.....	39
<b>ARTICLE 21</b>	<b>- DISCIPLINE &amp; DISCHARGE .....</b>	<b>39</b>
21.01	Just Cause.....	39
21.02	Notification .....	39
21.03	Grievance .....	39
<b>ARTICLE 22</b>	<b>- JOB SECURITY*.....</b>	<b>40</b>
22.01	Joint Labour Relations Committee .....	40
22.02	Training and Retraining .....	40
22.03	Application.....	41
22.04	Transition Support Program*.....	41
22.05	Employee Placement Rights .....	41
22.06	Volunteers.....	42
22.07	Insufficient Volunteers.....	42
22.08	Layoff Notice.....	42
22.09	Layoff.....	42
22.10	Layoff Procedure .....	42
22.11	Notice of Layoff.....	43
22.12	Pay in Lieu of Notice .....	43
22.13	Displacement Procedure .....	44
22.14	Recall Procedures.....	44
22.15	Termination of Recall Rights.....	45
22.16	Loss of Seniority .....	45
22.17	No New Employees .....	46
22.18	Transition Support Program.....	46
22.19	Layoff Exception .....	46
22.20	Contracting Out.....	46
<b>ARTICLE 23</b>	<b>- GRIEVANCE PROCEDURE .....</b>	<b>49</b>
23.01	Grievances.....	49
23.02	Union Approval .....	50
23.03	Grievance Procedure.....	50
23.04	Grievance Mediation.....	51
23.05	Union Referral to Arbitration.....	51
23.06	Union Representation.....	51
23.07	Time Limits.....	51
23.08	Amending of Time Limits .....	51
23.09	Policy Grievance.....	51
23.10	Sexual Harassment and Personal Harassment .....	51
<b>ARTICLE 24</b>	<b>- ARBITRATION PROCEDURE.....</b>	<b>52</b>
24.01	Notification .....	52
24.03	Regular Arbitration Procedure.....	52

24.04	Expedited Arbitration Procedure .....	53
24.05	Relief Against Time Limits .....	53
24.06	Arbitration Award .....	53
24.07	Arbitration Expenses.....	53
<b>ARTICLE 25 - JOINT CONSULTATION* .....</b>		<b>54</b>
<b>ARTICLE 26 - RETIREMENT ALLOWANCE* .....</b>		<b>54</b>
26.01	Retirement Allowance .....	54
26.02	Retirement Allowance Upon Death.....	54
26.03	Calculation of Retirement Allowance.....	55
26.04	Recognition of Service Award*.....	55
<b>ARTICLE 27 - PENSION PLAN, GROUP LIFE INSURANCE &amp; MEDICAL PLAN &amp; LONG TERM DISABILITY PROGRAM*.....</b>		<b>55</b>
<b>ARTICLE 28 - HEALTH &amp; SAFETY*.....</b>		<b>56</b>
28.01	Health and Safety Provisions .....	56
28.02	Occupational Health and Safety Act.....	56
28.03	Joint Occupational Health and Safety Committee.....	56
28.04	Right to Refuse Work and Consequences of Refusal .....	58
28.05	Restriction on Assignment of Work Where Refusal.....	60
28.06	First-Aid Kits .....	60
28.07	Protection of Pregnant Employees*.....	60
28.08	Uniforms & Protective Clothing.....	60
<b>ARTICLE 29 - TRANSPORTATION* .....</b>		<b>61</b>
29.01	Reimbursement for Travel Between 2400 and 0600* .....	61
29.02	Reimbursement for Transportation To and From Meetings .....	61
29.03	Employees Providing Own Transportation*.....	61
<b>ARTICLE 30 - JOB POSTING* .....</b>		<b>61</b>
30.01	Job Posting* .....	61
30.02	Filling Vacancies or Assignments .....	62
30.03	Retention of Status .....	62
<b>ARTICLE 31 - REOPENER CLAUSE.....</b>		<b>62</b>
31.01	Reopener .....	62
<b>ARTICLE 32 – PAY* .....</b>		<b>62</b>
32.01	Rates of Pay* .....	62
32.02	Rate of Pay Upon Appointment.....	63
32.03	Exception .....	63
32.04	Rate of Pay Upon Promotion .....	63
32.05	Exception .....	63
32.06	Rate of Pay Upon Demotion .....	64
32.07	Anniversary Date .....	64
32.08	Rate of Pay Upon Reclassification .....	64
32.09	Salary Increments.....	64
32.10	Notice of Withheld Increment .....	64
32.11	Granting of Withheld Increment.....	64
32.12	Increases.....	65
32.13	Acting Pay.....	65
32.14	Shift Premium* .....	65
32.15	Weekend Premium.....	65
32.16	Registration/Licensing Fees.....	66
<b>ARTICLE 33 - CLASSIFICATION &amp; RECLASSIFICATION* .....</b>		<b>66</b>

33.01	Classification and Salary Adjustments*	66
33.02	Classification Appeal Procedure	66
<b>ARTICLE 34 - COMPENSATION FOR INJURY ON DUTY</b>		<b>67</b>
34.01	Report of Injuries	67
34.02	Benefit Entitlement	67
<b>ARTICLE 35 - EMPLOYER'S LIABILITY</b>		<b>68</b>
35.01	Employer's Liability	68
<b>ARTICLE 36 - PART TIME EMPLOYEES</b>		<b>68</b>
36.01	Application of Collective Agreement	68
36.02	Entitlement to Benefits	68
36.03	Earning Entitlements	68
36.04	Unpaid Leave	68
36.05	Bereavement Leave	69
36.06	Service	69
36.07	Overtime	69
36.08	Group Insurance	69
36.09	Pension	70
<b>ARTICLE 37 - JOB SHARING*</b>		<b>70</b>
37.01	Terms and Conditions of Job Sharing	70
37.02	Rights and Benefits	70
37.03	Existing Employees Only	70
37.04	Operational Requirements	70
37.05	Qualifications	71
37.06	Identification of Job Share	71
37.07	Period of Job Share*	71
37.08	Work Schedule Requirements	71
37.09	Service	71
37.10	Hours of Work	71
37.11	Pro-Rating of Benefits	72
37.12	Pension	72
37.13	Termination	72
37.14	Notice	73
37.15	Extension of Job Share	73
37.16	Filling of Vacancy	73
37.17	Costs	73
<b>ARTICLE 38 - CASUAL EMPLOYEES*</b>		<b>73</b>
38.01	Application of the Collective Agreement	73
38.02	Exceptions	73
38.03	Appointment	74
38.04	Probationary Period	74
38.05	Termination of Probationary Appointment	74
38.06	Assignment of Casual Employees	74
38.07	Pay in Lieu of Benefits	75
38.08	Overtime	75
38.09	Holiday Pay*	75
38.10	Overtime on a Holiday*	75
38.11	Leaves	75
38.12	Rate of Pay upon Appointment	76
38.13	Exception to Rate of Pay	76

38.14	Pay Increments.....	76
38.15	No Avoidance .....	76
38.16	Termination of Employment Relationship.....	76
<b>ARTICLE 39 - LONG ASSIGNMENTS, SHORT ASSIGNMENTS &amp; RELIEF</b>		
	<b>ASSIGNMENTS* .....</b>	<b>76</b>
39.01	Casual Availability List .....	76
39.02	Employee(s) on Recall List.....	76
39.03	Work Area Specific Casual Lists.....	77
39.04	Long Assignments .....	78
39.05	Short Assignments .....	79
39.06	Part-time Employees Accepting Assignments of Full-time Hours.....	80
39.07	Relief Assignments .....	80
39.08	Cancellation of Relief Assignment .....	81
39.09	Reporting Pay.....	81
39.10	Termination of Assignments* .....	81
39.11	Pay in Lieu of Notice .....	81
39.12	Completion of Assignments.....	82
39.13	Casuals Placed in Assignments.....	82
39.14	Overtime Restrictions .....	82
<b>ARTICLE 40 - NOTICE OF RESIGNATION .....</b>		
40.01	Notice of Resignation .....	82
40.02	Absence Without Permission.....	82
40.03	Failure to Give Notice.....	83
40.04	Acknowledgment of Letters of Resignation .....	83
40.05	Withdrawal of Resignation .....	83
<b>ARTICLE 41 - PREPAID LEAVE PLAN.....</b>		
41.01	Purpose.....	83
41.02	Terms of Reference.....	83
41.03	Eligibility .....	84
41.04	Application.....	84
41.05	Leave.....	84
41.06	Payment Formula and Leave of Absence .....	84
41.07	Benefits .....	85
41.08	Withdrawal.....	86
41.09	Written Contract.....	86
<b>ARTICLE 42 - TERM OF AGREEMENT* .....</b>		
<b>APPENDIX "A" - PAY PLAN.....</b>		
<b>APPENDIX 1 - EXPEDITED ARBITRATION - RULES OF PROCEDURE .....</b>		
<b>MEMORANDUM OF AGREEMENT #1 - TRANSITION SUPPORT PROGRAM* .....</b>		
<b>MEMORANDUM OF AGREEMENT #2 - MARKET ADJUSTMENT .....</b>		
<b>MEMORANDUM OF AGREEMENT #3 - UNIT CLOSURES .....</b>		
<b>MEMORANDUM OF AGREEMENT #4 - TEAM LEADER STIPENDS.....</b>		
<b>MEMORANDUM OF AGREEMENT #5 - RETROACTIVITY.....</b>		
<b>MEMORANDUM OF AGREEMENT #6 - PARITY MAINTENANCE.....</b>		
<b>MEMORANDUM OF AGREEMENT #7 - REVIEW FOR CLASSIFICATIONS</b>		
<b>WITH NO MATCHING COUNTERPART AT CDHA* ..</b>		
<b>MEMORANDUM OF AGREEMENT #8 - PROVINCIAL BENEFITS COMMITTEE* ..</b>		
<b>MEMORANDUM OF AGREEMENT #9 - LOCAL BENEFITS COMMITTEE* .....</b>		
<b>ALPHABETICAL INDEX.....</b>		

## **PREAMBLE**

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of work, employee benefits and general working conditions affecting employees covered by this Agreement. And whereas the parties to this Agreement desire to improve the quality of patient care in the Employer, and to promote the well being of employees to the end that the patients of the Employer shall be well and efficiently served.

## **ARTICLE 1 - INTERPRETATION AND DEFINITIONS**

### **1.01 Definitions**

For the purpose of this Agreement:

- (a) **"Common-law relationship"** is said to exist when, for a continuous period of more than one (1) year, an employee has lived with a person, publicly represented that person to be her spouse, and lives continually with that person as if that person were her spouse.
- (b) **"Day"**, except where otherwise provided, means Monday through Friday, excluding holidays.
- (c) **"Employee"** means a person who is included in the bargaining unit as defined in Article 2:01 and includes:
  - (i) **"Casual Employee"** is a non-permanent employee;
  - (ii) **"Full-time Employee"** is an employee who is hired to work the bi-weekly hours of work as provided in this Agreement;
  - (iii) **"Part-time Employee"** is an employee who is hired to work less than the full-time hours of work as provided in this Agreement; and
  - (iv) **"Permanent Employee"** is an employee who has completed her probationary period and is employed on a full-time or part-time basis without reference to any specified date of termination of employment.
- (d) **"Employer"** means the Izaak Walton Killam Health Centre.
- (e) **"Holiday"** means the twenty-four (24) hour period commencing 0001 hours and ending at 2359 hours on the day designated as a holiday in this Agreement.
- (f) **"Leave of absence"** means absent from work with permission.

- (g) **"Lockout"** includes the closing of a place of employment, a suspension of work or a refusal by the Employer to continue to employ a number of its employees done to compel the employees, or to aid another employer to compel its employees, to agree to terms or conditions of employment.
- (h) **"Predecessor Employer"** means the Izaak Walton Killam Hospital for Children or the Salvation Army Grace Maternity Hospital with respect to employees who were employed by either Employer as of December 20, 1996.
- (i) **"Spouse"** means husband, wife and common-law spouse. Common-law spouse includes a same sex partner in a common-law relationship except for purposes of a pension plan where the pension plan contemplates otherwise.
- (j) **"Strike"** includes a cessation of work, or refusal to work or continue to work by employees in combination or in concert or in accordance with a common understanding, for the purpose of compelling their Employer to agree to terms or conditions of employment or to aid other employees in compelling their employer to agree to terms or conditions of employment.
- (k) **"Union"** means the Nova Scotia Government & General Employees Union.
- (l) **"Week-end"** means the forty-eight (48) consecutive hour period commencing at 0001 hours Saturday to 2400 hours on Sunday.
- (m) **"Working Day"** means any calendar day on which an employee is scheduled to work.

## 1.02 Service

For the purposes of this Agreement, "service" means:

- (a)
  - (i) the service with which an employee was credited with as an employee of a Predecessor Employer immediately prior to the establishment of the Employer pursuant to the *Izaak Walton Killam Health Centre Act*.
  - (ii) total continuous accumulated months of service with the Employer.
- (b) Notwithstanding Article 1.02(a)(ii), except as otherwise provided in this Agreement, no service and therefore no service related benefits shall be credited to an employee who does not receive salary for in excess of ten (10) days during that calendar month.

### **1.03 Seniority**

(a) "Seniority" shall be defined in accordance with the following:

(i) Establishing Seniority as of December 20, 1996

Seniority of Bargaining Unit employees as of December 20, 1996 is defined as their length of continuous employment since their date of hire by a predecessor Employer and includes those employees in classifications who voted to come into the bargaining unit on September 3 and September 18, 1997.

(ii) Accumulation of Seniority after December 20, 1996:

All employees, except casual employees, in the bargaining unit accumulate seniority after December 20, 1996 for continuous employment in the bargaining unit at the IWK Health Centre represented by the Union.

(b) Posting of Seniority Lists:

(i) Within sixty (60) days following the signing of this Agreement, and annually thereafter on December 15, the Employer shall post a list setting out each employee's seniority date. Each employee shall have thirty (30) days from the date the list is posted to challenge her seniority date in writing. The Employer shall reply to the employee's written objection within thirty (30) days of receipt of the written objection. If no written objection is received by the Employer within thirty (30) days from the date the list is posted, the seniority date on the list shall be the employee's seniority date for all purposes following the posting of the list.

(ii) An employee who is absent from work for any part of the thirty (30) day posting period shall have thirty (30) days from the date of her return to work to object in writing to her seniority date. However, until and unless such written objection is received by the Employer, and in any event no later than thirty (30) days from the employees return to work, the posted seniority date for the employee will be considered to be the employee's seniority date for all purposes.

### **1.04 Casual Seniority**

(a) There shall be a separate casual employee seniority list.

(b) Casual employees shall accumulate seniority on the basis of hours worked, including any hours worked during a Long or Short Assignment, on or after February 15, 1999.

- (c) A casual employee who is appointed to a permanent position through Job Posting shall have her seniority for all purposes as of the date of her appointment to the permanent position. If the employee was in a Long or Short Assignment, or an uninterrupted series of Long or Short Assignments immediately prior to being appointed to the said permanent position without interruption, the employee's seniority will date back to her appointment to the said Assignment. For the purpose of this provision, an interruption shall be any bi-weekly pay period where a casual employee did not receive compensation for work with respect to a Long or Short Assignment.
- (d) Within sixty (60) days following the signing of this Agreement, and semi-annually thereafter, in the first pay period ending in January and July in each year, the Employer shall post a list setting out each casual employee's accumulated hours as of the preceding pay period. This list is for the purpose of casual employee's seniority. Each casual employee shall have fifteen (15) days from the date the list is posted to challenge her casual seniority in writing. The Employer shall reply to the casual employee's written objection within fifteen (15) days of receipt of the written objection. If no written objection is received by the Employer within fifteen (15) days from the date the list is posted, the casual seniority on the list shall be the casual employee's seniority for all purposes following the posting of the list.

### **1.05 Gender**

Unless any provision in this Agreement otherwise specifies, words importing the female gender shall include males and vice versa.

### **1.06 Headings**

The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

## **ARTICLE 2 - RECOGNITION**

### **2.01 Bargaining Agent Recognition**

The Employer recognizes the Union as the exclusive Bargaining Agent of the employees in the bargaining unit, as follows:

All full time, regular part time, and casual health care employees of the Employer, but excluding those persons described in paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act* and those persons listed in Appendix A to the Certification Order of the Labour Relations Board, being LRB # 4405.

## **2.02 No Discrimination for Union Activity**

The parties agree that there will be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or legal activity in the Union.

## **2.03 No Discrimination**

The Union and the employees support a workplace free of discrimination. Neither the Employer, nor any person acting on behalf of the Employer, shall refuse to continue to employ any employee or otherwise discriminate against any employee, on the basis of race, religion, creed, colour, ethnic or national or aboriginal origin, sex, sexual orientation, source of income, political belief, affiliation or activity, family status, marital status, age, or physical disability or mental disability, except as authorized by the *Human Rights Act*.

## **2.04 Sexual and Personal Harassment**

The Employer shall provide and the Union and employees shall support a workplace free from sexual harassment and any other harassment based on the protected characteristics set out in Article 2.03.

## **2.05 Same Sex Family Status**

Any applicable family oriented benefits, e.g., bereavement leave, medical/dental, etc. shall be available to families with same sex spouses except for pension plans where the pension plan contemplates otherwise.

## **2.06 Union Representation**

The Union shall have the right, at any time, to the assistance of designated Union representatives whose names have been forwarded in writing to the Employer. Such designated Union representatives shall have access to the Employer's premises for the purpose of investigating and settling a grievance and/or the regular conduct of Union business with the Employer, providing she first obtains permission of the Employer. Such permission shall not be unreasonably withheld.

# **ARTICLE 3 - APPLICATION**

**3.01** This Agreement, including each of the Memoranda of Agreement which are attached, apply to and are binding on the Union, the employees and the Employer.

## **ARTICLE 4 - FUTURE LEGISLATION**

- 4.01** In the event that any law passed by the Legislature applying to the employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

### **5.01 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.

### **5.02 Consistent Application**

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

## **ARTICLE 6 - RIGHTS AND PROHIBITIONS**

### **6.01 No Lockout or Strike**

The Employer shall not cause a lockout and an employee shall not strike during the term of this Agreement.

### **6.02 No Sanction of Strike**

The Union shall not sanction, encourage, or support financially or otherwise, a strike by its members or any of them who are governed by the provisions of this Agreement during the term of this Agreement.

### **6.03 Emergency Services**

- (a) Notwithstanding an employee's right to strike, the Union agrees that during a legal strike, a sufficient number of bargaining unit employees will be provided to assist the Employer where there are insufficient numbers of excluded persons to provide emergency treatment or care of any patient, if, in the opinion of the majority of the Emergency Services Evaluation Committee, a patient's life would be endangered or where the discharge of a remand patient would endanger public safety.

- (b) The Emergency Services Evaluation Committee shall consist of equal representation from the Employer and the Union.

## **ARTICLE 7 - UNION INFORMATION**

### **7.01 Bulletin Boards**

The Employer shall provide adequate and visible bulletin board space for the posting of notices by the Union pertaining to elections, appointments, meeting dates, news items, social and recreational affairs.

### **7.02 Distribution of Union Literature**

The Employer shall, where facilities permit, make available to the Union specific locations on its premises for the placement of bulk quantities of literature of the Union.

### **7.03 Computer Access**

Where possible and provided no additional costs are incurred by the Employer, representatives of the Union shall be granted computer access for the purpose of distributing notices to members of the bargaining unit.

## **ARTICLE 8 - INFORMATION**

### **8.01 Copies of Agreement**

The Employer agrees to supply each employee with a copy of the Agreement within sixty (60) days of signing. The cost shall be paid in equal share by the Employer and the Union.

### **8.02 Letter of Appointment**

An employee, upon hiring or change of status, shall be provided with a statement of her classification and employment status, including designation as to her percentage of full-time hours, and pay scale applicable to her position. A report of such changes within the bargaining unit will be forwarded to the Union on a monthly basis.

### **8.03 Employer to Acquaint New Employees**

The Employer agrees to provide new employees with a copy of the collective agreement in effect and acquaint them with the conditions of employment set out in the articles concerning checkoff and stewards.

#### **8.04 Position Descriptions**

- (a) Upon request by the employee, the Employer shall provide the position description outlining the duties and responsibilities assigned to her position.
- (b) The Employer will endeavor to ensure that position descriptions are reviewed and revised where necessary at periodic intervals but under no circumstances shall that interval be in excess of three (3) years.
- (c) Copies of all current position descriptions shall be forwarded to the Union upon signing of this Agreement. Thereafter, all revised position descriptions shall be provided to the Union within fifteen (15) days of revision.

#### **8.05 Bargaining Unit Information**

With reasonable notice, the Employer agrees to provide the Union such information relating to employees in the bargaining unit as may be reasonably required by the Union for the purpose of collective bargaining.

### **ARTICLE 9 – APPOINTMENT\***

#### **9.01 Appointment Status**

An employee shall be appointed on a permanent basis, or on a casual basis in accordance with Article 38.

#### **9.02 Probationary Period\***

- (a)\* Notwithstanding Article 9.01, a newly hired employee may be appointed to her position on a probationary basis for a period not to exceed 495 hours of time actually worked or ten (10) months, whichever is greater.
- (b) A previous permanent employee whose employment was terminated for any reason and who is re-employed in the same classification within twelve (12) months from the date of such termination shall not be required to undergo a second (2nd) probationary period.

#### **9.03 Confirmation of Permanent Appointment\***

- (a) The Employer may, after a permanent employee has served in a position on a probationary basis for a period of four (4) months or more but less than ten (10) months, confirm the appointment on a permanent basis.

- (b)\* The Employer shall, after the permanent employee has served in a position on a probationary basis for the period indicated in Article 9.02 (a), confirm the appointment on a permanent basis.

**9.04 Termination of Probationary Appointment**

- (a) The Employer may terminate a probationary appointment at any time.
- (b) If the employment of an employee appointed to a position on a probationary basis is to be terminated for reasons other than willful misconduct or disobedience or neglect of duty, the Employer shall advise the employee of the reasons in writing not less than ten (10) days prior to the date of termination.
- (c) The Employer shall notify the Union when a probationary employee is terminated.

**9.05 Pay in Lieu of Termination Notice**

Where less notice in writing is given than required in Article 9.04(b), an employee terminated in accordance with Article 9.04(b) shall continue to receive her pay for the number of days prior to the date of termination.

**9.06 Notification to the Union**

The Employer shall advise the Union of the appointment, termination, or change of status of each employee in the bargaining unit in accordance with Article 8.02.

**ARTICLE 10 - CHECKOFF**

**10.01 Deduction of Union Dues and Assessments**

The Employer will, as a condition of employment, deduct an amount equal to the amount of the membership dues and assessments uniformly required to be paid by all members of the Union from the bi-weekly pay of all employees in the bargaining unit.

**10.02 Notification of Deduction**

The Union shall inform the Employer in writing of the authorized deduction to be checked off for employees mentioned in Article 10.01.

### **10.03 Religious Exclusions**

Deductions for membership dues and assessments shall not apply to any employee who, for religious reasons, cannot pay union dues and assessments, provided she makes a contribution equal to said union dues and assessments to some recognized charitable cause.

### **10.04 Remittance of Union Dues and Assessments**

The amounts deducted in accordance with Article 10.01 shall be remitted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on her behalf.

### **10.05 Liability**

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

## **ARTICLE 11 - STEWARDS**

### **11.01 Recognition**

The Employer acknowledges the right of the Union to appoint employees as Stewards.

### **11.02 Notification**

The Union agrees to provide the Employer with a list of employees designated as Shop Stewards.

### **11.03 Servicing of Grievances**

It is understood that the Stewards and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances and Union business should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, a Steward shall not leave her job without giving an explanation for leaving and obtaining her Supervisor's permission. Permission shall not be unreasonably withheld. The Steward shall report back to her Supervisor before resuming the normal duties of her position. Stewards shall not suffer a loss of pay for time spent in investigating grievances.

## **ARTICLE 12 - TIME OFF FOR UNION BUSINESS**

### **12.01 Leave Without Pay**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave without pay to employees, who are elected as officers of the Union, for the purpose of conducting Union business. Such permission shall not be unreasonably withheld.

### **12.02 Notification to Employer**

The Union shall notify the Employer of the names, including the department wherein the employee is employed, of the officers of the Union and of the Union Bargaining Committee.

### **12.03 Annual Meeting**

- (a) Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay for a period not exceeding two (2) days, and special leave without pay for travelling time for such portion of the working day prior to and following the meeting as may be required for up to one (1) employee who has been elected or appointed as a registered delegate to attend the Annual Meeting of the Union. Such permission shall not be unreasonably withheld.
- (b) Where operational requirements permit and on reasonable notice, the Employer shall grant special leave without pay for a period not exceeding two (2) days and special leave without pay for travelling time for such portion of the working day prior to and following the meeting as may be required to employees who are elected or appointed as registered delegates to attend the Annual Meeting of the Union. Such permission shall not be unreasonably withheld.

### **12.04 Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave for not more than four (4) representatives of the bargaining unit for the purpose of attending contract negotiation meeting with the Employer on behalf of the Union. Such representatives shall not suffer a loss of regular pay for time spent in contract negotiations with the Employer. The Employer will make every reasonable effort to adjust the schedules of such representatives when requested.

### **12.05 Arbitration and Joint Consultation**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to employees who are:

- (a) called as a witness by an Arbitration Board prescribed by Article 24.
- (b) Meeting with management in joint consultation as prescribed by Article 25.

### **12.06 Grievance Meetings**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to an employee for the purpose of attending grievance meetings with the Employer.

### **12.07 Salary Continuance**

The Employer will continue the salary of an employee who is granted leave without pay in accordance with Article 12.01 and will bill the Union for the employee's salary.

### **12.08 No Loss of Service/Seniority**

While on leave for Union business pursuant to this Article, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous.

### **12.09 Leave of Absence for Full-Time President**

Leave of absence for the full-time President of the Union shall be granted in accordance with the following:

- (a) 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.
- (b) An employee elected or appointed as President of the Union shall be given leave of absence without pay for the term(s) she is to serve.
- (c) A leave of absence for a second (2nd) and subsequent consecutive term(s) shall be granted in accordance with paragraph (a) and (b).
- (d) For the purposes of paragraph (b) and (c), the leave of absence shall commence as determined by the Union, provided one month's notice is provided to the Employer.
- (e) All benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Employer.

- (f) Notwithstanding paragraphs (b) and (e), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.
- (g) 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.
- (h) Notwithstanding paragraph (b) or any provision of this Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Employer for all purposes.
- (i) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence.
- (j) The Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the employee during the period of leave of absence.

## **ARTICLE 13 - HOURS OF WORK\***

### **13.01 Hours of Work**

- (a) The normal hours of work shall consist of ten (10) seven and one-half (7.5) hour shifts bi-weekly, exclusive of meal breaks but inclusive of two (2) fifteen (15) minute rest periods per shift. Shift arrangements and modifications to same in variance to the foregoing may be mutually agreed upon.

This shall not constitute a violation of this Agreement nor give rise to any claim for overtime provided that the bi-weekly hours of work when averaged over the full rotation do not exceed seventy-five (75) hours.

- (b) The Employer and the Union may, by mutual agreement, provide for hours of work which are other than standard hours of work as noted in Article 13.01 (a). In such cases, a Memorandum of Agreement shall be included to accommodate contract changes.

### **13.02 Rest Interval Between Scheduled Shifts**

Every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within fourteen (14) hours of the completion of the employee's previous shift, and to avoid excessive fluctuations in hours of work. This does not apply

if the employee works overtime, or where there is an exchange of shift assignments in accordance with Article 13.04.

### **13.03 Posting of Shift Schedules\***

- (a) The Employer agrees to post shift schedules of a four (4) week duration at least four (4) weeks prior to the expiry of the posted schedule. The Employer shall make every reasonable effort not to change shifts. Employees may request to exchange shifts as provided for in Article 13.04.
- (b) If the Employer changes both the start and end times of a shift with less than 16 hours notice the affected employee shall be paid at the rate of one and one-half (1.5x) times her regular hourly rate for the shift. The Employer agrees to discuss with the Union any excessive changes to posted schedules. This Article shall not apply to casual employees unless they are in a short or long assignment.

### **13.04 Exchange of Shifts**

Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

### **13.05 Rotation of Shifts**

Where an employee is required to work rotating shifts, days, evenings, and night duty will be assigned to employees as equally as possible. This does not preclude an employee from being assigned to an evening or night shift at her request where such continuing assignment is acceptable to the Employer. In the event that the Employer intends to implement changes in the times that shifts commence for incumbent employees and such changes are to be of a permanent and ongoing nature the Employer shall consult with the Union as early as possible and at least two (2) weeks in advance. This shall have no application where changes in the schedule are necessary to meet the immediate needs of the Employer. The Employer shall make every reasonable effort to minimize the adverse effects of shift changes on the employees.

### **13.06 Meal Breaks**

Meal breaks shall not be less than thirty (30) minutes, and not more than one (1) hour, except by mutual agreement in writing. Should an employee be recalled to duty or precluded from taking a scheduled meal break owing to the press of work and the meal break cannot be rescheduled, the difference between the meal break time taken and the originally scheduled meal break, in so far as this difference qualifies as overtime per Article 14 shall be compensated at the applicable overtime rate.

This does not preclude other arrangements acceptable to both the Employer and the employee(s), in variance to the foregoing.

### **13.07 Rest Periods**

The Employer shall schedule two (2) rest periods of fifteen (15) minutes during each scheduled shift. Should an employee be recalled to duty or precluded from taking a scheduled rest period, and the rest period cannot be rescheduled, the originally scheduled rest period shall be compensated at the applicable overtime rate.

This does not preclude other arrangements acceptable to both the Employer and the employee(s), in variance to the foregoing.

### **13.08 Deviation from Regular Schedules**

It is recognized and understood that deviation from the regular schedules of work will be necessary and will unavoidably result from emergencies and other unforeseen circumstances. Such deviations shall not be a violation of this contract.

### **13.09 Consecutive Shifts**

- (i) The Employer will endeavour, where possible, to provide that no employee is scheduled to work more than six (6) consecutive days in a two (2) week period.
- (ii) Subject to the limitations of Article 13.08, the Employer shall provide that no employee is scheduled to work more than six (6) consecutive evening shifts or five (5) consecutive night shifts in a two (2) week period.

This does not preclude shift arrangements, acceptable to both the Employer and the employee(s), in variance to the foregoing.

### **13.10 Flexible Working Hours**

The Employer will, where operational requirements and efficiency of the service permit, authorize experiments with a flexible working hours schedule if the Employer is satisfied that an adequate number of employees have requested and wish to participate in such an experiment.

### **13.11 Modified Work Week**

Where employees in a unit have indicated a desire to work a modified work week, the Employer may authorize experiments with a modified work week schedule, providing operational requirements permit and the provision of services are not adversely affected. The averaging period for a modified work week shall not exceed three (3) calendar weeks, and the work day shall not exceed ten (10) hours.

### **13.12 Return to Regular Times of Work**

In the event that a modified work week or flexible working hours system:

- (a) does not result in the provision of a satisfactory service to the public;
- (b) incurs an increase in cost to the employing department; or
- (c) is operationally impractical for other reasons;

the Employer may require a return to regular times of work, in which case the employees shall be provided with forty-five (45) calendar days' advance notice of such requirement.

## **ARTICLE 14 – OVERTIME \***

### **14.01 Overtime**

All hours worked in excess of the scheduled work day (7.5 hour shift or more) or in excess of seventy-five (75) hours in a two (2) week period as defined in Article 13.01 shall be compensated at the employee's overtime rate.

### **14.02 Allocation & Notice of Overtime**

Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on an equitable basis among readily available qualified employees, and
- (b) to give employees who are required to work overtime notice of this requirement as soon as possible after the requirement is known.

### **14.03 Union Consultation**

The Union is entitled to consult the Employer or its representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

### **14.04 Overtime Eligibility & Computation**

An employee must work at least fifteen (15) minutes beyond her normal shift before being eligible for overtime compensation. In computing overtime, a period of more than fifteen (15) minutes but less than or equal to thirty (30) minutes shall be counted as one-half ( $\frac{1}{2}$ ) hour and a period of more than thirty (30) minutes but less than or equal to sixty

(60) minutes shall be counted as one (1) hour. Overtime in excess of one (1) hour shall be rounded to the nearest fifteen (15) minutes.

#### **14.05 Overtime Approval**

Overtime rates will be paid only when the work has supervisory approval.

#### **14.06 Overtime Meal Allowance**

An employee, who is required to work a minimum of three (3) hours' overtime following her scheduled hours of work and where it is not practical for her to enjoy her usual meal break before commencing such work, shall be granted thirty (30) minutes with pay as a meal period and provided with a meal voucher in the amount of seven dollars (\$7.00) redeemable at the Employer's cafeteria. When an exceptional press of work prevents the taking of the meal break, the employee shall be credited with thirty (30) minutes of pay at the overtime rate and provided with a meal voucher in the amount of seven dollars (\$7.00) for use at a later date.

#### **14.07 Overtime Compensation**

An employee shall be compensated at the rate of one and one-half times (1 1/2T) the employee's regular hourly rate for the first four (4) hours of overtime worked and two times (2T) the employee's regular hourly rate for all overtime worked in excess of four (4) hours.

#### **14.08 Compensation for Performing Other Duties\***

When an employee is required to work overtime and during the overtime hours performs duties of a classification other than the duties of her regular position, she will be compensated for the overtime worked at the rate applicable to the duties performed during the overtime or at the overtime rate for her regular position, whichever is greater.

#### **14.09 Form of Compensation**

All compensation for overtime and call back earned during a pay period will be paid except where, upon request of the employee, and with the approval of the Employer, all such overtime and call back earned during the pay period may be granted in the form of time off in lieu of pay. Time so granted shall be calculated by dividing the dollar credits earned by the employee's hourly rate of pay.

An employee who has been granted overtime in the form of time off in lieu of pay may request that she have part or all of the accumulated time in pay. Such payment will be made within two (2) pay periods from the date of the employee's request.

#### **14.10 Overtime Pay\***

Subject to 14.09 an employee shall be paid all overtime compensation within four (4) weeks of working the overtime.

Time off in lieu of pay granted pursuant to Article 14.09 shall be scheduled to be taken at a mutually agreeable time. When time off in lieu of pay has not been scheduled by the end of the fiscal year, the Employer may opt to pay out all hours in the lieu bank in excess of thirty-seven and one-half (37.5) hours.

#### **14.11 Daylight Saving Time\***

The changing of Daylight Saving Time to Standard Time, or vice versa, shall not result in employees being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the employees completing their shift and those commencing their shift.

### **ARTICLE 15 - STANDBY AND CALL BACK**

#### **15.01 Standby Compensation**

Employees who are required by the Employer to standby shall receive standby pay of six dollars (\$6.00) for each standby period of four (4) hours or less.

#### **15.02 Employee Availability**

- (a) An employee designated for standby duty shall be available during her period of standby duty at a known telephone number or pager number and be able to report for duty as quickly as possible if called.
- (b) The Employer, at its own expense, will supply pagers to members of the bargaining unit who are designated for standby duty.

#### **15.03 Failure to Report**

No compensation shall be granted for the total period of standby if the employee is unable to report for duty when required.

#### **15.04 Callback Compensation**

An employee who is called back to work and who reports for work shall be compensated for a minimum of four (4) hours at the straight time rate for the period worked, or at the applicable overtime rate, whichever is greater. The minimum guarantee of four (4) hours

pay at the straight time rate shall apply only once during each eight (8) consecutive hours on standby.

**15.05 Transportation Allowance**

Employees called back shall be reimbursed for transportation to and from the work place to a maximum of seven dollars and fifty cents (\$7.50) per call each way.

**15.06 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 an eight (8) hour period of standby, 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.

**15.07 Compensation Where Rest Interval Not Taken**

Subject to Article 15.06, 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 15.06, 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).

**ARTICLE 16 – VACATIONS\***

**16.01 Annual Vacation Entitlement**

- (a) An employee shall be entitled to receive annual vacation leave with pay:
  - (i) each year during her first forty-eight (48) months of service at the rate of one and one-quarter (1¼) days for each month of service; and
  - (ii) each year after forty-eight (48) months of service at the rate of one and two-thirds (1 ⅔) days for each month of service; and
  - (iii) each year after one hundred and eighty (180) months of service at the rate of two and one-twelfth (2 1/12) days for each month of service; and
  - (iv) each year after three hundred (300) months of service at the rate of two and one-half (2½) days for each month of service.

- (b) An employee who, as of April 1, 1998, has earned entitlement to more vacation than provided for in Article 16.01(a) by virtue of her terms and conditions of employment with the Employer in effect on October 31, 1997, shall retain that entitlement. Any future increase in vacation entitlement for such employees shall be pursuant to Article 16.01(a).

#### **16.02 Vacation Year**

The vacation year shall be April 1 to March 31 inclusive.

#### **16.03 Vacation Request**

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used during the year in which it is earned.
- (b) The employee shall advise the Employer in writing of her vacation preference before February 1 of each year and the Employer will endeavor to approve these requests by March 15 of each year.

#### **16.04 Vacation Scheduling**

An employee shall be granted vacation leave as such time during the year as the Employer determines. Subject to operational requirements of the service, the Employer shall make every reasonable effort to ensure that an employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the Employer is unable to comply with the employee's written request, the Employer or delegated official shall give the reason for the disapproval.

#### **16.05 Restriction on Numbers of Employees on Vacation**

- (a) Where operational requirements necessitate a decision by the Employer to place a restriction of the number of employees on vacation leave at any one time, preference for a period of up to two (2) weeks of unbroken vacation shall be given to employees with the greatest length of seniority.
- (b) After each employee has been granted vacation in accordance with Article 16.05(a), all remaining vacation entitlement shall be granted in accordance with seniority. Once seniority has been exercised for the period of up to two weeks, remaining requests will be granted by seniority, i.e. all second requests and then all third requests.
- (c) After the vacation schedule is posted, if operational requirements permit additional employees to be on vacation leave, such leave shall be offered by

seniority to employees provided the employees requested that time in accordance with Article 16.03.

#### **16.06 Unbroken Vacation Entitlement**

Subject to Article 16.05, where operational requirements permit, the Employer shall make every reasonable effort to grant to an employee her request to enjoy her vacation entitlement in a single unbroken period of leave.

#### **16.07 Vacation Carry Over**

- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the Employer, be carried over to the following year, but shall lapse if not used before the close of that year. Request for vacation carry over entitlement shall be made in writing by the employee to the Employer not later than January 31st of the year in which the vacation is earned, provided however the Employer may accept a shorter period of notice of the request. The Employer shall respond in writing within one (1) calendar month of receiving an employee's request.
- (b) An employee scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year(s).

#### **16.08 Accumulative Vacation Carry Over**

An employee with the approval of the Employer, may be granted permission to carry over five (5) days of her vacation leave each year to a maximum of twenty (20) days if in the opinion of the Employer it will not interfere with the efficient operation of the Health Centre.

#### **16.09 Use of Accumulated Vacation Carry Over**

The vacation leave approved pursuant to Article 16.08 shall be used within five (5) years subsequent to the date on which it was approved and shall lapse if not used within that period unless an extension is approved by the Employer.

#### **16.10 Borrowing of Unearned Vacation Credits**

With the approval of the Employer, an employee who has been employed for a period of five (5) or more years may be granted five (5) days from the vacation leave entitlement of the next vacation year.

### **16.11 Employee Compensation Upon Separation**

An employee, upon her separation shall be compensated for vacation leave to which she is entitled.

### **16.12 Employer Compensation Upon Separation**

An employee upon her voluntary separation from employment shall compensate the Employer for vacation which is taken but to which she was not entitled.

### **16.13 Reconciling Vacation Credits Upon Death\***

Upon the death of an employee who has been granted more vacation with pay than she has earned, the employee is considered to have earned the amount of vacation leave with pay granted to her.

### **16.14 Vacation Records**

An employee is entitled to be informed, upon request, of the balance of her vacation leave with pay credits.

### **16.15 Illness While On Vacation**

Accumulated sick leave credits may be substituted for hours of vacation interrupted where it can be established by the employee to the satisfaction of the Employer that an illness or accident occurred prior to the commencement of the vacation and that the illness or the accident was such that the vacation plans of the employee were interrupted.

### **16.16 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 or to cancel vacation once it has been approved.
- (b) When the Employer cancels a period of vacation, which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of the period subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer. At the time the change is proposed by the Employer the employee shall advise the Employer of the maximum liability that will be involved.

- (c) 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 29, 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 two (2) times her regular rate of pay for time worked during the period of recall from vacation.

- (d) 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 17 – HOLIDAYS\***

### **17.01 Paid Holidays\***

The Holidays designated for employees shall be:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) Christmas Day
- (j) Boxing Day
- (k) HRM Civic Holiday
- (l) one-half (1/2) day beginning at 12:00 noon on Christmas Eve Day
- (m) Any day or part of a day proclaimed by the Provincial Government to be a general holiday in the Province of Nova Scotia.

### **17.02 Exception**

Article 17.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday.

### **17.03 Holiday Falling on a Day of Rest**

When the calendar date of a holiday as specified in Article 17.01 coincides with the employee's day of rest, the Employer shall grant a day off with pay on either:

- (a) the working day immediately following her day of rest; or
- (b) the day following the employee's annual vacation or other mutually acceptable day between the Employer and the employee.

### **17.04 Holiday Coinciding with Paid Leave**

Where a day that is a designated holiday for an employee, as defined in 17.01, falls within a period of leave with pay, the holiday shall not count as a day of leave.

### **17.05 Compensation for Work on a Holiday**

- (a) Where an employee is regularly scheduled to work, in accordance with Article 13, and her regularly scheduled day of work falls on a paid holiday, as defined in Article 17.01, she shall receive compensation equal to two and one-half (2 ½) times her regular rate of pay as follows:
  - (i) compensation at one and one-half (1 ½) times her regular rate of pay, including the holiday pay, for the hours worked on the holiday; and
  - (ii) time off with pay in lieu of the holiday on an hour-for-hour basis at a mutually acceptable time. Where time off in lieu exceeds thirty-seven and one-half (37.5) hours, the Employer may opt to pay out all hours in excess of thirty-seven and one-half (37.5) hours.
- (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 17.05 (a)(ii), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.
- (c) Notwithstanding Article 17.05 (a) and (b) an employee, upon request, shall receive all compensation in the form of pay.

### **17.06 Overtime on a Holiday**

- (a) Where an employee is required to work overtime on a paid holiday, as defined in Article 17.01, she will receive compensation equal to three (3) times her regular rate as follows:
  - (i) compensation at two (2) times her regular rate of pay, including the holiday pay, for the hours worked on the holiday; and

- (ii) time off with pay in lieu of the holiday on an hour-for-hour basis at a mutually acceptable time. Where time off in lieu exceeds thirty-seven and one-half (37.5) hours, the Employer may opt to pay out all hours in excess of thirty-seven and one-half (37.5) hours.
- (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 17.06 (a)(ii), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.
- (c) Notwithstanding Article 17.06 (a) and (b), an employee, upon request shall receive all compensation in the form of pay.

#### **17.07 Holiday Compensation for Part Time Employees**

Part-time employees shall be remunerated for holidays by receiving one (1) day of pay for each twenty-four (24) days worked.

#### **17.08 Christmas or New Year's Day Off**

Each employee shall receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed, and every effort will be made to give at least two (2) other holidays off on the actual day of the holiday.

#### **17.09 Illness on a Paid Holiday**

- (a) An employee who is scheduled to work on a paid holiday, as defined in Article 17.01, and who is unable to report for work due to illness or injury, shall receive sick leave pay for that day, and shall be granted time off in lieu of the holiday at a mutually acceptable time prior to the end of the second (2nd) calendar month immediately following the month in which the holiday fell.
- (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 17.09 (a), compensation shall be granted at the employee's regular rate of pay for those hours.

### **ARTICLE 18 - SPECIAL LEAVE\***

#### **18.01 Special Leave**

The Employer or delegated official, in any one year, may grant special leave with pay or without pay, for such a period as it deems circumstances warrant.

## **18.02 Bereavement Leave**

- (a) For the purposes of this Article, immediate family means spouse, father, step-father, mother, step-mother, child or step child, brother, sister, guardian, grandparent, grandchild, step grandparent, step grandchild, father-in-law, mother-in-law, or ward of the employee and a relative permanently residing in the employee's household or with who the employee permanently resides.
- (b) If a death occurs in the immediate family of an employee, when the employee is at work or scheduled to go to work, then the employee shall be granted bereavement leave with pay for the remainder of the employee's shift for that day. The employee shall be granted seven (7) calendar days' Bereavement Leave, including any time required for travel, commencing on the calendar day following the day of death of the immediate family member. The employee shall not have a loss of regular pay for shifts not worked during the Bereavement Leave.
- (c) Every employee shall be entitled to leave with pay up to a maximum of three (3) days including any time required for travel in the event of death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law. The employee shall not have a loss of regular pay for shifts not worked during the Bereavement Leave.
- (d) Every employee shall be entitled to one (1) day leave without pay, for the purpose of attending the funeral of an employee's aunt or uncle, niece or nephew, or the grandparents of the spouse of the employee. An employee may be granted up to two (2) days for travel without pay for the purposes of attending the funeral.
- (e) The above entitlement is subject to the proviso that proper notification is made to the Employer.
- (f) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted Bereavement leave and be credited the appropriate number of days to her vacation or sick leave credits.

The above entitlement will not be pro rated for part time employees or casual employees filling a Long or Short Assignment.

## **18.03 Court Leave**

Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay, or under suspension who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:

- (i) in or under the authority of a court; or
  - (ii) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or
  - (iii) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.
- (c) Any employee given leave of absence with pay pursuant to Article 18.03 shall remit to the Employer any monies received for such duty except reimbursement of actual expenses.
- (d) Any employee who is required to serve under Article 18.03(b) as a result of the functions they fill on behalf of the Employer shall suffer no loss of days of rest or vacation and shall have these rescheduled to a mutually acceptable time.
- (e) For greater clarity, the term "witness" in 18.03(b) shall not include the appearance of the employees as a defendant or a plaintiff.

#### **18.04 Pregnancy Leave\***

- (a) The Employer shall not terminate the employment of an employee because of her pregnancy.
- (b) A pregnant employee, who has been employed with the Employer for at least one (1) year, is entitled to an unpaid leave of absence of up to seventeen (17) weeks.
- (c) An employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (d) 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.
- (e) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery, and not later than the date of delivery.
- (f) Pregnancy leave shall end on such date as the employee determines, but not sooner than one (1) week after the date of delivery, and not later than seventeen (17) weeks after the pregnancy leave began.

- (g) A pregnant employee shall provide the Employer with at least four (4) weeks notice of the date she will begin her pregnancy leave. Such notice may be amended from time to time by the employee:
  - (i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;
  - (ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date.
- (h) An employee shall endeavour to provide the Employer with four (4) weeks' notice, and in any event, shall not provide less than two (2) weeks' notice of the date the employee will return to work on completion of the pregnancy leave, unless the employee gives notice pursuant to Article 18.04(f).
- (i) Where notice as required under Article 18.04(g) or (h) is not possible due to circumstances beyond the control of the employee, the employee shall provide the Employer as much notice as reasonably practicable of the commencement of her leave or her return to work.
- (j) The Employer may require a pregnant employee to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected 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. The Union shall support any modification of duties or temporary re-assignment as provided in this provision.
- (k) Where an employee reports for work upon the expiration of the period referred to in Article 18.04(f), the employee shall resume work in the same position she held prior to the commencement of the pregnancy leave, with no loss of seniority or benefits accrued to the commencement of the pregnancy leave or if that position no longer exists, to another position in accordance with this Agreement.
- (l) While an employee is on pregnancy leave, the Employer shall permit the employee to continue participation in eligible benefit plans. The employee shall be responsible to pay both the Employer and the employee's shares of the premium costs for maintaining such coverage for which the employee is eligible during the period of leave, except for the group health and dental plans which, at the employee's option may continue to be cost-shared at the existing rate of 65% employer and 35% employee.

Notwithstanding the above, an employee who opts to participate in the Pension Plan shall be required to pay her share of the contributions and the Employer will continue to pay its share of the contributions.

- (m) While on pregnancy leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during pregnancy leave shall not be used for the purposes of calculating vacation leave credits.
- (n) Leave for illness of an employee arising out of or associated with the employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 18.04(b), may be granted sick leave in accordance with the provisions of Article 19.
- (o) **Pregnancy/ Birth Leave Allowance\***
  - (i) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
  - (ii) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
    - (1) 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 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;
    - (2)\* Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of her 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.
  - (iii) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the employee is entitled for her classification on the date immediately preceding the commencement of her pregnancy 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-six

(26) weeks by the regularly scheduled full-time hours of work for the employee's classification.

- (iv) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (v) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half (1 1/2) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (vi)\* It is understood that employees entitled to the seven (7) weeks Birth Allowance as provided in this Article may be eligible for an additional Parental Leave Allowance which, when combined with the Birth Allowance may result in eligibility up to a maximum of seventeen (17) weeks allowance.

#### **18.05 Parental Leave\***

- (a) An employee who has been employed with the Employer for at least one (1) year, and who becomes a parent for one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to thirty five (35) weeks.
- (b) Where an employee takes pregnancy leave pursuant to Article 18.04 and the employee's newborn child or children arrive in the employee's home during pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and without the employee returning to work and ends not later than thirty five (35) weeks after the parental leave began.
- (c) Where an employee did not take pregnancy leave pursuant to Article 18.04, parental leave begins on such date as determined by the employee, coinciding with or after the birth of the child or children first arriving in the employee's home, and ends not later than thirty five (35) weeks after the parental leave begins or fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier.
- (d) Notwithstanding Article 18.05(b) or (c), where an employee has begun parental leave, and the child to whom the parental leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the employee is entitled to return to and resume work in the position held immediately before the leave began or if that position no longer exists, to another position in accordance with this Agreement. The employee is entitled to only one (1) interruption and deferral of each parental leave.

- (e) The employee shall give the Employer four (4) weeks notice of the date the employee will begin parental leave.
- (f) The employee shall give the Employer four (4) weeks notice of the date the employee will return to work upon completion of the parental leave.
- (g) Where an employee reports for work upon the expiration of the period referred to in Article 18.05(a), the employee shall resume work in the same position she held prior to the commencement of the parental leave or if that position no longer exists, to another position in accordance with this Agreement.
- (h) While on parental leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during parental leave shall not be used for the purposes of calculating vacation leave credits.
- (i) The employee shall have the option of maintaining the benefit plans in which the employee participated prior to the commencement of the employee's parental leave.
- (j) The Employer shall notify the employee of the option and the date beyond which the option referred to in Article 18.05(i) may no longer be exercised at least ten (10) days prior to the last day on which the option could be exercised to avoid an interruption of benefits.
- (k) Where the employee opts in writing to maintain the benefit plans referred to in Article 18.05(i), the employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plans, including the Employer's share thereof.

Notwithstanding the above, an employee who opts to participate in the Pension Plan shall be required to pay her share of the contributions and the Employer will continue to pay its share of the contributions.

## **18.06 Adoption Leave\***

- (a) An employee who has been employed with the Employer for at least one (1) year, who becomes a parent for one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children pursuant to the law of the Province is entitled to an unpaid leave of absence of up to seventeen (17) weeks, or more, if required by the adoption agency.
- (b) The Employer shall require an employee who requests Adoption Leave pursuant to Article 18.06(a) to submit a certificate of an official in the Department of Community Services, or equivalent, to establish the entitlement of the employee to the Adoption Leave.
- (c) Adoption leave begins on such date as determined by the employee, coinciding with the child or children first arriving in the employee's home, and ends not later than seventeen (17) weeks after the adoption leave begins or fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier.
- (d) Notwithstanding Article 18.06(b), where an employee has begun adoption leave, and the child to whom the adoption leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the employee is entitled to return to and resume work in the position held immediately before the leave began or if that position no longer exists, to another position in accordance with this Agreement. The employee is entitled to only one (1) interruption and deferral of each adoption leave.
- (e) The employee shall give the Employer two (2) weeks notice of the date the employee will begin adoption leave.
- (f) The employee shall give the Employer four (4) weeks notice of the date the employee will return to work upon completion of the adoption leave.
- (g) Where an employee reports for work upon the expiration of the period referred to in Article 18.06(a), the employee shall resume work in the same position she held prior to the commencement of the adoption leave or if that position no longer exists, to another position in accordance with this Agreement.
- (h) While on adoption leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during adoption leave shall not be used for the purposes of calculating vacation leave credits.

- (i) While an employee is on adoption leave, the Employer shall permit the employee to continue participation in eligible benefit plans. The employee shall be responsible to pay both the Employer and the employee's shares of the premium costs for maintaining such coverage for which the employee is eligible during the period of leave, except for the group health and dental plans which, at the employee's option may continue to be cost-shared at the existing rate of 65% employer and 35% employee.

(j) **Parental and Adoption Leave Allowance\***

- (i) 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.
- (ii)\* The parental leave allowance of an employee who has taken the pregnancy/birth leave allowance, shall begin immediately upon the exhaustion of the pregnancy/birth allowance without the employee's returning to work.
- (iii) In respect to the period of parental or adoption leave, payments made according to the (S.E.B.) Plan will consist of the following:
  - (1) 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;
  - (2) 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 ninety-three per cent (93%) 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.
- (iv) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly 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-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.

- (v) 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.
- (vi) 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*.

#### **18.07 Leave for Birth of Child**

On the occasion of the birth of her child, a spouse who is an employee shall be granted special leave with pay up to a maximum of one (1) day during the confinement of the mother. This leave may be divided into two (2) periods and granted on separate days.

#### **18.08 Leave for Adoption of Child**

An employee shall be granted one (1) day's leave with pay for the purpose of the adoption of a child by the employee, or the employee's spouse. This leave may be divided into two (2) periods and granted on separate days.

#### **18.09 Leave for Family Illness and Medical and Dental Appointments\***

Full-time employees shall be entitled to leave of absence with pay for up to thirty-seven and one-half (37.5) hours per payroll/calendar year to attend to an illness of a member of an employee's immediate family meaning spouse, son, daughter, father or mother (or legal guardian) and when no one at home other than the employee can provide for the needs of the ill person, or to engage in personal preventative medical and dental care.

The benefits shall be pro-rated for part-time employees.

### **18.10 Compassionate Care Leave\***

Employees shall be entitled to compassionate care leave in accordance with the *Labour Standards Code*.

### **18.11 Education Leave**

- (a) Where the Employer requires and authorizes in writing an employee to pursue an educational program, which specifically relates to job requirements, a full or partial leave of absence with pay may be granted to the employee. Where leave is granted, the Employer will pay for tuition and books. External licensing requirements are the responsibility of the employee.
- (b)
  - (i) A leave of absence without pay may be granted to an employee for the purpose of pursuing an educational program.
  - (ii) The employee shall have the option of maintaining the benefit plans in which the employee participated prior to the commencement of the employee's education leave.
  - (iii) The Employer shall notify the employee of the option referred to in Article 18.11 (b)(ii) and the date beyond which the option may no longer be exercised at least ten (10) days prior to the last day on which the option could be exercised to avoid an interruption of benefits.
  - (iv) Where the employee opts in writing to maintain the benefit plan referred to in Article 18.11 (b)(ii), the employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's portion thereof, and the Employer shall process the documentation and payments as arranged.
  - (v) Where operational requirements permit, and on reasonable notice, leave of absence for education purposes shall not be unreasonably denied.
- (c) Upon completion of education leave pursuant to this Article, an employee shall be entitled to return to her former position or if that position no longer exists, to another position in accordance with this Agreement.

### **18.12 In-Service Conferences**

- (a) The Employer may grant permission to an employee to attend in-service conference(s), where in the opinion of the Employer, such a conference is relevant to the employee's respective field and where such attendance will not interfere with efficient operation. Such permission shall not be unreasonably withheld.

- (b) Where an in-service conference(s) is not held during the employee's scheduled hours of work, the employee shall be paid for all hours of attendance in accordance with Article 14 or Article 36, whichever is applicable.

### **18.13 Leave for Storms or Hazardous Conditions**

- (a) It is the responsibility of the employee to make every reasonable effort to arrive to work and to notify their Supervisor if unable to arrive at work due to a storm or hazardous conditions.
- (b) Time lost by an employee of less than two (2) hours for a scheduled shift due to such conditions will be compensated as regular time worked.
- (c) All time lost in excess of two (2) hours in a scheduled shift will be deemed to be leave, and shall, at the employee's option, be:
  - (i) made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor; or
  - (ii) charged to the employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or
  - (iii) otherwise deemed to be leave without pay.
- (d) Where an employee requests permission to leave work prior to the completion of her scheduled shift because of hazardous conditions arising from a storm, the Employer may, where operational requirements permit, excuse the employee, in which case Article 18.13 (b) and (c) above shall apply.

### **18.14 Military Leave\***

Where operational requirements permit, an employee may be granted a leave of absence without pay to a maximum of two (2) weeks for purpose of taking military training or serving military duty.

## **ARTICLE 19 - SICK LEAVE**

### **19.01 Eligibility**

Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave may be granted sick leave pay when unable to perform the duties of their position because of illness or injury, provided that the employee satisfies the Employer of their condition in the manner determined by the Employer and provided the employee has sufficient sick leave credits.

## **19.02 Accumulation of Credits**

- (a) Each employee in the bargaining unit may be granted one and one-half (1 ½) days sick leave with pay for each completed calendar month of service up to a maximum accumulation of one hundred and fifty (150) days.
- (b) An employee who, as at the date of signing this Agreement, has accumulated sick leave credits in excess of one hundred and fifty (150) days shall not forfeit any sick leave credits, however, shall not accumulate sick leave credits until such time as their accumulated sick leave credits fall below one hundred and fifty (150) days at which time the maximum accumulation of one hundred and fifty (150) days shall apply.

## **19.03 Medical Certificate**

- (a) An employee may be required by the Employer to produce a certificate from a legally qualified medical practitioner for any period of absence for which sick leave is claimed by an employee and if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's pay. Where the Employer has reason to believe an employee is misusing sick leave privileges, the Employer may issue to the employee a standing directive that requires the employee to submit a medical certificate for any period of absence for which sick leave is claimed.
- (b) Where an employee is required by the Employer to submit a detailed medical certificate or reports pursuant to a required medical examination, the Employer shall be responsible for paying the direct cost of any such examination, medical certificate form or report in excess of those costs covered by an insurance plan of the employee.

## **19.04 Employee Entitlement**

An employee whose illness or injury is one which is covered by the terms of the Nova Scotia *Workers' Compensation Act* is not entitled to receive any benefits pursuant to this Article.

## **19.05 Information to Employee**

An employee is entitled, once annually, to be informed in writing on written request, of the balance of her sick leave with pay credits.

## **19.06 LTD Top Up**

An employee who has earned in excess of one hundred and fifty (150) sick leave credits because they fall in a category noted in Article 19.02 (b) and who is in receipt of Long Term Disability benefits under the LTD Program, shall be entitled to top up their disability benefits so that the benefits plus top-up is equal to the level of their normal salary as defined in Article 13 of the Plan Text. For each day, the employee receives top-up, that employee's accumulated sick leave credits will be reduced by one (1) day.

## **19.07 Top Up Limitation**

Employees on Long Term Disability benefits who have sick leave credits and who are subject to a maximum accumulation of one hundred and fifty (150) work days shall not be entitled to use such credits as top-up but shall retain any excess credits for their use in the event they return to work. Should the employee not return to work with the Employer they shall forfeit all claims to such sick leave.

# **ARTICLE 20 - EMPLOYEE PERFORMANCE REVIEW & EMPLOYEE FILES\***

## **20.01 Employee Performance Review\***

- (a) The Employer will endeavour to do performance appraisals on a regular basis.
- (b) When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss, make written comments and then sign the review form in question to indicate that its contents have been read and such employee shall be provided with a copy of the review form. An employee may sign the review form immediately or may take up to three (3) working days prior to providing any written response to the Employer with respect to the evaluation.

## **20.02 Record of Disciplinary Action**

- (a) The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing.
- (b) An employee who has been subject to disciplinary action other than suspension may, after three (3) years of continuous service from the date the disciplinary measure was invoked, request in writing that the personnel file be cleared of any record of disciplinary action. Such request shall be granted providing the employee's file does not contain any further record of disciplinary action during the three (3) year period, of which the employee is aware. The Employer shall confirm in writing to the employee that such has been effected.

### **20.03 Notice of Performance Improvement Requirements**

The Employer will notify an employee where, during the period between the formal performance evaluation processes, the Employer has observed that certain aspects of an employee's performance require improvement.

### **20.04 Employee Access to Personnel File**

Within five (5) days of an employee's request, she shall have access to her personnel file. Employees or persons authorized by them in writing, shall be entitled to obtain copies of any material on their personnel file, upon reasonable notice.

## **ARTICLE 21 - DISCIPLINE & DISCHARGE**

### **21.01 Just Cause**

No employee who has completed her probationary period shall be disciplined except for just and sufficient cause.

### **21.02 Notification**

Where an employee is disciplined by suspension, without pay or by discharge, the Employer shall, within ten (10) days of the suspension or discharge notify the employee in writing by registered mail or by personal service stating the reason for the suspension or discharge. Where an employee has been suspended or discharged, the Employer will notify the Union within ten (10) days that such disciplinary action has been taken.

### **21.03 Grievance**

Where an employee alleges that she has been suspended or discharged in violation of Article 21.01, she may, within ten (10) days, of the date on which she was notified in writing or within twenty (20) days of the date of her suspension or discharge, whichever is later, invoke the grievance procedure including provisions for arbitration and for the purpose of a grievance alleging violation of Article 21.01 she shall lodge her grievance at the second step of the grievance procedure.

## **ARTICLE 22 - JOB SECURITY\***

### **22.01 Joint Labour Relations Committee**

- (a) Within sixty (60) days of the signing of this Agreement, the parties agree to establish a Joint Labour Relations Committee of equal representation of the Union and the Employer. The committee shall invite additional participants as required.
- (b) The purpose of the committee is to discuss matters of concern between the parties relating to expected redundancies, layoffs, relocations, re-organizational plans, technological change and proposed contracting out of work.
- (c) The Joint Labour Relations Committee shall be responsible for:
  - 1) defining problems;
  - 2) developing viable solutions to such problems;
  - 3) recommending the proposed solution to the Employer.
- (d) The Employer will provide the Union with as much notice as reasonably possible of expected redundancies, layoffs, relocations, re-organizational plans, technological change and proposed contracting out of work. During the notice period the Employer will consult with the Union in accordance with this Article.
- (e) Where such changes are introduced, the Employer agrees that it will endeavour to introduce them in a manner which as much as is practical will minimize the disruptive effects on employees and service to the public.
- (f) Where positions are to be declared redundant because of technological change, shortage of work or funds, or because of discontinuance of work or the reorganization of work within a classification, the Employer will advise and consult with the Union as soon as reasonably possible after the change appears probable, with a view to minimizing the adverse effects of the decision to declare redundancies.

### **22.02 Training and Retraining**

- (a) Where retraining of employees is necessary, it shall be provided during normal working hours where possible.
- (b) The Employer shall continue to make available appropriate training programs to enable employees to perform present and future duties more effectively.

### **22.03 Application**

For the purposes of this Article "employee" means a permanent employee, or a casual employee who, pursuant to Article 39.04(m), has the rights of a permanent employee.

### **22.04 Transition Support Program\***

- (a) All references within this Article to the Transition Support Program relate to the document outlined as Memorandum of Agreement #1\* to this collective agreement. The availability of any payment or other entitlement under that document, and any obligation on the part of the Employer to provide such, pursuant to this Article or any other part of the collective agreement, shall only exist during the effective term of the Program, as expressly specified in that document. This limitation exists notwithstanding any other provision of this Article or any other part of the collective agreement.
- (b) The term of the Transition Support Program may be extended by mutual agreement between the parties.

### **22.05 Employee Placement Rights**

- (a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required according to objective tests or standards reflecting the functions of the job concerned, an employee whose position has become redundant, shall have the right to be placed in a vacancy in the following manner and sequence:
  - (i) a position in the employee's same position classification/classification grouping;
  - (ii) if a vacancy is not available under (1) above, then any bargaining unit position for which the employee is qualified.

At each of the foregoing steps, all applicable vacancies shall be identified and the employee shall be assigned to the position of her choice, subject to consideration of the provisions herein. If there is more than one employee affected, their order of preference shall be determined by their order of seniority.

- (b) An employee whose position is redundant or who is in receipt of layoff notice and who has not received a payment pursuant to the Transition Support Program (TSP Payment) must accept a placement in accordance with Article 22 or resign without severance.
- (c) An employee will have a maximum of two (2) full days to exercise her placement rights in this step of the placement process.

- (d) Where an employee accepts a position in a classification, with the maximum salary, which is less than the maximum salary of the employee's current classification, the employee shall be paid the salary of the classification of the employee's new position.

**22.06 Volunteers**

- (a) When the Employer determines after placement pursuant to Article 22.05, there are still redundancies, the Employer shall ask for volunteers from that classification/classification grouping who wish to be offered a TSP payment according to Memorandum of Agreement #1\*.
- (b) If there are more volunteers than redundancies, then the most senior volunteers shall be offered the TSP payment.

**22.07 Insufficient Volunteers**

If there are insufficient volunteers pursuant to Article 22.06, the Employer shall identify remaining redundant employees and these employees shall have placement rights pursuant to Article 22.05 or they shall be entitled to receive a TSP payment.

**22.08 Layoff Notice**

- (a) If there are remaining redundant employees after Article 22.06 and 22.07, the Employer shall give layoff notice to the most junior employee(s) pursuant to Article 22.10 in the classification/classification grouping from which the Employer requested volunteers for the Transition Support Program.
- (b) The employees in receipt of layoff notice shall have the rights of an employee in receipt of layoff notice pursuant to this Article.

**22.09 Layoff**

An employee(s) may be laid off because of technological change, shortage of work or funds, or because of the discontinuance of work or the reorganization of work.

**22.10 Layoff Procedure**

Where the layoff of a bargaining unit member is necessary, and provided ability, skill, and qualifications are sufficient to perform the job, employees shall be laid off in reverse order of seniority.

## **22.11 Notice of Layoff**

- (a) Forty (40) days notice of layoff shall be sent by the Employer to the Union and the employee(s) who is/are to be laid off, except where a greater period of notice is provided for under (b) below.
- (b) When the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, notice of layoff shall be sent by the Employer to the Union and employees who are to be laid off, in accordance with the following:
  - (i) eight (8) weeks if ten (10) or more persons and fewer than one hundred (100) persons are to be laid off;
  - (ii) twelve (12) weeks if one hundred (100) or more persons and fewer than three hundred (300) are to be laid off;
  - (iii) sixteen (16) weeks if three hundred (300) or more persons are to be laid off;
- (c) Notices pursuant to this Section shall include the effective date of layoff and the reasons therefore.
- (d) An employee in receipt of layoff notice shall be entitled to exercise any of the following options:
  - (i) to exercise placement/displacement rights in accordance with the procedure set out in this Article;
  - (ii) to accept layoff and be entitled to recall in accordance with Article 22.14;
  - (iii) to accept the TSP.

An employee who intends to exercise placement/displacement rights pursuant to (d) (i) above will indicate such intent to the Employer within two (2) full days following receipt of the layoff notice. If the employee does not indicate such intent within this period, she will be deemed to have opted to accept layoff in accordance with (d) (ii) above.

## **22.12 Pay in Lieu of Notice**

Where the notice required by Article 22.11 is not given, the employee shall receive pay, in lieu thereof, for the amount of notice to which the employee is entitled.

### **22.13 Displacement Procedure**

- (a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests or standards reflecting the functions of the job concerned, an employee in receipt of layoff notice has the right to displace another employee. The employee to be displaced shall be an employee with lesser seniority who:
  - (i) is the least senior employee in the displacing employee's classification/classification grouping;
  - (ii) where no such junior employee exists, the least senior employee in any classification/classification grouping in the displacing employee's bargaining unit.
- (b) An employee who chooses to exercise rights in accordance with Article 22.13 may elect at any step, beginning with Article 22.11, to accept layoff and be placed on the recall list or to resign with severance pay in accordance with Article 22.20(g)(ii).
- (c) An employee who is displaced pursuant to Article 22 shall be entitled to:
  - (i) take the Transition Support Program, or,
  - (ii) go on the Recall List, or
  - (iii) subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests or standards reflecting the functions of the job concerned be placed in any vacancy in any bargaining unit.
- (d) An employee will have a maximum of two (2) full days to exercise her rights at any of the foregoing steps of the displacement procedures provided for herein.
- (e) Where an employee accepts a position in a classification, the maximum salary of which is less than the maximum salary of the employee's current classification, the employee shall be paid the salary of the classification of the employee's new position.

### **22.14 Recall Procedures**

- (a) Employees who are laid off shall be placed on a Recall List.
- (b) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to

objective tests or standards reflecting the functions of the job concerned, employees placed on the Recall List shall be recalled by order of seniority to any position for which the employee is deemed to be qualified. Positions pursuant to this section shall include all positions in the bargaining unit.

- (c) The Employer shall give notice of recall by registered mail to the employee's last recorded address. Employees are responsible for keeping the Employer informed of their current address.
- (d) An employee entitled to recall shall return to the services of the Employer within two (2) weeks of notice of recall, unless on reasonable grounds she is unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing the right of any future recall, except in the case of recall to the employee's same position classification title or position classification title series, in which event she will be struck from the Recall List. However, an employee's refusal to accept recall to her same position classification title or position classification title series at the time of layoff will not result in loss of recall rights in the case of recall for occasional work or for employment of short duration of time during which she is employed elsewhere.
- (e) Employees on the Recall List shall be given first option of filling vacancies normally filled by casual workers, providing they possess the necessary qualifications, skills, and abilities, as determined by the Employer, reflecting the functions of the job concerned. A permanent employee who accepts such casual work retains her permanent status.

### **22.15 Termination of Recall Rights**

The layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts for more than twelve (12) consecutive months without recall.

### **22.16 Loss of Seniority**

An employee shall lose seniority in the event that:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns her bargaining unit position or abandons her bargaining unit position subject to Article 40.02;
- (c) she fails to notify the Employer within 48 hours of recall; or
- (d) the employee is laid off for more than twelve (12) consecutive months without recall.

- (e) the employee has been appointed in an acting capacity to a position excluded from the bargaining unit for a period in excess of twenty-four (24) months, in accordance with Article 32.13.

#### **22.17 No New Employees**

No new employees shall be hired unless all employees on the Recall List who are able to perform the work required have had an opportunity to be recalled, subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, as determined by the Employer, according to objective tests and standards reflecting the functions of the job concerned.

#### **22.18 Transition Support Program**

Notwithstanding anything in this Agreement, the Employer is only required to make a TSP payment to the same number of employees as the Employer has reduced its complement.

#### **22.19 Layoff Exception**

Notwithstanding Article 22.20 (Contracting Out), an employee who has nine (9) years or more seniority shall not be laid off except where the reason for layoff is beyond the control of the Employer including, but not limited to, complete or partial destruction of plant, destruction or breakdown of machinery or equipment, unavailability of supplies and materials, fire, explosion, accident, labour disputes, etc., if the Employer has exercised due diligence to foresee and avoid the cause of layoff.

#### **22.20 Contracting Out**

##### **(a) Notice**

The Employer shall provide the Union with sixteen (16) weeks notice of the implementation of the decision to contract out work normally performed by members of the bargaining unit. At the time that the Employer gives notice to the Union of its intention to contract out, the Employer shall make a conditional TSP payment offer in Memorandum of Agreement #1\* to those employees directly affected by the contracting out. Final acceptance by the Employer of employees wishing to take advantage of the TSP payment offer will be conditional on the Employer reaching an agreement with a Contractor.

**(b) Employer Disclosure**

The Employer shall disclose its reasons for contracting out when notice is provided pursuant to Article 22.20(a).

**(c) Union Response**

The Union shall be entitled to make proposals, including proposals on ways to avoid contracting out, within four (4) weeks of receiving notice pursuant to Article 22.20(a). The Union's suggestions should specifically address the reasons for the contracting out.

**(d) Employer Response**

After receipt of proposals or suggestions from the Union pursuant to Article 22.20(c), the Employer shall consider these proposals. The Employer shall either accept or reject, in whole or in part, such proposals. At this time, the Employer shall either make the TSP payment offer unconditional or retract the TSP payment offer.

**(e) Hiring Preference**

The Employer will make every reasonable effort, where work normally performed by members of the bargaining unit is contracted out, to obtain jobs for employees who have not exercised their rights under Article 22.20(d) and who are directly affected by the contracting out with the Contractor. The Employer will have made reasonable efforts when the Employer has:

- (i) required bidders to give employees a preference in hiring for job opportunities that will arise if they are successful in their bid;
- (ii) met with the Union to give the Union an opportunity to put forward its views on how the employee can try to obtain employment with the Contractor; and,
- (iii) met with the successful bidder and sought to make it a term of the contract with the Contractor that the Contractor must:
  - (1) interview employees for job opportunities available with the Contractor to perform the contracted out work;
  - (2) where the hiring to perform the contracted out work is subject to appropriate skills testing, offer to test employees;

- (3) extend job offers to employees who are qualified for available job opportunities with the Contractor to perform contracted out work; and
- (4) where there are more qualified employees than the Contractor has opportunities due to the contracted out work, to extend job offers on the basis of seniority.

**(f) TSP Payment Offers**

- (i) Where the Employer determines that there will be redundant positions as a result of a contracting out, the classification(s)/classification groupings to which TSP payment offers will be made will be mutually agreed between the Employer and the Union.
- (ii) The Employer will offer a TSP payment to the agreed upon classification(s)/ classification groupings. In any event, the classification grouping shall include, as a minimum, the classification(s) of the employees affected in the work area by the contracting out of services.

**(g) Placement Procedure**

- (i) If a sufficient number of employees accept the TSP payment offer, the Employer will place the remaining employees whose positions were declared redundant in the vacancies created by the employees accepting the TSP payment offer; or other appropriate vacancies. This placement will be by seniority, subject to consideration of ability, experience, qualifications, or the Employer establishing that special skills or qualifications are required according to objective tests or standards reflecting the functions of the job concerned.
- (ii) Where the employee refuses a placement in the bargaining unit, the salary of which is at least seventy-five per cent (75%) of the present salary of the employee's current position, the employee is deemed laid off. The employee will be entitled to severance as follows:
  - (1) one-half ( $\frac{1}{2}$ ) month's pay, if she has been employed for three years, but less than ten (10) years;  
  
one (1) month's pay if she has been employed for ten (10) years, but less than fifteen (15) years;  
  
two (2) months' pay if she has been employed for fifteen (15) years, but less than twenty (20) years;

three (3) months' pay if she has been employed for twenty (20) years, but less than twenty-five (25) years;

four (4) months' pay if she has been employed for twenty-five (25) years, but less than thirty (30) years;

five (5) months' pay if she has been employed for thirty (30) or more years.

- (2) The amount of severance pay provided herein shall be calculated by the formula:

bi-weekly rate x twenty-six (26) ÷ twelve (12) = one (1) month rate.

- (3) The entitlement of an employee to severance pay shall be based upon the employee's total service as defined in this Agreement.

**(h) Second TSP Offer**

If, after the first offer of a TSP payment, there are employees remaining in positions which have been declared redundant, a second offer of TSP payment will be made to broader classification(s)/classification groupings. The Employer will place the remaining redundant employees in the vacancies created by the employees accepting the TSP payment offer, or other appropriate vacancies, in the same manner as stated in Article 22.20(g).

**(i) Further TSP Offers**

The process of expanding the offer of TSP payment to other classification(s)/classification groupings and areas will be repeated until all those employees whose positions have been declared redundant as a direct effect of the contracting out are placed.

## **ARTICLE 23 - GRIEVANCE PROCEDURE**

### **23.01 Grievances**

- (a) An employee(s) who feels that she has been treated unjustly or considers herself aggrieved by any action or lack of action by the Employer shall first discuss the matter with her immediate management supervisor no later than twenty-five (25) days after the date on which she became aware of the action or circumstance. The employee(s) may have a Steward present if so desired.

- (b) The supervisor shall answer the dispute within three (3) days of the discussions unless the Union agrees to extend this time limit.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and the supervisor shall be notified accordingly.
- (d) In each of the following steps of the grievance procedure, the Employer's designated representative shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure. Such meeting(s) may be waived by mutual agreement.

### **23.02 Union Approval**

Where the grievance relates to the interpretation or application of this Collective Agreement, the employee is not entitled to present the grievance unless she has the approval in writing of the Union or is represented by the Union.

### **23.03 Grievance Procedure**

The following grievance procedure shall apply:

#### **Step 1**

If the employee(s) or the Union is not satisfied with the decision of the immediate management supervisor, the employee(s) may within ten (10) days of having received the supervisor's answer, present the grievance in writing to the supervisor. Failing satisfactory settlement within five (5) days from the date on which the grievance was submitted at Step 1 of the grievance procedure, the grievance may be submitted to Step 2.

#### **Step 2**

Within five (5) days from the expiration of the five (5) day period referred to in Step 1, the grievance may be submitted in writing either by personal service or by registered or certified mail to Employer's designate at Step 2 of the grievance procedure. Failing satisfactory settlement within ten (10) days from the date on which the grievance was received at Step 2, the grievance may be submitted to Step 3.

#### **Step 3**

Within five (5) days from the expiration of the ten (10) day period referred to in Step 2, the grievance may be submitted in writing to the Employer's designate for the area in which the grievance arose accompanied by any proposed settlement of the grievance and any replies at Step 1 and Step 2. The designate for the area in which the grievance arose shall reply to the grievance in writing within fifteen (15) days from the date the grievance was submitted to Step 3.

#### **23.04 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.

#### **23.05 Union Referral to Arbitration**

Failing satisfactory settlement at Step 3 or upon expiration of the fifteen (15) day period referred to in Step 3 of the grievance procedure, the Union may refer the grievance to arbitration under Article 24.

#### **23.06 Union Representation**

In any case where the employee(s) presents her grievance in person or in any case in which a hearing is held on a grievance at any level, the employee(s) shall be accompanied by a representative of the Union.

#### **23.07 Time Limits**

In determining the time in which any step under the foregoing proceedings or under Article 24 is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded.

#### **23.08 Amending of Time Limits**

The time limits set out in the grievance procedure or under Article 24 may be extended by mutual consent of the parties to this Agreement.

#### **23.09 Policy Grievance**

Where either party disputes the general application or interpretation of this Agreement, the dispute may be discussed with the Employer's designate responsible for Human Resources, or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be resolved pursuant to Article 24. This section shall not apply in cases of individual grievances.

#### **23.10 Sexual Harassment and Personal Harassment**

Cases of sexual harassment and personal harassment as defined by the protected characteristics set out in Article 2.03 shall be considered as discrimination and a matter for grievance and arbitration. Such grievances may be filed by the aggrieved employee

and/or the Union at Step 3 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

## **ARTICLE 24 - ARBITRATION PROCEDURE**

### **24.01 Notification**

Either of the parties may, after exhausting the grievance procedure in Article 23, notify the other party within ninety (90) days of the receipt of the reply at Step 3 or such reply being due, of its desire to refer the grievance to arbitration pursuant to the provisions of the *Trade Union Act* and this Agreement.

### **24.02 Referral to Arbitration**

In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator, unless either party requests that it be heard by a three-member arbitration board.

Such notification shall specify the party's choice of whether it wishes to utilize the regular arbitration procedure or the expedited arbitration procedure, as provided for within this Article. In the event that a grievance is submitted to the regular arbitration process, it shall be heard by a single arbitrator, unless either party requests that it be heard by a three-member arbitration board.

### **24.03 Regular Arbitration Procedure**

#### **(a) Single Arbitrator**

If the grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of the arbitrator within five (5) days of notice of arbitration in accordance with Article 24.01, the appointment shall be made by the Minister of Labour for Nova Scotia.

#### **(b) Arbitration Board**

If the grievance is to be heard by a three-member arbitration board, the Union and the Employer shall each appoint a member of the arbitration board within five (5) days of notice of arbitration in accordance with Article 24.01. Should the appointed members fail to agree upon the appointment of a chair within five (5) days of their appointment, the Minister of Labour for Nova Scotia shall appoint the chair.

**(c) Arbitration Procedure**

The arbitration board or single arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of fourteen (14) days from the appointment of the chair or single arbitrator.

**24.04 Expedited Arbitration Procedure**

**(a) Eligibility For Utilization**

By mutual agreement, the parties may agree to have any grievance referred to expedited arbitration in accordance with the procedures set out herein.

**(b) Rules of Procedure**

By referring any specific grievance to be dealt with in the expedited arbitration procedure it is understood and agreed that the matter is to be dealt with in accordance with the Rules of Procedure attached to this Agreement as Appendix 1.

**24.05 Relief Against Time Limits**

The time limit for the initial submission of the written grievance under Article 23 is mandatory. Subsequent time limits are directory and the arbitration board or single arbitrator shall be able to overrule a preliminary objection that the time limits are missed from Step 2 onward, providing that the board or arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Employer's position is not significantly prejudiced by the delay.

**24.06 Arbitration Award**

Arbitration awards shall be final and binding as provided by Section 42 of the *Trade Union Act*. An arbitrator may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Employer on an employee.

**24.07 Arbitration Expenses**

Each party shall pay the fees and expenses of its appointed member and one-half the fees and expenses of the chair or single arbitrator.

## **ARTICLE 25 - JOINT CONSULTATION\***

**25.01\*** The parties agree to establish a Labour Management Relations Committee comprised of not more than four (4) persons from each side to meet for the purpose of discussing matters of mutual concern including the administration of the Collective Agreement except those that are properly the subject of a grievance. The Labour Relations Management Committee will define problems, develop viable solutions to such problems and recommend proposed solutions to the parties.

## **ARTICLE 26 - RETIREMENT ALLOWANCE\***

### **26.01 Retirement Allowance**

Effective January 1, 1975, an employee who is retired because of age, or mental or physical incapacity, shall be granted a Retirement Allowance, the equivalent of:

- (a) one-half (.5) month's pay, if she has been employed for three (3) years but less than ten (10) years;
- (b) one (1) month's pay, if she has been employed for ten (10) years but less than fifteen (15) years;
- (c) two (2) month's pay, if she has been employed for fifteen (15) years but less than twenty (20) years;
- (d) three (3) month's pay, if she has been employed for twenty (20) years but less than twenty-five (25) years;
- (e) four (4) month's pay, if she has been employed for twenty-five (25) years but less than thirty (30) years;
- (f) twenty-three (23) week's pay, if she has been employed for thirty (30) or more years.

### **26.02 Retirement Allowance Upon Death**

Where an employee dies and she would have been entitled to receive a Retirement Allowance, such allowance shall be paid:

- (a) to her beneficiary, or
- (b) to her estate if there is no such beneficiary.

### **26.03 Calculation of Retirement Allowance**

The salary which shall be used to calculate the amount of Retirement Allowance in accordance with Article 26.01 shall be the highest salary the employee was paid in a permanent position during her employment with the Employer.

### **26.04 Recognition of Service Award\***

Effective November 1, 2003, in the event an employee retires pursuant to Article 26.01 of the Collective Agreement and is eligible to receive and does receive an amount provided for under Article 26.01, the employee shall also receive a one (1) time payment equal to the difference between the applicable retiring allowance under Article 26.01 and the equivalent of one week's pay for each year of service to a maximum of twenty-six (26) weeks' pay. This award shall be prorated for a partial year of service.

Service for the purposes of this calculation shall be as defined in Article 1.02.

## **ARTICLE 27 - PENSION PLAN, GROUP LIFE INSURANCE & MEDICAL PLAN & LONG TERM DISABILITY PROGRAM\***

**27.01** The Employer will continue the existing pension and insurance plans as amended from time to time. The conditions established in these plans respecting eligibility and contributions shall govern, notwithstanding any other provisions of this Agreement.

**27.02** The Employer shall pay sixty-five percent (65%) of the cost of premiums of the Nova Scotia Association of Health Organizations Blue Cross Medical Insurance and the Nova Scotia Association of Health Organizations Dental Care Plan or their equivalents. This provision shall apply to employees who agree to pay the other thirty-five percent (35%) of the premium. Participation in the Dental Care Plan is mandatory for all employees who meet the eligibility requirements, unless the employee provides proof of alternate coverage through a spouse's plan.

**27.03** The Union if it requests, may review the current financial statement of the existing pension plan.

**27.04** The Employer and the Union agree to include all employees of the bargaining unit as participants in the LTD Program. Terms and conditions for participation in the LTD Program as well as the payment of benefits shall be determined by the LTD Program.

**27.05\*** Should an employee in receipt of Long Term Disability benefits cease to be disabled and provided she is able to perform her full job, such employee shall have a right to return to her former or equivalent position with the Employer. The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining an employee's suitability for reinstatement.

## ARTICLE 28 - HEALTH & SAFETY\*

### 28.01 Health and Safety Provisions

The Employer shall continue to make and enforce provisions for the occupational health, safety, and security of employees. The Employer will respond to suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury and employment-related chronic illness.

### 28.02 Occupational Health and Safety Act

The Employer, the Union, and the employees recognize they are bound by the provisions of the *Occupational Health and Safety Act*, S.N.S. 1996, c.7. Any breach of these obligations may be grieved pursuant to this Agreement.

### 28.03 Joint Occupational Health and Safety Committee

- (a) The Employer shall establish and maintain one Joint Occupational Health and Safety Committee as provided for in the *Occupational Health and Safety Act*.
- (b) The committee shall consist of such number of persons as may be agreed by the Employer, the employees and the applicable unions.
- (c) At least one-half of the members of the committee shall be employees at the workplace who are not connected with the management of the workplace and the Employer may choose up to one-half of the members of the committee if the Employer wishes to do so.
- (d) The employees on the committee are to be determined by the employees they represent or designated by the union that represents the employees.
- (e) The committee shall meet at least once each month unless:
  - (i) a different frequency is prescribed by the regulation; or
  - (ii) the committee alters the required frequency of meetings in its rules of procedure.
- (f) Where the committee alters the required frequency of meetings by its rules of procedure and the Director of Occupational Health and Safety Division of the Nova Scotia Department of Labour (hereinafter in this Article referred to as the "Director") is not satisfied that the frequency of meetings is sufficient to enable

the committee to effectively perform its functions, the frequency of the meetings shall be as determined by the Director.

- (g) An employee who is a member of the committee is entitled to such time off from work as is necessary to attend meetings of the committee, to take any training prescribed by the regulations and to carry out the employee's functions as a member of the committee, and such time off is deemed to be work time for which the employee shall be paid by the Employer at the applicable rate.
- (h) The committee shall establish its own rules of procedure and shall adhere to the applicable regulations.
- (i) Unless the committee determines another arrangement for chairing the committee in its rules of procedure, two of the members of the committee shall co-chair the committee, one of whom shall be selected by the members who represent employees and the other of whom shall be selected by the other members.
- (j) The rules of procedure established pursuant to Article 28.03(h) shall include an annual determination of the method of selecting the person or persons who shall:
  - (i) chair the committee; and
  - (ii) hold the position of the chair for the coming year.
- (k) Where agreement is not reached on:
  - (i) the size of the committee;
  - (ii) the designation of employees to be members; or
  - (iii) rules of procedure;the Director shall determine the matter.
- (l) It is the function of the committee to involve the Employer and employees together in occupational health and safety in the workplace, and without restricting the generality of the foregoing, includes:
  - (i) the cooperative identification of hazards to health and safety and effective systems to respond to the hazards;
  - (ii) the cooperative auditing of compliance with health and safety requirements in the workplace;

- (iii) receipt, investigation, and prompt disposition of matters and complaints with respect to workplace health and safety;
- (iv) participation in inspections, inquiries and investigations concerning the occupational health and safety of the employees and, in particular, participation in an inspection referred to in Section 50 of *the Occupational Health and Safety Act*;
- (v) advising on individual protective devices, equipment, and clothing that, complying with the *Occupational Health and Safety Act* and the Regulations, are best adapted to the needs of the employees;
- (vi) advising the Employer regarding a policy or program required pursuant to the *Occupational Health and Safety Act* or the *Regulations* and making recommendations to the Employer, the employees, and any person for the improvement of the health and safety of persons at the workplace;
- (vii) maintaining records and minutes of committee meetings in a form and manner approved by the Director and providing committee members with a copy of these minutes, and providing an officer with a copy of these records or minutes on request. Both chairpersons will sign the minutes unless there is a dispute over their contents, in which case the dissenting co-chairperson will indicate in writing the source of this disagreement; and
- (viii) performing any other duties assigned to it:
  - (1) by the Director;
  - (2) by agreement between the Employer and the employees or the unions; or
  - (3) as are established by the Regulations of the *Occupational Health and Safety Act*.

#### **28.04 Right to Refuse Work and Consequences of Refusal**

- (a) Any employee may refuse to do any act at the employee's place of employment where the employee has reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person until
  - (i) the Employer has taken remedial action to the satisfaction of the employee;
  - (ii) the committee has investigated the matter and unanimously advised the employee to return to work; or

- (iii) an officer appointed under the *Occupational Health and Safety Act* has investigated the matter and has advised the employee to return to work.
- (b) Where an employee exercises the employee's right to refuse to work pursuant to Article 28.04(a), the employee shall:
  - (i) immediately report it to the supervisor;
  - (ii) where the matter is not remedied to the employee's satisfaction, report it to the committee or the representative, if any; and
  - (iii) where the matter is not remedied to the employee's satisfaction after the employee has reported pursuant to Article 28.04(b)(i)(ii), report it to the Occupational Health and Safety Division of the Department of Labour.
- (c) At the option of the employee, the employee who refuses to do any act pursuant to Article 28.04(a) may accompany an Occupational Health and Safety officer or the committee or representative, if any, on a physical inspection of the workplace, or part thereof, being carried out for the purpose of ensuring others understand the reasons for the refusal.
- (d) Notwithstanding Subsection 50 (8) of the *Occupational Health and Safety Act*, an employee who accompanies an Occupational Health and Safety officer of the Department of Labour, the committee or a representative, as provided in Article 28.04(c), shall be compensated in accordance with Article 28.04(g), but the compensation shall not exceed that which would otherwise have been payable for the employee's regular or scheduled working hours.
- (e) Subject to this Agreement, and subsection (c), where an employee refuses to do work pursuant to Article 28.04(a), the Employer may reassign the employee to other work and the employee shall accept the reassignment until the employee is able to return to work pursuant to Article 28.04(a).
- (f) Where an employee is reassigned to other work pursuant to Article 28.04 (e), the Employer shall pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued in the employee's normal work.
- (g) Where an employee has refused to work pursuant to Article 28.04(a) and has not been reassigned to other work pursuant to Article 28.04 (e), the Employer shall, until Article 28.04 (a)(i), (ii) or (iii) is met, pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued to work.

- (h) A reassignment of work pursuant to subsection 28.04(e) is not a discriminatory act pursuant to Section 45 of the *Occupational Health and Safety Act*.
- (i) An employee may not, pursuant to this Article, refuse to use or operate a machine or thing or to work in a place where:
  - (i) the refusal puts the life, health or safety of another person directly in danger; or
  - (ii) the danger referred to in Article 28.04 (a) is inherent in the work of the employee.

### **28.05 Restriction on Assignment of Work Where Refusal**

Where an employee exercises the employee's right to refuse to work pursuant to Article 28.04(a), no employee shall be assigned to do that work until the matter has been dealt with under that Article, unless the employee to be so assigned has been advised of:

- (a) the refusal by another employee;
- (b) the reason for the refusal; and
- (c) the employee's rights pursuant to Article 28.04.

### **28.06 First-Aid Kits**

The Employer shall provide an area, equipped with a first-aid kit, for the use of employees taken ill during working hours.

### **28.07 Protection of Pregnant Employees\***

A pregnant employee who works with machinery or equipment or in situations which may pose a threat to the health of either the pregnant employee or her unborn child, may request a job reassignment for that period by forwarding a written request to the employee's immediate management supervisor along with a satisfactory certificate from a duly qualified medical practitioner justifying the need for such reassignment. Upon receipt of the request, the Employer, where possible, will reassign the pregnant employee to an alternate position and/or classification or to alternate duties with the Employer.

### **28.08 Uniforms & Protective Clothing**

Where conditions of employment are such that an employee's clothing may be contaminated, or where an employee's clothing may be damaged, the Employer shall provide protective clothing (smocks, coveralls, lab coats, or similar overdress) and shall pay for their laundering.

## **ARTICLE 29 - TRANSPORTATION\***

### **29.01 Reimbursement for Travel Between 2400 and 0600\***

An employee who is required to travel reasonable distances to and from work between 2400 and 0600 hours shall be entitled to be reimbursed for actual transportation expenses incurred to a maximum of Six Dollars (\$6.00) each way per shift, or thirty-four (34) cents per kilometre to the above mentioned maximum.

### **29.02 Reimbursement for Transportation To and From Meetings**

Staff shall be reimbursed for transportation to and from meetings or appointments that they are required to attend on the Employer's business.

### **29.03 Employees Providing Own Transportation\***

Employees providing their own transportation will be reimbursed at thirty-four (34) cents per kilometre to the above maximum.

## **ARTICLE 30 - JOB POSTING\***

### **30.01 Job Posting\***

- (a) When a new permanent position, a permanent vacancy or a long assignment is created within the bargaining unit, the Employer shall post a notice of such in buildings where employees in the bargaining unit work.
- (b)\*
  - (i) The posting of a permanent position or vacancy shall be for a minimum of ten (10) days.
  - (ii) The posting of a long assignment shall be for a minimum of seven (7) days.
- (c) Should a short assignment not be able to be filled in accordance with Article 39.05, the posting of a short assignment shall be for a minimum of five (5) days.
- (d) The notice posted shall indicate:
  - (i) the classification and work area;
  - (ii) whether the posting is for a permanent or a long or short assignment (if necessary);

- (iii) the expected duration of the assignment;
- (iv) whether the appointment is full-time, part-time or any applicable part-time designation.
- (e) Only those postings which cannot be filled with a qualified employee from the bargaining unit will be available for filling from outside the bargaining unit.

### **30.02 Filling Vacancies or Assignments**

Where it is determined by the Employer that:

- (a) two or more bargaining unit applicants for a position in a bargaining unit are qualified; and
- (b) those applicants are of equal merit, preference in filling the vacancy or Assignment shall be given to the applicant with the greatest length of seniority.

Notwithstanding the above, the Employer may award the position to the most senior applicant without conducting interviews.

### **30.03 Retention of Status**

A permanent employee who accepts a Long or Short Assignment shall be entitled to retain her status as a permanent employee, and shall be entitled to return to her former position or if that position no longer exists, to another position in accordance with this Agreement.

## **ARTICLE 31 - REOPENER CLAUSE**

### **31.01 Reopener**

This Agreement may be amended by the mutual consent of both parties in writing.

## **ARTICLE 32 – PAY\***

### **32.01 Rates of Pay\***

The rates of pay contained in Appendix "A" form part of this Agreement.

General Increases as follows:

- (a) Effective November 1, 2003, the rates of pay in effect as of November 1, 2002 shall be increased by 2.9%.
- (b) Effective November 1, 2004, the rates of pay in effect shall be increased by 2.9%.
- (c) Effective November 1, 2005, the rates of pay in effect shall be increased by 2.9%.

The Employer agrees that matches agreed upon under MOA #6 shall be entitled to May 1, 2004, May 1, 2005, May 1, 2006 adjustments for their matching counterparts at CDHA. Any adjustments shall be retroactive to the effective dates at CDHA.

The parties agree that pay rates for IWK classifications shall be adjusted as per their matching counterparts at CDHA where those matching counterparts received adjustments effective November 3, 2003. Any adjustments would be retroactive to November 3, 2003.

### **32.02 Rate of Pay Upon Appointment**

Subject to subsection 32.03, the rate of compensation of a person upon appointment shall be the minimum rate prescribed for the class to which she is appointed.

### **32.03 Exception**

The rate of compensation of a person upon appointment to a position may be at the rate higher than the minimum rate prescribed for the class, if, in the opinion of the Employer, such higher rate is necessary to effect the appointment of a qualified person to the position.

### **32.04 Rate of Pay Upon Promotion**

Subject to Clause 32.05, the rate of compensation of a person upon promotion to a position in a higher range shall be at the next higher rate or the minimum of the new class, whichever is greater, than received by the employee before the promotion.

### **32.05 Exception**

The rate of compensation of an employee upon promotion to a position, may be at a higher rate than prescribed in Article 32.04, if, in the opinion of the Employer, such higher rate is necessary to effect the promotion of a qualified person to the position.

### **32.06 Rate of Pay Upon Demotion**

The rate of compensation of an employee upon demotion to a position in a lower pay range shall be the next lowest rate or the maximum of the new class, whichever is lesser, than that received by the employee before the demotion.

### **32.07 Anniversary Date**

The anniversary date of an employee shall be the day on which she was employed in a position within the bargaining unit. If the employee is reclassified, the date of the reclassification becomes the new anniversary date.

### **32.08 Rate of Pay Upon Reclassification**

Where an employee is recommended for a reclassification which falls on her anniversary date, the employee's salary shall be adjusted first by the implementation of her annual increment, provided it is recommended and an increment is available in her present pay range, and on the same date her salary be adjusted upward to comply with the provisions of Article 32.04 and 32.05.

### **32.09 Salary Increments**

- (a) The Employer, except as provided in Article 32.12, on the recommendation of the Head of the Department, may grant an increment for satisfactory service after an employee has served for consecutive periods of twelve (12) months following her first day of the month established in Article 32.08, or twelve (12) months following the date of change in her rate of compensation as established in Articles 32.04, 32.05 and 32.06.
- (b) The Employer may advance the date of granting an increment.

### **32.10 Notice of Withheld Increment**

When an increase provided for in Article 32.09 is withheld, the reason for the withholding shall be given to the employee in writing by her Employer.

### **32.11 Granting of Withheld Increment**

When an increase provided for in Article 32.09 is withheld, the increase may be granted on any subsequent first day of any month after the anniversary date upon which the increase was withheld.

### **32.12 Increases**

Increases negotiated in this Agreement shall be implemented on a step-for-step basis, that is, an employee in the third step of any pay range, shall be placed in the third step of the corresponding new pay range.

### **32.13 Acting Pay**

- (a) Where an employee is designated to perform for a temporary period of three (3) or more consecutive days, the principal duties of a higher position, she shall receive payment of acting pay, including the three (3) days, equivalent to ten percent (10%) higher than her existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.
- (b) Acting pay shall not be paid to the employee where the employee's current position normally requires periodic substitution in the higher position, as defined by the position specification, title, and salary range.
- (c) Acting pay provisions shall not apply in series classifications of positions.
- (d) Acting pay provisions do not preclude the right of the Employer to assign duties of any employee among remaining employees of the work unit where temporary absences occur.
- (e) In the event that an employee remains in an acting capacity in a position excluded from the bargaining unit for a period in excess of twenty-four (24) months the provisions of Article 22.16(e) shall apply.

### **32.14 Shift Premium\***

An employee shall receive a shift premium of \$0.50 per hour for all hours worked, including overtime hours worked, on shifts half or more of the hours of which are regularly scheduled between 6:00 p.m. and 6:00 a.m.

### **32.15 Weekend Premium**

Employees working during the forty-eight (48) consecutive hour weekend period commencing 0000 hours Saturday to 0000 hours Monday shall be compensated with a premium of fifty cents (\$0.50) per hour worked (or part thereof) during the period including overtime hours worked and time worked during a callback.

### **32.16 Registration/Licensing Fees**

Where at least seventy-five percent (75%) of employees in a professional designation have opted to have their registration/licensing fees deducted from their pay, the Employer agrees to make such deductions. The amount so deducted shall be forwarded, along with a list of deduction participants to the applicable professional association prior to the submission deadline. 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 33 - CLASSIFICATION & RECLASSIFICATION\***

### **33.01 Classification and Salary Adjustments\***

- (a) When a new classification or a classification is introduced or when an existing classification has been substantially altered during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer may implement a new classification and attach a salary to it, providing that the Union is given ten (10) days written notice in advance.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification, the Union may refer the matter to a single Arbitrator who shall determine the new rate of pay.
- (c)\* The new rate of pay shall be effective from the date the employee commenced employment in the new position or from the date the employee submitted to the Employer a written request based on substantial alteration pursuant to Article 33.01.

### **33.02 Classification Appeal Procedure**

An employee shall have the right to appeal the classification of the position she occupies in accordance with the following:

- (a) If an employee believes that the position she occupies is improperly classified, she shall notify her immediate management supervisor, in writing, of such.
- (b) The Employer shall, upon request, provide the employee with a written statement of duties and responsibilities within thirty (30) days of the request.
- (c) If there is a dispute between the immediate management supervisor and the employee concerning the classification of the position the employee occupies, or if the employee believes there is a conflict between the classification standards or position description and the statement of duties, the employee may initiate a

formal appeal in writing to the Director of Human Resources. The Director of Human Resources shall respond in writing to the employee within thirty (30) days of the receipt of such appeal.

- (d) If the foregoing procedure does not lead to a satisfactory resolution, within sixty (60) days of receipt of the reply from the Director of Human Resources, the matter may be referred to Arbitration in accordance with Article 24.
- (e) An employee shall have the right of Union representation in respect to any appeal submitted.
- (f) The effective date of any resulting upward revision in classification shall be the first day of the bi-weekly period immediately following the date of receipt by the Employer of the employee's written appeal submitted pursuant to 33.02(c).

## **ARTICLE 34 - COMPENSATION FOR INJURY ON DUTY**

### **34.01 Report of Injuries**

An employee who is injured on duty shall immediately report or cause to have reported any injuries sustained in the performance of her duties to her immediate supervisor in such a manner and on such form as the Employer may from time to time prescribe.

### **34.02 Benefit Entitlement**

When an employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the employee is unable to perform her duties, the Employer shall grant to the employee injury on duty leave at the level of compensation and in the manner prescribed by the *Workers' Compensation Act* for a period as the Workers' Compensation Board may specify. The Employer agrees to allow employees to draw upon their accumulated sick leave banks to supplement the benefits provided to them by the WCB. The amount of these supplemental payments shall be limited to the difference between the WCB benefit level and the amount of the employee's pre-injury net annual earnings during the period of leave approved by the WCB. The Employer shall deduct from the employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. Such payments will be maintained only so long as the supplemental payments do not result in a reduction in the amounts paid by the WCB and the employee has sufficient sick leave credits in her bank.

## **ARTICLE 35 - EMPLOYER'S LIABILITY**

### **35.01 Employer's Liability**

The Employer, the Union, and the employees agree to abide by the Employer's Liability Insurance Policy. For clarification it is understood that this includes providing legal support to:

- (a) all employees who are witnesses or potential witnesses in any legal action which is based on a claim that a patient suffered harm as a result of negligent treatment received at the Izaak Walton Killam Health Centre; and
- (b) employees who are named parties (defendants) in legal action based on a claim that a patient suffered harm as a result of negligent treatment received at the Izaak Walton Killam Health Centre, so long as the employee was acting without criminal intent and within the scope of her duties.

## **ARTICLE 36 - PART TIME EMPLOYEES**

### **36.01 Application of Collective Agreement**

Except as specifically provided herein, the provisions of this Agreement shall apply to part-time employees as defined in Article 1.01.

### **36.02 Entitlement to Benefits**

Part-time employees will be covered by this Agreement and shall be entitled to benefits pro-rated on the basis of hours worked so long as they meet the minimum eligibility requirements of the applicable group benefit plans, except as otherwise agreed to by the Parties.

### **36.03 Earning Entitlements**

For the purposes of earning entitlement to a benefit (e.g. vacation increment, merit increments, length of probation, pregnancy leave, etc.), calendar time of employment will be applicable.

### **36.04 Unpaid Leave**

Unpaid leave, such as pregnancy leave, will not be pro-rated as to the length of time granted.

### **36.05 Bereavement Leave**

Part-time employees shall be entitled to Bereavement Leave in accordance with Article 18.

### **36.06 Service**

For the purpose of accumulating service for part-time employment, part-time employees will not be subject to the negating provisions of Article 1.02(b). Except as otherwise provided in the Agreement, part-time employees will accumulate service and be credited with service on a pro-rata basis in accordance with hours worked, including designated paid holidays or days off in lieu thereof, vacation, sick leave, injury on duty leave, paid leaves of absence.

### **36.07 Overtime**

- (a) Part-time employees will be entitled to overtime compensation in accordance with this Agreement when they work in excess of the normal full-time bi-weekly hours.
- (b) Part-time employees who are scheduled for a shift of seven and one-half (7 1/2) or more hours will be entitled to overtime compensation for time worked beyond the scheduled hours.
- (c) Part-time employees who are scheduled to work a shorter period than the full-time shift will be entitled to overtime compensation after they have worked the equivalent of a full shift.
- (d) Where part-time employees are scheduled to work less than the normal hours per bi-weekly period of full-time employees in the work unit, straight time rates will be paid up to and including the normal work hours in the bi-weekly period of the full-time employees and overtime rates will be paid for hours worked in excess thereof.

### **36.08 Group Insurance**

- (a) Part-time employees, who meet the eligibility requirements of the plans will be covered by the Nova Scotia Association of Health Organizations benefit plans (medical and dental), or their equivalent, on the same basis, as outlined in Article 27.02 for full-time employees.

- (b) Subject to Article 36.02, part-time employees will be covered by group life insurance with benefit entitlement prorated on the basis of hours worked. For example, fifty per cent (50%) of the full-time hours in a position with an annual (full-time) salary of \$30,000 will have her insurance coverage based on \$15,000 per annum salary.
- (c) Subject to Article 36.02, part-time employees are entitled to coverage pursuant to the Long Term Disability Plan applicable to full-time employees covered by this collective agreement.

### **36.09 Pension**

Subject to Article 36.02, part-time employees shall be covered by the terms of the pension plan.

## **ARTICLE 37 - JOB SHARING\***

### **37.01 Terms and Conditions of Job Sharing**

The terms and conditions governing job sharing arrangements will be as mutually agreed to by the Union and the Employer.

### **37.02 Rights and Benefits**

Except as otherwise provided herein, employees participating in job-sharing arrangements will be entitled to all rights and benefits provided for in the Collective Agreement.

### **37.03 Existing Employees Only**

Job sharing will only be permitted when requested by existing employees and those employed in job sharing situations will continue to be members of the bargaining unit and covered by the Agreement.

### **37.04 Operational Requirements**

Job-sharing arrangements will only be authorized where operational requirements permit and the provision of services is not adversely affected.

### **37.05 Qualifications**

Both employees in a job-sharing arrangement must be permanent employees, one of whom is the incumbent of the position to be shared. Both employees must share the same job classification/title and be suitably qualified and capable of carrying out the full-time duties and responsibilities of the position to be shared.

### **37.06 Identification of Job Share**

An employee wishing to job share her position has the responsibility of finding an eligible employee willing to enter into the job-sharing arrangement. The two employees requesting approval to implement a job-sharing arrangement will submit a request to the immediate supervisor of the position to be job shared.

### **37.07 Period of Job Share\***

A position will be shared for a minimum of nine (9) months and a maximum period of two (2) years. Any extension beyond the two-year (2) maximum period must be mutually acceptable to both employees, the Employer, and the Union. At the end of the job-sharing period, the employees will resume the former positions they held prior to entering into the job-sharing arrangement or if that position no longer exists, to another position in accordance with this Agreement.

### **37.08 Work Schedule Requirements**

Each of the two employees in a job-sharing arrangement will be required to fulfill one-half of the full-time work schedule requirements averaged over a maximum of two (2) complete bi-weekly pay periods, except where a request for a greater averaging period has the prior approval of both the employer and the union.

### **37.09 Service**

Employees will be credited with one-half (1/2) month's service each calendar month of the job-sharing arrangement and not be subject to the provisions of Article 1.02(b) of the Agreement. An employee's anniversary and/or service date for the purposes of earning a merit increment, and increment in vacation entitlement will remain unchanged as if the employee were working on a full-time basis.

### **37.10 Hours of Work**

For the purposes of this Agreement, an employee's regular work day or regular work week will be the employee's scheduled hours of work under the job-sharing arrangement. A day on which an employee is not scheduled to work will be considered as the employee's rest day. Time worked by an employee outside her scheduled hours of work will be compensated as overtime in accordance with Article 14 of this Agreement, with

the employee's bi-weekly rate being determined on the basis as if she were working the normal full-time hours.

### **37.11 Pro-Rating of Benefits**

The following benefits will be prorated in accordance with this Article:

- (a) Holidays - Each employee will be entitled to one-half (1/2) the paid holidays provided for under Article 17 of the Agreement.
- (b) Long Term Disability - During the job sharing period, Employer and employee contributions to the LTD Fund will continue to be based upon the employee's normal full-time salary. For the purposes of determining an employee's benefits during the job-sharing period, the amount of coverage will be based upon the normal salary the employee is entitled to receive during the job-sharing period. Upon the expiry date of the job-sharing period, as specified in the employee's approved application, the amount of coverage will be based upon the normal full-time salary the employee would be entitled to receive in the position she/he held prior to entering the job-sharing arrangement.
- (c) Other Paid Leaves - One-half (1/2) the entitlement provided for in this Agreement.
- (d) Group Life Assurance - Cost sharing of premiums and benefit entitlement will be based on one-half the employee's normal full-time salary.

### **37.12 Pension**

Pursuant to Article 27 of the Agreement, employees shall continue to be covered by the provisions of the applicable pension plan.

### **37.13 Termination**

In the event one of the participants vacates the job-shared position (eg: through termination of employment, appointment to another position or being placed on leave under the LTD plan), the job-sharing arrangement will terminate and the remaining participant will revert to full-time status in the position occupied prior to the job-sharing arrangement or if the position no longer exists, to another position in accordance with this Agreement.

### **37.14 Notice**

If either participant or the employer wishes to terminate the job-sharing arrangement prior to its expiry, a minimum of sixty (60) calendar days' written notice shall be required.

### **37.15 Extension of Job Share**

If the two employees wish to extend their job-sharing arrangement beyond the initial period covered by their application or the maximum two-year period provided for in Article 37.08, they shall give a minimum of sixty (60) calendar days' written notice of such intent prior to the expiry of the original job-sharing arrangement.

### **37.16 Filling of Vacancy**

An incumbent filling any position temporarily vacated as a result of job sharing will be covered by the Collective Agreement.

### **37.17 Costs**

The parties agree that, except for the cost of benefits provided for under this Article and/or the Collective Agreement, there shall be no added cost to the Employer directly resulting from any job-sharing arrangement.

## **ARTICLE 38 - CASUAL EMPLOYEES\***

### **38.01 Application of the Collective Agreement**

Except as specifically provided herein, the provision of this Agreement shall apply to casual employees as defined in Article 1.01.

### **38.02 Exceptions**

The articles not applicable to casual employees, except as provided in Article 39, are:

- (a) Service (Article 1.02)
- (b) Appointment (Article 9)
- (c) Time off for Union Business (Article 12)
- (d) Hours of Work (Article 13)
- (e) Overtime (Article 14)
- (f) Vacations (Article 16)
- (g) Holidays (Article 17)
- (h) Leaves (Article 18)
- (i) Sick Leave (Article 19)

- (j) Pensions (Article 27)
- (k) Group Insurance (Article 27)
- (l) Long Term Disability (Article 27)
- (m) Retirement Allowance (Article 26)
- (n) Job Security (Article 22)
- (o) Part-Time Employees (Article 36)

The parties agree that should issues arise during the life of this Agreement concerning the application of this provision, they will discuss revisions of this provision.

### **38.03 Appointment**

A casual employee shall be appointed on a non-permanent basis and is not obliged to accept a shift when called subject to Article 39.03(c).

### **38.04 Probationary Period**

- (a) Notwithstanding Article 38.03, a newly hired casual employee may be appointed on a probationary basis for a period not to exceed twelve (12) months.
- (b) The Employer shall, after the employee has served as a casual on a probationary basis for a period of twelve months, confirm the completion of the probationary period.
- (c) A casual employee who has completed her probationary period and whose employment has been terminated for any reason and who is reappointed within the same work area as a casual within twelve (12) months from the date of termination shall not have to complete another probationary period.

### **38.05 Termination of Probationary Appointment**

- (a) The Employer may terminate a probationary casual employee at any time.
- (b) If the employment of a probationary casual employee is to be terminated for reasons other than willful misconduct or disobedience or neglect of duty, the Employer shall advise the casual employee of the reason in writing not less than ten (10) days prior to the date of termination.
- (c) The Employer shall notify the Union when a probationary casual employee is terminated.

### **38.06 Assignment of Casual Employees**

Casual employees shall be offered work in accordance with Article 39.

### **38.07 Pay in Lieu of Benefits**

In lieu of benefits provided to employees under the Collective Agreement, casual employees filling a relief assignment shall be compensated with a supplementary payment equal to eleven (11%) percent of her earnings in each bi-weekly period. This payment will represent four (4) percent for vacation and seven (7%) percent for all other benefits.

### **38.08 Overtime**

A casual employee shall be entitled to overtime compensation at one and one-half times (1 1/2T) her rate of pay when she works in excess of seventy-five (75) hours bi-weekly.

### **38.09 Holiday Pay\***

A casual employee filling a relief assignment who works on a designated holiday defined in Article 17.01 shall be paid two (2) times her regular rate for all hours worked on Christmas Day, and one and one-half (1 1/2) times her regular rate for all hours worked on any other designated holiday.

### **38.10 Overtime on a Holiday\***

A casual employee filling a relief assignment who works overtime on a designated holiday as defined in Article 17.01 shall be paid two and one-half (2 ½) times her regular rate for all overtime hours worked on Christmas Day and two (2) times her regular rate of pay for all overtime hours worked on any other designated holiday.

### **38.11 Leaves**

- (a) A casual employee filling Relief Assignments shall be entitled to the following leaves:
  - (i) Bereavement Leave (Article 18.02);
  - (ii) Pregnancy Leave;
  - (iii) Leave for Birth/Adoption of Child (Articles 18.07 & 18.08).
- (b) To obtain paid leave for any of the above, the employee must be scheduled to work on the day the leave is required. In the case of bereavement leave pursuant to Article 18.02, the casual employee shall receive paid leave only for those shifts previously scheduled within the applicable leave period.

### **38.12 Rate of Pay upon Appointment**

Subject to Article 38.13, the rate of compensation of a casual employee shall be the minimum rate prescribed for the classification to which she is appointed.

### **38.13 Exception to Rate of Pay**

Casual employees shall have experience recognized and be placed on the appropriate increment step. One (1) year experience for casual employees shall mean **1950** hours worked.

### **38.14 Pay Increments**

A casual employee shall be entitled to an increment on the completion of **1950** hours worked and a further increment upon the completion of each period of **1950** hours worked thereafter to a maximum for the employee's classification.

### **38.15 No Avoidance**

A casual employee shall not be used for the purpose of avoiding filling permanent vacancies.

### **38.16 Termination of Employment Relationship**

A casual employee who has not been called to report for work, or who has been unavailable for work for twelve (12) months, notwithstanding Article 39.03(b), shall cease to be an employee.

## **ARTICLE 39 - LONG ASSIGNMENTS, SHORT ASSIGNMENTS & RELIEF ASSIGNMENTS\***

### **39.01 Casual Availability List**

The Employer shall maintain a Casual Availability List, which shall list all eligible employees who have indicated a desire to be assigned casual work. Only employees on the recall list, permanent part-time employees, and casual employees are eligible to be on the Casual Availability List.

### **39.02 Employee(s) on Recall List**

Notwithstanding any provision of this Article, all available casual work shall be first offered to an employee who has recall rights provided she possesses the necessary qualifications, skills, and abilities, as determined by the Employer, reflecting the functions of the job concerned. An employee on the Recall List may instruct the

Employer to remove her name from a Work Area Specific Casual List at the time of layoff notice or any time during the recall period as specified in Article 22.

### **39.03 Work Area Specific Casual Lists**

- (a) The Casual Availability List shall be broken down into Work Area Specific Casual Lists.
- (b) Provided an employee possesses the necessary qualifications, skills, and abilities reflecting the functions of the job concerned, as determined by the Employer, an employee as specified in Article 39.01 may have her name placed on a Work Area Specific Casual List. Such employees may also have their names placed on other Work Area Specific Casual Lists in accordance with (e) and (f) below.
- (c) An employee on a Work Area Specific Casual List is not obliged to accept a shift when called. However, if, an employee is consistently unavailable when called for work in a work area, she shall be struck from that Work Area Specific Casual List unless the employee has notified the Employer that she shall be unavailable for work for a specific period of time.
- (d) It is the responsibility of the employee to keep the Employer informed of any changes in her desire to be assigned casual work.
- (e) Permanent Part-time Employees
  - (i) A permanent part-time employee may place her name on the Work Area Specific Casual List of her work area if she wishes to be offered casual work. Such employee must indicate whether she wants to be offered short assignments or relief assignments, or both.
  - (ii) A permanent part-time employee may request that her name be placed on one (1) additional Work Area Specific Casual List. Such a request shall be considered by the Employer and the decision will be made based on operational requirements.
- (f) Casual Employees

A casual employee may place her name on any Work Area Specific Casual List(s).
- (g) The Employer may determine that an employee on the Work Area Specific Casual List no longer possesses the necessary qualifications, skills, and abilities as determined by the Employer, reflecting the functions of the job concerned. If the Employer determines that the employee is no longer qualified, the employee shall

be struck from that Work Area Specific Casual List, in which case written notification shall be given to the Union and the employee.

- (h) In unusual situations, the Employer may request an employee who is not on a particular Work Area Specific Casual List to work in that work area. Such an assignment does not result in the employee being deemed qualified for the unit's list.

#### **39.04 Long Assignments**

- (a) A Long Assignment is non-permanent work of a duration greater than nine (9) months and shall be used for the purpose of filling vacancies temporarily vacated as a result of long term disability, job-share arrangements, Workers' Compensation leave, and approved leaves of greater than nine month; and for filling special projects.
- (b) Except in the circumstances outlined in paragraph (c) below, Long Assignments shall be posted in accordance with Article 30.
- (c) Where the Long Assignment is being used to temporarily replace an employee on a pregnancy-related absence for a continuous period in excess of nine (9) months, which includes the total pregnancy leave combined with an employee's parental leave and any other related leave, the assignment may be filled in accordance with the procedure in Article 39.05. An employee on such long assignment shall in all other respects be treated as an employee on Long Assignment.
- (d) A permanent employee who applies for and accepts a Long Assignment shall maintain her permanent status for the duration of that Assignment. Benefits shall be pro-rated in accordance with the designation of the Assignment.
- (e) A casual employee who accepts a Long Assignment shall receive fifteen days (15) paid vacation leave pro-rated for the designation and the duration of her assignment.
- (f) Notwithstanding Article 38.02, a casual employee who accepts a Long Assignment shall only be excluded from the following benefits:
  - (i) Prepaid Leave (Article 41)
  - (ii) Education Leave (Article 18.10)
  - (iii) Retirement Allowance (Article 26)
  - (iv) Job Security (Article 22)
  - (v) Job Sharing (Article 37)
- (g) All benefits enjoyed by a casual employee in a Long Assignment shall be pro-rated as appropriate for the designation and duration of the Assignment.

- (h) A casual employee who accepts a Long Assignment shall be entitled to Group Insurance, Medical Benefits, and at the casual employee's option, Pension (Article 27) so long as the employee meets the eligibility requirements of the applicable plan.
- (i) A casual employee who accepts a Long Assignment will be scheduled in accordance with Article 13 of this Agreement.
- (j) Overtime shall be granted in accordance with Article 14 or Article 36, whichever is applicable to the Assignment.
- (k) When the Long Assignment ends, a permanent employee shall return to her former position, or if that position no longer exists, to another position in accordance with this Agreement.
- (l) When a Long Assignment ends, a casual employee shall return to the Work Area Specific Casual List(s).
- (m) If a Long Assignment or consecutive Long Assignments extend beyond four (4) years, a casual employee in such Assignment(s) shall receive all benefits a permanent employee would receive effective at the start of the fifth (5th) year.

### **39.05 Short Assignments**

- (a) A Short Assignment is non-permanent work of a duration of greater than one month but not exceeding nine (9) months.
- (b) Short Assignments shall be filled from the Work Area Specific Casual List as follows:
  - (i) employees on the recall list in order of their seniority;
  - (ii) permanent part-time employees in order of their seniority;
  - (iii) casual employees in order of their seniority.
- (c) If a Short Assignment is not able to be filled in accordance with Article 39.05(b), it shall be posted in accordance with Article 30.
- (d) An employee offered a Short Assignment is not required to accept the Assignment.

- (e) A permanent employee who accepts a Short Assignment shall maintain her permanent status for the duration of that Assignment. Benefits shall be pro-rated for the designation of the Assignment, if applicable.
- (f) A casual employee who accepts a Short Assignment shall receive fifteen days (15) paid vacation leave pro-rated for the designation and the duration of her assignment.
- (g) Notwithstanding Article 38.02, a casual employee who accepts a Short Assignment shall only be excluded from the following benefits:
  - (i) Prepaid Leave (Article 41)
  - (ii) Education Leave (Article 18.10)
  - (iii) Retirement Allowance (Article 26)
  - (iv) Job Security (Article 22)
  - (v) Job Sharing (Article 37)
- (h) A casual employee who accepts a Short Assignment will be scheduled in accordance with Article 13 of this Agreement.
- (i) Overtime shall be granted in accordance with Article 14 or Article 36, whichever is applicable to the Assignment.
- (j) When a Short Assignment ends, a permanent employee shall return to her previous position, or if that position no longer exists, to another position in accordance with this Agreement.
- (k) When the Short Assignment ends, a casual employee shall return to the Work Area Specific Casual List(s).

### **39.06 Part-time Employees Accepting Assignments of Full-time Hours**

Any part-time employee whose name is on a Work Area Specific Casual List(s) shall have her name removed from the list(s) during the assignment of full-time hours.

### **39.07 Relief Assignments**

- (a) An Assignment that does not exceed one (1) month (a "Relief Assignment") shall be offered on a rotating basis to employees on a Work Area Specific Casual List. Where operational requirements permit, an employee may be assigned up to a maximum of five (5) consecutive working days.
- (b) The assigning order for a Work Area Specific Casual List is:
  - (i) employees on the recall list in order of their seniority;

- (ii) permanent part-time employees in order of their seniority; and
- (iii) casual employees in order of their seniority;
- (c) An employee offered Relief Assignment is not required to accept the Assignment.
- (d) Accepting a Relief Assignment shall not increase the designation of a Permanent Part-time Employee.

### **39.08 Cancellation of Relief Assignment**

An employee accepting a Relief Assignment may have that assignment cancelled with three (3) hours notice if there is no longer a requirement for the relief assignment. If less than three (3) hours notice is given, the employee shall receive three (3) hours compensation at her rate of pay.

### **39.09 Reporting Pay**

An employee reporting for work as scheduled and finding no work available will be guaranteed four (4) hours pay at her rate of pay.

### **39.10 Termination of Assignments\***

- (a) The Employer may terminate a Long Assignment, a Short Assignment, or a Relief Assignment at any time.
- (b)\* If a Long Assignment or a Short Assignment is to be discontinued, the Employer shall advise the employee in writing not less than ten (10) working days prior to the date of discontinuance.
- (c) The Employer will notify the Union when a Long Assignment or Short Assignment is discontinued.
- (d)\* An employee who accepts a long or short assignment may apply for and accept a permanent position.

### **39.11 Pay in Lieu of Notice**

Where less notice in writing is given than required in Article 39.10(b), an employee shall continue to receive her pay for the number of days for which the notice was not given.

### **39.12 Completion of Assignments**

An employee who accepts a Long or Short Assignment cannot commence another such assignment until the employee's existing assignment is completed.

### **39.13 Casuals Placed in Assignments**

- (a) A casual employee on a full-time Long or Short Assignment shall have her name temporarily removed from all Work Area Specific Casual Lists for the duration of the Assignment.
- (b) A casual employee on a part-time assignment shall be restricted in accordance with Article 39.03(e)(i) and (ii).

### **39.14 Overtime Restrictions**

The Employer is not obliged to offer additional shifts to an employee when she becomes eligible for overtime compensation.

## **ARTICLE 40 - NOTICE OF RESIGNATION**

### **40.01 Notice of Resignation**

If an employee desires to terminate her employment, she shall forward a letter of resignation to the Employer not less than four (4) weeks prior to the effective date of termination, and in any event, not less than two (2) weeks prior to the effective date of termination, provided however the Employer may accept a shorter period of notice.

### **40.02 Absence Without Permission**

- (a) An employee who is absent from her employment without permission for ten (10) consecutive days, shall be deemed to have resigned her position effective the first day of her absence.
- (b) The employee may be reinstated if she establishes to the satisfaction of the employer, that her absence arose from a cause beyond her control and it was not possible for the employee to notify the Employer of the reason for her absence.

### **40.03 Failure to Give Notice**

- (a) An employee who fails to give notice required by Article 40.01, or who is deemed to have resigned by virtue of 40.02, shall be struck from the payroll effective the date she absents herself without leave, and shall have deducted from monies owed her by the Employer from all sources, including any vacation pay, a sum equivalent to the salary payable to her for the period of notice which she failed to work.
- (b) If the employee is reinstated in accordance with 40.02(b), then any deductions made pursuant to 40.03(a) shall be reinstated.

### **40.04 Acknowledgment of Letters of Resignation**

Receipt of letters of resignation shall be acknowledged by the Employer in writing.

### **40.05 Withdrawal of Resignation**

An employee who has terminated her employment through resignation, may withdraw her resignation within forty-eight (48) hours of the time it was submitted to the Employer.

## **ARTICLE 41 - PREPAID LEAVE PLAN**

### **41.01 Purpose**

- (a) The Prepaid Leave Plan is established to afford employees the opportunity of taking a self-funded leave of absence not to exceed twelve (12) months.
- (b) When a leave of absence is taken for the purpose of permitting the full-time attendance of the employee at a designated educational institution (within the meaning of subsection 118.6 (i) of the *Income Tax Act*), the leave shall not be for less than three (3) consecutive months and in any other case not less than six (6) consecutive months.

### **41.02 Terms of Reference**

- (a) It is the intent of the Union and the Employer that the quality and delivery of service to the public be maintained.
- (b) A suitable replacement for the employee on leave will be obtained where required, and the incumbents filling any position(s) temporarily vacated as a result of such leave will be covered by the Collective Agreement.
- (c) Applications under this Plan will not be unreasonably denied, and any permitted discretion allowed under this Plan will not be unreasonably refused.

### **41.03 Eligibility**

Any permanent employee is eligible to participate in the Plan.

### **41.04 Application**

- (a) An employee must make written application to the Employer at least four (4) calendar months in advance, requesting permission to participate in the Plan. A shorter period of notice may be accepted by the Employer. Entry date into the Plan for deductions must commence at the beginning of a bi-weekly pay period.
- (b) Written acceptance or denial of the request, with explanation, shall be forwarded to the employee within two (2) calendar months of the written application.

### **41.05 Leave**

- (a) The period of leave will be for six (6) months to one (1) year.
- (b) On return from leave, the employee will be assigned to her/his same position or, if such position no longer exists, the employee will be governed by the appropriate provisions of this Agreement.
- (c) After the leave, the employee is required to return to regular employment with the Employer for a period that is not less than the period of the leave.

### **41.06 Payment Formula and Leave of Absence**

The payment of salary, benefits and the timing of the period of leave shall be as follows:

- (a) During the deferral period of the Plan, preceding the period of the leave, the employee will be paid a reduced percentage of her salary. The remaining percentage of salary will be deferred, and this accumulated amount plus the interest earned shall be retained for the employee by the Employer to finance the period of leave.
- (b) The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for income taxes, Canada Pension Plan and Employment Insurance at that time.
- (c) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the deferred account. Interest shall be based

upon the average daily balance of the account and credited to the employee's account on the first day of the following calendar month.

- (d) A yearly statement of the amount standing in the employee's credit will be sent to the employee by the Employer.
- (e) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33-1/3% of salary. The maximum length of any contract under the Plan will be seven (7) years.
- (f) The employee may arrange for any length of deferral period in accordance with the provisions set out under Article 41.06(e).

#### **41.07 Benefits**

- (a) While the employee is enrolled in the Plan prior to the period leave, any benefits related to salary level shall be structured according to the salary the employee would have received had she not been enrolled in the Plan.
- (b) An employee's benefits will be maintained by the employer during her leave of absence; however, the premium costs of all such benefits shall be paid by the employee during the leave.
- (c) While on leave, any benefits related to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had she not been enrolled in the Plan.
- (d) Pension deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.
- (e) Pension deductions shall be made on the salary the employee would have received had she not entered the Plan or gone on leave.
- (f) Sick leave and vacation credits will not be earned during the period of leave nor will sick leave be available during such period.

#### **41.08 Withdrawal**

- (a) An employee may withdraw from the Plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be submitted in writing, detailing the reason(s) therefore, as soon as possible prior to the commencement of the leave.
- (b) In the event of withdrawal the employee shall be paid a lump sum adjustment equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible within sixty (60) calendar days of withdrawal from the Plan.
- (c) An employee who is laid off during the deferral period will be required to withdraw from the Plan.
- (d) Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the employee's estate as soon as possible within two (2) bi-weekly pay periods upon notice to the Employer.

#### **41.09 Written Contract**

- (a) All employees will be required to sign the approved contract before enrolling in the Plan. The contract will set out all other terms of the Plan in accordance with the provisions set out herein.
- (b) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of leave may be amended by mutual agreement between the employee and Employer.

### **ARTICLE 42 - TERM OF AGREEMENT\***

**42.01** This Agreement shall be in effect for a term beginning from November 1, 2003 and ending October 31, 2006. After October 31, 2006, this Agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than 30 calendar days prior to the expiration of this Agreement or any renewal thereof.

**42.02** Upon signing of the Collective Agreement, rates of pay and overtime pay shall be retroactive to November 1, 2003. All other provisions of this Agreement shall come into effect on the date of signing of the Collective Agreement except as otherwise specified.

**42.03** Members of the bargaining unit who have resigned since October 31, 2003 will have thirty (30) days from the date of signing of this Agreement to apply in writing for the retroactive wage increase. Application should be made to the Director of Human Resources.

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

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Dated at Halifax, N.S. the \_\_\_\_ day of \_\_\_\_\_ 2005.

**APPENDIX "A"**  
**PAY PLAN**

CLASSIFICATION	GRADE		PAY RANGE										
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PROCESSOR TECHNICIAN ANIMAL QUARTERS TECHNICIAN	GE02	Nov.1/03 2.9%	14.7888	15.1246	15.4598	15.7942	16.1289						
			\$28,838.14	\$29,492.87	\$30,146.61	\$30,798.74	\$31,451.27						
		Nov.1/04 2.9%	15.2177	15.5632	15.9081	16.2523	16.5966						
			\$29,674.44	\$30,348.17	\$31,020.86	\$31,691.90	\$32,363.35						
		Nov.1/05 2.9%	15.6590	16.0145	16.3695	16.7236	17.0779						
			\$30,535.00	\$31,228.26	\$31,920.46	\$32,610.97	\$33,301.89						
DENTAL ASSISTANT EKG TECHNICIAN REMEDIAL SEATING TECHNICIAN	GE03	Nov.1/03 2.9%	16.1874	16.6623	17.1381	17.6127	18.0884						
			\$31,565.44	\$32,491.46	\$33,419.29	\$34,344.71	\$35,272.34						
		Nov.1/04 2.9%	16.6568	17.1455	17.6351	18.1234	18.6129						
			\$32,480.84	\$33,433.71	\$34,388.45	\$35,340.71	\$36,295.24						
		Nov.1/05 2.9%	17.1399	17.6427	18.1465	18.6490	19.1527						
			\$33,422.78	\$34,403.29	\$35,385.72	\$36,365.59	\$37,347.80						
HEALTH RECORDS ADMINISTRATOR HEALTH RECORDS ANALYST	GE11	Nov.1/03 2.9%	20.1888	20.7559	21.4722	22.1733							
			\$39,368.11	\$40,473.92	\$41,870.88	\$43,237.94							
		Nov.1/04 2.9%	20.7742	21.3578	22.0949	22.8163							
			\$40,509.78	\$41,647.66	\$43,085.14	\$44,491.84							
		Nov.1/05 2.9%	21.3767	21.9772	22.7357	23.4780							
			\$41,684.57	\$42,855.45	\$44,334.60	\$45,782.11							
MEDICAL LABORATORY ASSISTANT MEDICAL LABORATORY ASSISTANT PATHOLOGY	GE12	Nov.1/03 2.9%	15.0361	16.0112	16.5222	17.0332							
			\$29,320.31	\$31,221.92	\$32,218.37	\$33,214.82							
		May 1/04 2.1%	15.3518	16.3475	16.8692	17.3909							
			\$29,936.04	\$31,877.58	\$32,894.96	\$33,912.33							
		Nov.1/04 2.9%	15.7970	16.8216	17.3584	17.8953							
			\$30,804.18	\$32,802.03	\$33,848.91	\$34,895.79							
		May 1/05 2.1%	16.1288	17.1748	17.7229	18.2711							
			\$31,451.07	\$33,490.87	\$34,559.74	\$35,628.60							
		Nov.1/05 2.9%	16.5965	17.6729	18.2369	18.8009							
			\$32,363.15	\$34,462.11	\$35,561.97	\$36,661.83							
		May 1/06 2.1%	\$16.9450	\$18.0440	\$18.6199	\$19.1958							
			\$33,042.78	\$35,185.81	\$36,308.77	\$37,431.73							



CLASSIFICATION	GRADE		PAY RANGE																			
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11									
OCCUPATIONAL THERAPIST PHYSIOTHERAPIST	GE18	Nov.1/03 2.9%	22.4901	24.3481	25.2769	26.2893	27.3216	28.3999														
			\$43,855.76	\$47,478.79	\$49,289.90	\$51,264.14	\$53,277.11	\$55,379.78														
		May 1/04 2.1%	22.9624	24.8594	25.8077	26.8414	27.8953	28.9963														
			\$44,776.73	\$48,475.84	\$50,324.99	\$52,340.69	\$54,395.93	\$56,542.75														
		Nov.1/04 2.9%	23.6283	25.5803	26.5561	27.6198	28.7043	29.8372														
		\$46,075.25	\$49,881.64	\$51,784.41	\$53,858.57	\$55,973.41	\$58,182.49															
	Nov.1/05 2.9%	24.3136	26.3222	27.3262	28.4208	29.5367	30.7025															
		\$47,411.44	\$51,328.21	\$53,286.16	\$55,420.47	\$57,596.64	\$59,869.78															
ORTHOPEDIC TECHNOLOGIST	GE19	Nov.1/03 2.9%	16.8607	17.3368	17.8805	18.1622	19.5383															
			\$32,878.33	\$33,806.76	\$34,867.02	\$35,416.29	\$38,099.77															
		Nov.1/04 2.9%	17.3496	17.8396	18.3991	18.6889	20.1050															
			\$33,831.80	\$34,787.15	\$35,878.16	\$36,443.36	\$39,204.66															
		Nov.1/05 2.9%	17.8528	18.3569	18.9326	19.2309	20.6880															
		\$34,812.92	\$35,795.98	\$36,918.63	\$37,500.22	\$40,341.60																
PERFUSIONIST I	GE20	Nov.1/03 2.9%	20.8743	22.0086	23.1421	24.2763	25.4098															
			\$40,704.87	\$42,916.69	\$45,127.11	\$47,338.73	\$49,549.14															
		May 1/04 2.1%	21.3127	22.4707	23.6281	24.7861	25.9434															
			\$41,559.68	\$43,817.94	\$46,074.78	\$48,332.84	\$50,589.68															
		Nov.1/04 2.9%	21.9307	23.1224	24.3133	25.5049	26.6958															
		\$42,764.91	\$45,088.66	\$47,410.95	\$49,734.49	\$52,056.78																
	Nov.1/05 2.9%	22.5667	23.7929	25.0184	26.2445	27.4700																
		\$44,005.09	\$46,396.24	\$48,785.86	\$51,176.79	\$53,566.42																
PERFUSIONIST II	GE21	Nov.1/03 2.9%	25.5850	27.7805	29.9758	32.1711																
			\$49,890.66	\$54,172.03	\$58,452.81	\$62,733.58																
		Nov.1/04 2.9%	26.3269	28.5862	30.8451	33.1040																
			\$51,337.49	\$55,743.02	\$60,147.94	\$64,552.86																
		Nov.1/05 2.9%	27.0904	29.4152	31.7396	34.0640																
		\$52,826.27	\$57,359.57	\$61,892.23	\$66,424.89																	

CLASSIFICATION	GRADE		PAY RANGE																		
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11								
PHARMACY ASSISTANT	GE22	Nov.1/03 2.9%	15.0361	16.0112	16.5222	17.0332															
			\$29,320.31	\$31,221.92	\$32,218.37	\$33,214.82															
	May 01/04 2.1%	15.3518	16.3475	16.8692	17.3909																
		\$29,936.04	\$31,877.58	\$32,894.96	\$33,912.33																
	Nov.1/04 2.9%	15.7970	16.8216	17.3584	17.8953																
		\$30,804.18	\$32,802.03	\$33,848.91	\$34,895.79																
MEDICAL LAB TECH III	GE24	May 1/05 2.1%	16.1288	17.1748	17.7229	18.2711															
			\$31,451.07	\$33,490.87	\$34,559.74	\$35,628.60															
	Nov.1/05 2.9%	16.5965	17.6729	18.2369	18.8009																
		\$32,363.15	\$34,462.11	\$35,561.97	\$36,661.83																
	Nov.1/03 2.9%	24.3860	25.2390	26.1383	27.0225																
		\$47,552.63	\$49,216.06	\$50,969.78	\$52,693.81																
ULTRASOUND TECHNOLOGIST	GE26	Nov.1/04 2.9%	25.0932	25.9709	26.8964	27.8061															
			\$48,931.65	\$50,643.32	\$52,447.90	\$54,221.93															
	Nov.1/05 2.9%	25.8209	26.7241	27.6764	28.6125																
		\$50,350.67	\$52,111.98	\$53,968.89	\$55,794.37																
	Nov.1/03 2.9%	20.8638	21.5697	22.2604	22.9500	23.6571	24.3480														
		\$40,684.41	\$42,060.90	\$43,407.70	\$44,752.49	\$46,131.39	\$47,478.58														
RAD TECHNOLOGIST 3 CHARGE TECH ULTRASOUND	GE30	May 1/04 2.1%	21.3019	22.0227	22.7278	23.4319	24.1539	24.8593													
			\$41,538.78	\$42,944.18	\$44,319.26	\$45,692.29	\$47,100.15	\$48,475.64													
	Nov.1/04 2.9%	21.9197	22.6613	23.3869	24.1115	24.8544	25.5802														
		\$42,743.40	\$44,189.56	\$45,604.52	\$47,017.36	\$48,466.05	\$49,881.43														
	May 1/05 2.1%	22.3800	23.1372	23.8781	24.6178	25.3763	26.1174														
		\$43,641.02	\$45,117.54	\$46,562.21	\$48,004.73	\$49,483.84	\$50,928.94														
RAD TECHNOLOGIST 3 CHARGE TECH ULTRASOUND	GE30	Nov.1/05 2.9%	23.0290	23.8082	24.5705	25.3317	26.1122	26.8748													
			\$44,906.60	\$46,425.95	\$47,912.52	\$49,396.87	\$50,918.87	\$52,405.88													
	May 1/06 2.1%	23.5126	24.3082	25.0865	25.8637	26.6606	27.4392														
		\$45,849.64	\$47,400.89	\$48,918.68	\$50,434.20	\$51,988.17	\$53,506.40														
	Nov.1/03 2.9%	21.8457	23.9333	24.7714	25.6536	26.5208															
		\$42,599.06	\$46,669.95	\$48,304.28	\$50,024.50	\$51,715.62															
RAD TECHNOLOGIST 3 CHARGE TECH ULTRASOUND	GE30	May 1/04 2.1%	\$22.3044	\$24.4359	\$25.2916	\$26.1923	\$27.0778														
			\$43,493.64	\$47,650.01	\$49,318.67	\$51,075.01	\$52,801.64														
	Nov.1/04 2.9%	22.9513	25.1445	26.0251	26.9519	27.8630															
		\$44,754.95	\$49,031.86	\$50,748.91	\$52,556.19	\$54,332.89															
	Nov.1/05 2.9%	23.6168	25.8737	26.7798	27.7335	28.6710															
		\$46,052.85	\$50,453.79	\$52,220.63	\$54,080.31	\$55,908.55															

CLASSIFICATION	GRADE		PAY RANGE											
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	
CHILD MENTAL HEALTH WORKER CHILD CARE WORKER YOUTH CARE WORKER - ACT	GE33	Nov.1/03 2.9%	17.9718	18.6680	19.4812	21.9188	22.8470	23.7751						
			\$35,045.00	\$36,402.63	\$37,988.41	\$42,741.72	\$44,551.63	\$46,361.54						
	Nov.1/04 2.9%	18.4930	19.2094	20.0462	22.5545	23.5096	24.4646							
			\$36,061.30	\$37,458.31	\$39,090.07	\$43,981.23	\$45,843.63	\$47,706.02						
Nov.1/05 2.9%	19.0293	19.7665	20.6275	23.2086	24.1913	25.1741								
		\$37,107.08	\$38,544.60	\$40,223.68	\$45,256.69	\$47,173.09	\$49,089.50							
LICENSED PRACTICAL NURSE	GE34	Nov.1/03 2.9%	16.5388	17.0209	17.5039	17.9856	18.4684							
			\$32,250.68	\$33,190.74	\$34,132.61	\$35,071.89	\$36,013.36							
	May 01/04 2.1%	16.8861	17.3783	17.8715	18.3633	18.8562								
			\$32,927.94	\$33,887.75	\$34,849.39	\$35,808.40	\$36,769.64							
	Nov.1/04 2.9%	17.3758	17.8823	18.3898	18.8958	19.4031								
			\$33,882.85	\$34,870.50	\$35,860.02	\$36,846.84	\$37,835.96							
Nov.1/05 2.9%	17.8797	18.4009	18.9231	19.4438	19.9657									
		\$34,865.45	\$35,881.74	\$36,899.96	\$37,915.40	\$38,933.20								
PSYCHOLOGICAL TECHNICIAN	GE35	Nov.1/03 2.9%	20.8638	21.5697	22.2604	22.9500	23.6571	24.3480						
			\$40,684.41	\$42,060.90	\$43,407.70	\$44,752.49	\$46,131.39	\$47,478.58						
	Nov.1/04 2.9%	21.4688	22.1952	22.9059	23.6155	24.3432	25.0541							
			\$41,864.25	\$43,280.67	\$44,666.52	\$46,050.31	\$47,469.20	\$48,855.46						
	Nov.1/05 2.9%	22.0914	22.8389	23.5702	24.3004	25.0491	25.7807							
		\$43,078.32	\$44,535.81	\$45,961.85	\$47,385.77	\$48,845.80	\$50,272.27							
ORTHOPTIST / OPHTHALMIC MEDICAL TECHNOLOGIST / INSTRUCTOR	GE36	Nov.1/03 2.9%	23.3898	25.3220	26.2880	27.3408	28.4145	29.5359						
			\$45,610.09	\$49,377.99	\$51,261.53	\$53,314.64	\$55,408.27	\$57,595.01						
	May 01/04 2.1%	23.8810	25.8538	26.8400	27.9150	29.0112	30.1562							
			\$46,567.90	\$50,414.92	\$52,338.03	\$54,434.24	\$56,571.84	\$58,804.50						
	Nov.1/04 2.9%	24.5735	26.6036	27.6184	28.7245	29.8525	31.0307							
			\$47,918.37	\$51,876.96	\$53,855.83	\$56,012.84	\$58,212.43	\$60,509.83						
	May 1/05 2.1%	25.0896	27.1622	28.1984	29.3277	30.4794	31.6823							
		\$48,924.65	\$52,966.37	\$54,986.80	\$57,189.11	\$59,434.89	\$61,780.54							
Nov.1/05 2.9%	25.8172	27.9499	29.0161	30.1783	31.3633	32.6011								
		\$50,343.47	\$54,502.40	\$56,581.42	\$58,847.59	\$61,158.50	\$63,572.18							

CLASSIFICATION	GRADE		PAY RANGE										
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
TEACHER TC5	GE39	Nov.1/03 2.9%	17.6968	18.7541	19.8113	20.8685	21.9257	22.9828	24.0401	25.0972	26.1545	27.2014	28.2693
			\$34,508.85	\$36,570.58	\$38,632.11	\$40,693.64	\$42,755.17	\$44,816.49	\$46,878.23	\$48,939.55	\$51,001.28	\$53,042.75	\$55,125.15
		Nov.1/04 2.9%	18.2101	19.2980	20.3859	21.4737	22.5616	23.6493	24.7373	25.8250	26.9130	27.9903	29.0891
			\$35,509.60	\$37,631.12	\$39,752.44	\$41,873.75	\$43,995.07	\$46,116.17	\$48,237.69	\$50,358.80	\$52,480.32	\$54,580.99	\$56,723.77
	Nov.1/05 2.9%	18.7381	19.8577	20.9771	22.0965	23.2159	24.3351	25.4547	26.5740	27.6935	28.8020	29.9327	
		\$36,539.38	\$38,722.43	\$40,905.26	\$43,088.09	\$45,270.92	\$47,453.54	\$49,636.59	\$51,819.21	\$54,002.25	\$56,163.84	\$58,368.76	
DIETETIC TECHNICIAN	GE40	Nov.1/03 2.9%	15.4370	15.9632	16.4894	17.0157	17.5420						
			\$30,102.06	\$31,128.21	\$32,154.36	\$33,180.71	\$34,206.86						
		May 01/04 2.1%	15.7611	16.2984	16.8357	17.3731	17.9104						
			\$30,734.21	\$31,781.90	\$32,829.60	\$33,877.51	\$34,925.21						
		Nov.1/04 2.9%	16.2182	16.7711	17.3239	17.8769	18.4298						
			\$31,625.50	\$32,703.58	\$33,781.66	\$34,859.95	\$35,938.04						
		May 1/05 2.1%	16.5588	17.1233	17.6877	18.2523	18.8168						
			\$32,289.63	\$33,390.35	\$34,491.08	\$35,592.01	\$36,692.74						
Nov.1/05 2.9%	17.0390	17.6198	18.2007	18.7816	19.3625								
	\$33,226.03	\$34,358.68	\$35,491.32	\$36,624.18	\$37,756.82								
May 1/06 2.1%	17.3968	17.9898	18.5829	19.1760	19.7691								
	\$33,923.78	\$35,080.21	\$36,236.64	\$37,393.29	\$38,549.72								
HEALTH RECORDS TECHNICIAN	GE44	Nov.1/03 2.9%	15.4370	15.9632	16.4894	17.0157	17.5420						
			\$30,102.06	\$31,128.21	\$32,154.36	\$33,180.71	\$34,206.86						
		Nov. 3/03	18.7863	19.2193	19.6369	20.1888							
		Operational Adjustment	\$36,633.00	\$37,478.00	\$38,292.00	\$39,368.00							
		Nov.1/04 2.9%	19.3311	19.7767	20.2064	20.7743							
			\$37,695.65	\$38,564.49	\$39,402.42	\$40,509.84							
Nov.1/05 2.9%	19.8917	20.3502	20.7924	21.3767									
	\$38,788.82	\$39,682.86	\$40,545.09	\$41,684.62									
RESPIRATORY THERAPIST IV	GE45	Nov.1/03 2.9%	26.9389	27.8981	28.8415	29.7689							
			\$52,530.88	\$54,401.38	\$56,240.99	\$58,049.29							
		May 01/04 2.1%	27.5046	28.4840	29.4472	30.3940							
			\$53,634.03	\$55,543.81	\$57,422.05	\$59,268.33							
		Nov.1/04 2.9%	28.3023	29.3100	30.3012	31.2754							
	\$55,189.41	\$57,154.58	\$59,087.29	\$60,987.11									
Nov.1/05 2.9%	29.1230	30.1600	31.1799	32.1824									
	\$56,789.91	\$58,812.07	\$60,800.82	\$62,755.73									

CLASSIFICATION	GRADE		PAY RANGE										
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
SOCIAL WORKER (Masters)	GE48	Nov.1/03 2.9%	23.6979	24.6408	26.6112	27.6395	28.7534	29.9537	31.1531				
			\$46,210.85	\$48,049.65	\$51,891.79	\$53,896.94	\$56,069.23	\$58,409.67	\$60,748.50				
		May 01/04 2.1%	24.1955	25.1583	27.1700	28.2199	29.3573	30.5827	31.8073				
			\$47,181.27	\$49,058.69	\$52,981.52	\$55,028.77	\$57,246.68	\$59,636.27	\$62,024.22				
		Nov.1/04 2.9%	24.8972	25.8879	27.9579	29.0383	30.2086	31.4696	32.7297				
			\$48,549.53	\$50,481.39	\$54,517.98	\$56,624.61	\$58,906.83	\$61,365.72	\$63,822.92				
	Nov.1/05 2.9%	25.6192	26.6386	28.7687	29.8804	31.0847	32.3822	33.6789					
		\$49,957.47	\$51,945.35	\$56,099.00	\$58,266.72	\$60,615.13	\$63,145.33	\$65,673.79					
CHILD LIFE SPECIALIST(CERT) COORDINATOR & FEEDING SPECIALIST	GE49	Nov.1/03 2.9%	21.8457	23.9333	24.7714	25.6536	26.5208						
			\$42,599.06	\$46,669.95	\$48,304.28	\$50,024.50	\$51,715.62						
		Nov.1/04 2.9%	22.4792	24.6274	25.4898	26.3975	27.2899						
			\$43,834.43	\$48,023.37	\$49,705.10	\$51,475.21	\$53,215.37						
	Nov.1/05 2.9%	23.1311	25.3416	26.2290	27.1631	28.0813							
		\$45,105.63	\$49,416.05	\$51,146.55	\$52,967.99	\$54,758.61							
CHILD LIFE WORKER	GE50	Nov.1/03 2.9%	18.7864	19.2193	19.6369	20.1888							
			\$36,633.38	\$37,477.54	\$38,292.00	\$39,368.11							
		Nov.1/04 2.9%	19.3312	19.7766	20.2064	20.7742							
			\$37,695.75	\$38,564.39	\$39,402.46	\$40,509.78							
	Nov.1/05 2.9%	19.8918	20.3501	20.7924	21.3767								
		\$38,788.93	\$39,682.75	\$40,545.14	\$41,684.57								
L.I.S. COORDINATOR	GE54	Nov.1/03 2.9%	26.1454	26.9031	27.6614	28.4190							
			\$50,983.63	\$52,461.05	\$53,939.68	\$55,417.10							
		Nov.1/04 2.9%	26.9037	27.6833	28.4636	29.2432							
			\$52,462.15	\$53,982.42	\$55,503.93	\$57,024.19							
	Nov.1/05 2.9%	27.6839	28.4861	29.2890	30.0912								
		\$53,983.55	\$55,547.91	\$57,113.54	\$58,677.90								

CLASSIFICATION	GRADE		PAY RANGE												
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11		
GRAPHIC DESIGNER	GE55	Nov.1/03 2.9%	20.0995	20.9556	21.8131	22.7550	23.6979	24.6409							
			\$39,193.94	\$40,863.39	\$42,535.45	\$44,372.24	\$46,210.85	\$48,049.85							
		Nov.1/04 2.9%	20.6823	21.5633	22.4456	23.4149	24.3851	25.3555							
			\$40,330.57	\$42,048.43	\$43,768.98	\$45,659.04	\$47,550.96	\$49,443.30							
	Nov.1/05 2.9%	21.2821	22.1886	23.0966	24.0939	25.0923	26.0908								
		\$41,500.15	\$43,267.83	\$45,038.28	\$46,983.15	\$48,929.94	\$50,877.15								
LIBRARY ASSISTANT	GE56	Nov.1/03 2.9%	15.4370	15.9632	16.4894	17.0157	17.5420								
			\$30,102.06	\$31,128.21	\$32,154.36	\$33,180.71	\$34,206.86								
		Nov.1/04 2.9%	15.8846	16.4261	16.9676	17.5092	18.0507								
			\$30,975.02	\$32,030.93	\$33,086.84	\$34,142.95	\$35,198.86								
	Nov.1/05 2.9%	16.3453	16.9025	17.4597	18.0170	18.5742									
		\$31,873.30	\$32,959.83	\$34,046.36	\$35,133.10	\$36,219.63									
A/V LIBRARY TECH	GE57	Nov.1/03 2.9%	15.4370	15.9632	16.4894	17.0157	17.5420								
			\$30,102.06	\$31,128.21	\$32,154.36	\$33,180.71	\$34,206.86								
		May 01/04 2.1%	15.7611	16.2984	16.8357	17.3731	17.9104								
			\$30,734.21	\$31,781.90	\$32,829.60	\$33,877.51	\$34,925.21								
		Nov.1/04 2.9%	16.2182	16.7711	17.3239	17.8769	18.4298								
	\$31,625.50	\$32,703.58	\$33,781.66	\$34,859.95	\$35,938.04										
	Nov.1/05 2.9%	16.6885	17.2574	17.8263	18.3953	18.9642									
		\$32,542.64	\$33,651.98	\$34,761.33	\$35,870.89	\$36,980.24									
ORTHOPTIST / OPHTHALMIC MEDICAL TECHNOLOGIST	GE58	Nov.1/03 2.9%	22.4901	24.3481	25.2769	26.2893	27.3216	28.3999							
			\$43,855.76	\$47,478.79	\$49,289.90	\$51,264.14	\$53,277.11	\$55,379.78							
		May 1/04 2.1%	22.9624	24.8594	25.8077	26.8414	27.8953	28.9963							
			\$44,776.73	\$48,475.84	\$50,324.99	\$52,340.69	\$54,395.93	\$56,542.75							
		Nov. 1/04 2.9%	23.6283	25.5803	26.5561	27.6198	28.7043	29.8372							
			\$46,075.25	\$49,881.64	\$51,784.41	\$53,858.57	\$55,973.41	\$58,182.49							
	May 1/05 2.1%	24.1245	26.1175	27.1138	28.1998	29.3071	30.4638								
	\$47,042.84	\$50,929.15	\$52,871.88	\$54,989.60	\$57,148.86	\$59,404.32									
	Nov. 1/05 2.9%	24.8241	26.8749	27.9001	29.0176	30.1570	31.3472								
		\$48,407.08	\$52,406.10	\$54,405.17	\$56,584.30	\$58,806.17	\$61,127.05								

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			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
RESPIRATORY THERAPIST	GE71	Nov.1/03 2.9%	19.6369	20.1888	21.4722	22.1733	24.2923	25.1430	26.0383	26.9186			
			\$38,292.00	\$39,368.11	\$41,870.88	\$43,237.94	\$47,370.03	\$49,028.85	\$50,774.74	\$52,491.35			
		May 01/04 2.1%	20.0493	20.6127	21.9232	22.6389	24.8025	25.6710	26.5851	27.4839			
			\$39,096.13	\$40,194.84	\$42,750.17	\$44,145.94	\$48,364.80	\$50,058.45	\$51,841.01	\$53,593.67			
		Nov.1/04 2.9%	20.6307	21.2105	22.5589	23.2955	25.5217	26.4155	27.3561	28.2810			
			\$40,229.92	\$41,360.49	\$43,989.92	\$45,426.17	\$49,767.38	\$51,510.15	\$53,344.40	\$55,147.88			
	Nov.1/05 2.9%	21.2290	21.8256	23.2131	23.9710	26.2619	27.1815	28.1494	29.1011				
		\$41,396.58	\$42,559.94	\$45,265.63	\$46,743.53	\$51,210.63	\$53,003.94	\$54,891.39	\$56,747.17				
ANAESTHESIA ASSISTANT	GE72	Nov.1/03 2.9%	19.6369	20.1888	21.4722	22.1733	24.2923	25.1430	26.0383	26.9186			
			\$38,292.00	\$39,368.11	\$41,870.88	\$43,237.94	\$47,370.03	\$49,028.85	\$50,774.74	\$52,491.35			
		Nov. 3/03	23.7752	24.8204	25.8644	26.9095	27.9527						
		Operational Adjustment	\$46,362.00	\$48,400.00	\$50,536.00	\$52,473.00	\$54,508.00						
		May 01/04 2.1%	24.2745	25.3416	26.4076	27.4746	28.5397						
			\$47,335.23	\$49,416.18	\$51,494.73	\$53,575.47	\$55,652.43						
		Nov.1/04 2.9%	24.9784	26.0765	27.1734	28.2714	29.3674						
			\$48,707.96	\$50,849.24	\$52,988.07	\$55,129.16	\$57,266.35						
	Nov.1/05 2.9%	25.7028	26.8328	27.9614	29.0912	30.2190							
		\$50,120.49	\$52,323.87	\$54,524.73	\$56,727.90	\$58,927.07							
SYSTEMS ADMINISTRATOR/PACS	GE75	Nov.1/03 2.9%	20.8638	21.5697	22.2604	22.9500	23.6571	24.3480					
			\$40,684.41	\$42,060.90	\$43,407.70	\$44,752.49	\$46,131.39	\$47,478.58					
		Nov. 3/03	21.8457	23.9333	24.7714	25.6536	26.5208						
		Operational Adjustment	\$42,599.00	\$46,670.00	\$48,304.00	\$50,024.00	\$51,716.00						
		Nov.1/04 2.9%	22.4792	24.6274	25.4898	26.3976	27.2899						
			\$43,834.49	\$48,023.36	\$49,705.05	\$51,475.23	\$53,215.31						
	Nov.1/05 2.9%	23.1311	25.3416	26.2290	27.1631	28.0813							
		\$45,105.69	\$49,416.04	\$51,146.50	\$52,968.01	\$54,758.56							
MRI TECH	GE76	Nov.1/03 2.9%	20.8638	21.5697	22.2604	22.9500	23.6571	24.3480					
			\$40,684.41	\$42,060.90	\$43,407.70	\$44,752.49	\$46,131.39	\$47,478.58					
		May 01/04 2.1%	21.3019	22.0227	22.7278	23.4319	24.1539	24.8593					
			\$41,538.78	\$42,944.18	\$44,319.26	\$45,692.29	\$47,100.15	\$48,475.64					
		Nov.1/04 2.9%	21.9197	22.6613	23.3869	24.1115	24.8544	25.5802					
			\$42,743.40	\$44,189.56	\$45,604.52	\$47,017.36	\$48,466.05	\$49,881.43					
		May 1/05 2.1%	22.3800	23.1372	23.8781	24.6178	25.3763	26.1174					
			\$43,641.02	\$45,117.54	\$46,562.21	\$48,004.73	\$49,483.84	\$50,928.94					
	Nov.1/05 2.9%	23.0290	23.8082	24.5705	25.3317	26.1122	26.8748						
		\$44,906.60	\$46,425.95	\$47,912.52	\$49,396.87	\$50,918.87	\$52,405.88						
	May 1/06 2.1%	23.5126	24.3082	25.0865	25.8637	26.6606	27.4392						
		\$45,849.64	\$47,400.89	\$48,918.68	\$50,434.20	\$51,988.17	\$53,506.40						

CLASSIFICATION	GRADE		PAY RANGE																				
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11										
RESIDENTIAL COUNSELOR	GE80	Nov.1/03 2.9%	14.3814																				
			\$28,043.74																				
		Nov.1/04 2.9%	14.7985																				
			\$28,857.01																				
	Nov.1/05 2.9%	15.2276																					
		\$29,693.87																					
YOUTH CARE WORKER - ICBTT	GE82	Nov.1/03 2.9%	20.0995	20.9556	21.8131	22.7550	23.6979	24.6409															
			\$39,193.94	\$40,863.39	\$42,535.45	\$44,372.24	\$46,210.85	\$48,049.85															
		Nov.1/04 2.9%	20.6823	21.5633	22.4456	23.4149	24.3851	25.3555															
			\$40,330.57	\$42,048.43	\$43,768.98	\$45,659.04	\$47,550.96	\$49,443.30															
	Nov.1/05 2.9%	21.2821	22.1886	23.0966	24.0939	25.0923	26.0908																
		\$41,500.15	\$43,267.83	\$45,038.28	\$46,983.15	\$48,929.94	\$50,877.15																
FUNDING COORDINATOR - REMEDIAL SEATING OPHTHALMIC MEDICAL TECHNICIAN	GE85	Nov.1/03 2.9%	19.8905	20.4491	21.1549	21.8456	22.5352																
			\$38,786.41	\$39,875.77	\$41,252.06	\$42,598.86	\$43,943.65																
		Nov.1/04 2.9%	20.4673	21.0421	21.7684	22.4791	23.1887																
			\$39,911.22	\$41,032.16	\$42,448.37	\$43,834.22	\$45,218.01																
	Nov.1/05 2.9%	21.0608	21.6524	22.3997	23.1310	23.8612																	
		\$41,068.64	\$42,222.10	\$43,679.37	\$45,105.42	\$46,529.33																	
BIOMEDICAL ENGINEERING TECHNOLOGIST	GE87	Nov.1/03 2.9%	19.5287	20.8307	22.1326	23.4345	26.0383																
			\$38,080.91	\$40,619.80	\$43,158.48	\$45,697.37	\$50,774.74																
		Nov.1/04 2.9%	20.0950	21.4348	22.7744	24.1142	26.7934																
			\$39,185.25	\$41,797.77	\$44,410.08	\$47,022.59	\$52,247.21																
	Nov.1/05 2.9%	20.6778	22.0564	23.4349	24.8135	27.5705																	
		\$40,321.63	\$43,009.90	\$45,697.97	\$48,386.25	\$53,762.38																	

CLASSIFICATION	GRADE		PAY RANGE													
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11			
FORENSIC CLINICAL CASE COORDINATOR	GE89	Nov.1/03 2.9%	22.4901	24.3481	25.2769	26.2893	27.3216	28.3999								
			\$43,855.76	\$47,478.79	\$49,289.90	\$51,264.14	\$53,277.11	\$55,379.78								
	May 01/04 2.1%		22.9624	24.8594	25.8077	26.8414	27.8953	28.9963								
			\$44,776.73	\$48,475.84	\$50,324.99	\$52,340.69	\$54,395.93	\$56,542.75								
	Nov.1/04 2.9%		23.6283	25.5803	26.5561	27.6198	28.7043	29.8372								
			\$46,075.25	\$49,881.64	\$51,784.41	\$53,858.57	\$55,973.41	\$58,182.49								
	Nov.1/05 2.9%		24.3136	26.3222	27.3262	28.4208	29.5367	30.7025								
			\$47,411.44	\$51,328.21	\$53,286.16	\$55,420.47	\$57,596.64	\$59,869.78								
	ANAESTHESIA TECHNICIAN	GE93	Nov.1/04 2.9%	16.5388	17.0209	17.5039	17.9856	18.4684								
				\$32,250.68	\$33,190.74	\$34,132.62	\$35,071.89	\$36,013.36								
May 01/04 2.1%			16.8861	17.3783	17.8715	18.3633	18.8562									
			\$32,927.94	\$33,887.75	\$34,849.40	\$35,808.40	\$36,769.64									
Nov.1/04 2.9%			17.3758	17.8823	18.3898	18.8958	19.4031									
			\$33,882.85	\$34,870.50	\$35,860.04	\$36,846.84	\$37,835.96									
May 1/05 2.1%			17.7407	18.2578	18.7759	19.2926	19.8105									
			\$34,594.39	\$35,602.78	\$36,613.10	\$37,620.62	\$38,630.51									
Nov.1/05 2.9%			18.2552	18.7873	19.3205	19.8521	20.3850									
			\$35,597.63	\$36,635.26	\$37,674.88	\$38,711.62	\$39,750.80									
HEALTH RECORDS TECHNICIAN IN TRAINING	GE95	Nov.1/03 2.9%	14.7888	15.1246	15.4598	15.7942	16.1289									
			\$28,838.14	\$29,492.87	\$30,146.61	\$30,798.74	\$31,451.27									
	Nov. 3/03	15.4369	15.9632	16.4894	17.0157	17.5420										
	Operational Adjustment	\$30,101.96	\$31,128.24	\$32,154.33	\$33,180.62	\$34,206.90										
	Nov.1/04 2.9%	15.8846	16.4261	16.9676	17.5092	18.0507										
		\$30,974.91	\$32,030.96	\$33,086.81	\$34,142.85	\$35,198.90										
	Nov.1/05 2.9%	16.3452	16.9025	17.4597	18.0169	18.5742										
	\$31,873.18	\$32,959.86	\$34,046.32	\$35,133.00	\$36,219.67											

CLASSIFICATION	GRADE		PAY RANGE										
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
TEACHER TC6 (Med)	GE96	Nov.1/03 2.9%	20.4882	21.7019	22.9155	24.1292	25.3429	26.5566	27.7703	28.9840	30.1978	31.4115	32.6251
			\$39,952.02	\$42,318.74	\$44,685.27	\$47,051.99	\$49,418.72	\$51,785.44	\$54,152.17	\$56,518.90	\$58,885.62	\$61,252.35	\$63,618.87
		Nov.1/04 2.9%	21.0824	22.3313	23.5801	24.8290	26.0779	27.3268	28.5757	29.8246	31.0735	32.3224	33.5712
			\$41,110.62	\$43,545.98	\$45,981.14	\$48,416.50	\$50,851.86	\$53,287.22	\$55,722.58	\$58,157.94	\$60,593.30	\$63,028.66	\$65,463.82
		Nov.1/05 2.9%	21.6938	22.9789	24.2639	25.5490	26.8341	28.1193	29.4044	30.6895	31.9746	33.2597	34.5448
			\$42,302.83	\$44,808.82	\$47,314.59	\$49,820.58	\$52,326.56	\$54,832.55	\$57,338.54	\$59,844.52	\$62,350.51	\$64,856.50	\$67,362.27
ELECTRONEUROPHYSIOLOGY TECH A	GE97	Nov.1/03 2.9%	19.0835	19.6198	20.1709	20.8671							
			\$37,212.83	\$38,258.61	\$39,333.26	\$40,690.85							
		Nov.1/04 2.9%	19.0835	19.6198	20.1709	20.8671							
			\$37,212.83	\$38,258.61	\$39,333.26	\$40,690.85							
		May 1/05 2.1%	19.4843	20.0318	20.5945	21.3053							
			\$37,994.29	\$39,062.04	\$40,159.25	\$41,545.35							
ELECTRONEUROPHYSIOLOGY TECH B	GE98	Nov.1/03 2.9%	18.2569	18.6776	19.6198	20.1709	21.5484	22.2287					
			\$35,600.96	\$36,421.32	\$38,258.61	\$39,333.26	\$42,019.38	\$43,345.97					
		Nov.1/04 2.9%	18.2569	18.6776	19.6198	20.1709	21.5484	22.2287					
			\$35,600.96	\$36,421.32	\$38,258.61	\$39,333.26	\$42,019.38	\$43,345.97					
		May 1/05 2.1%	18.6403	19.0698	20.0318	20.5945	22.0009	22.6955					
			\$36,348.58	\$37,186.17	\$39,062.04	\$40,159.25	\$42,901.79	\$44,256.23					
RESPIRATORY THERAPY AIDE	GE99	Nov.1/03 2.9%	15.4518	15.8862	16.2906	16.7248							
			\$30,131.03	\$30,978.06	\$31,766.71	\$32,613.30							
		Nov.1/04 2.9%	15.8999	16.3469	16.7630	17.2098							
			\$31,004.83	\$31,876.42	\$32,687.95	\$33,559.09							
		Nov.1/05 2.9%	16.3610	16.8209	17.2492	17.7089							
			\$31,903.97	\$32,800.84	\$33,635.90	\$34,532.30							

**APPENDIX 1**  
**EXPEDITED ARBITRATION - RULES OF PROCEDURE**

1. A single arbitrator shall be appointed to decide the grievance.
2. The following persons shall serve as a panel of single arbitrators:

Gregory North  
Susan Ashley  
Eric Slone

The above arbitrators shall be contacted in advance and advised of the parties' expectations pursuant to these Rules of Procedure. Should any arbitrator not be willing to adhere to the requirements of this process their name will be removed from the above list and the parties will agree on a substitute in the roster.

3. The arbitrators shall be appointed on a rotating basis, in the sequence in which their names appear on the above list.
4. The arbitrator, in consultation with the parties, shall convene a hearing of the grievance not later than forty (40) days from being appointed. If the arbitrator is not agreeable or available to commence the hearing within this time period, the arbitrator whose turn is next in the rotation shall be selected, and so on, until one of the arbitrators in the rotation is available.
5. At least ten (10) days prior to the date of the hearing the parties and/or their representatives shall meet for the following purposes:
  - to exchange copies of any documents that either party intends to rely on in the hearing;
  - to establish and attempt to agree on the facts relevant to the grievance;
  - to exchange copies of any precedents and authorities; and
  - to engage in discussions regarding the possible settlement of the grievance.
6. Should a dispute arise between the parties regarding compliance with the obligations outlined in paragraph 5 the issue in dispute may be referred for immediate and binding resolution to the arbitrator. This may be done by conference call between the arbitrator and the parties.
7. At least five (5) days before the scheduled hearing date the parties shall forward to the arbitrator the collective agreement, a copy of the grievance, any agreed statement of facts and any other documents or materials agreed upon by the parties.

8. The arbitration hearing shall be an informal and accelerated process. To this end, the following procedures shall be in effect:
  - The hearing shall be completed within a single day, within the hours of 8:00am and 6:00pm. At the commencement of the hearing the parties and the arbitrator shall attempt to agree upon the allocation of time and if agreement cannot be reached the arbitrator shall decide upon such allocation.
  - The parties shall make every reasonable effort to minimize the use of witnesses and to limit representations to issues directly related to the substance of the individual grievance. Whenever practicable, the parties shall stipulate facts not in dispute rather than establishing such facts through the evidence of witnesses.
  - Every reasonable effort shall be made to ensure that the grievance is addressed on its own merits, within the context of the particular circumstances of the individual case.
  - The arbitrator shall have the permission of the parties to take an activist role and to direct that issues be addressed, or not addressed, in the hearing in accordance with his or her determination as to its relevance to the outcome.
9. The decision of the arbitrator on the merits of the grievance may be rendered verbally at the immediate conclusion of the hearing, or, in any event, within two (2) days following the conclusion of the hearing. The arbitrator may remain seized of the grievance to determine any issues arising from the implementation of his or her decision.
10. The arbitrator may provide brief written reasons for the decision, however, these must be issued within ten (10) days of rendering the decision.
11. The decision of the arbitrator shall be binding on the parties, however, the parties agree that decisions issued through this process apply only to the individual grievance decided, have no value as precedent and that they shall not be referred to in any other proceedings under this collective agreement or otherwise.

## **MEMORANDUM OF AGREEMENT #1 TRANSITION SUPPORT PROGRAM\***

### **Item 1: Transition Support Program (TSP)\***

The Transition Support Program (TSP) will be effective from the date of signing this Collective Agreement until October 31, 2006. This Memorandum is covered by the provisions of the *Trade Union Act*. It shall only be continued as part of any subsequent agreement if the parties specifically agree to renew it.

In order to avoid layoffs, employees selected in accordance with TSP shall receive a severance payment in return for their voluntary resignation. TSP requires that a reduction in the staff complement occurs as a result of each TSP severance payment offered.

#### **1.1 Voluntary Resignation and Seniority**

Where the Employer intends to reduce the number of employees within a classification or classification group, and where the Employer has been unable to place employees whose positions have become redundant, the Employer will offer to employees in the affected classification or classification group the opportunity to resign with a TSP payment in order to avoid the need for layoff(s).

Where an offer to a classification of employees (or classification grouping) for resignation results in more volunteers than is required to meet the need, the decision as to who receives severance will be determined on the basis of seniority.

Where the Employer can demonstrate to the Joint Labour Relations Committee that the Employer cannot accommodate the resignation of that number of employees volunteering to resign or that other operational considerations are necessary, the Employer reserves the right to restrict the TSP offer. For example, where too many volunteers within a classification are from within a single work area, it may not be possible to permit all to resign at once. A phase-out procedure may be utilized to maximize the number of volunteers who actually resign.

#### **1.2 Joint Labour Relations Committee**

The Joint Committee established in accordance with the Agreement will be responsible:

- (i) to determine the classification within a bargaining unit that will be considered as a single classification for the purpose of the Program;
- (ii) to assess the operational requirements surrounding the Employer's requirement to limit the number of the employees to receive voluntary resignation offers;

- (iii) to review and clarify the impact of resignations on service delivery;
- (iv) to participate in the process of notifying displaced and laid off employees of their options under this Program; and

to address issues that may arise in respect of the interpretation and application of this Program.

### **1.3 TSP**

The TSP shall be presented to employees on a "window-period" basis, as determined by the Employer.

### **1.4 Displacement Process**

Step 1: At the point where the Employer decides the number of employees within a classification or classification group to be reduced, notification will be given to the Joint Labour Relations Committee. Following Joint Committee consultation, this information shall be made known to employees within that classification or classification group accompanied by a request for indications in writing of interest in voluntary resignation.

Step 2: Employees shall have seventy-two (72) hours following receipt of the notice to submit their Expression of Interest form.

Step 3: The Employer will assess the level of interest and determine provisional acceptance subject to operational requirements, in accordance with item 1.1 of this Program. This determination will be made in consultation with the Joint Labour Relations Committee and as soon as is reasonably possible following the seventy-two (72) hour response time.

Step 4: Employees shall, within seven (7) days, indicate their decision with respect to voluntary resignation. The actual date of resignation will occur with the agreement of the Employer. Upon resignation, the employee will be entitled to the TSP payment in accordance with this Program.

Step 5: (a) Article 22 of the Collective Agreement applies to employees whose positions are eliminated due to the reduction of the number of employees in a classification or classification group. These employees shall be considered to be redundant pursuant to Article 22.08 of the Collective Agreement and shall have the rights of a redundant employee.

(b) Any employee displaced in accordance with the provisions of the Agreement shall be given seventy-two (72) hours to express their interest in TSP in accordance with Step 2 above. Those expressing an interest will have their

application processed in accordance with Step 4. Where an employee declines the TSP opportunity, the Layoff and Recall provisions of the Agreement shall apply.

- Step 6: (a) Where the Employer reaches its reduction target through this voluntary method, the process would end.
- (b) Where the number of voluntary resignations with TSP payment is less than the number of employees in the classification or classification group to be reduced, the Employer shall identify those employees who are subject to layoff. Before any employee receives a notice of layoff, the Employer will notify the employee who will have seventy-two (72) hours to express an interest in TSP in accordance with Step 2 above. Those expressing an interest will have their application processed in accordance with Step 4 above. Employees who decline the TSP opportunity shall be issued layoff notice in accordance with the provisions of the Agreement.

### **1.5 Formula for Part-time Hours**

In determining the extent of the existing part-time relationship of an employee at the time of resignation, layoff or other application of this program where the hours worked are not regular due to working additional shifts, the average of the employee's hours worked during the six (6) month period preceding the severance (or average over the preceding period of part-time employment where that period is less than six (6) months).

### **1.6 Salary Protection**

Employees, who accept placement in a position at a lower rate of pay, shall have their previous rate of pay maintained for such period as set out under this Item.

Where the employee's previous rate of pay exceeds the rate of twenty-five thousand (\$25,000) per year, that rate of pay shall be maintained for a period of six (6) months from the date of placement in the lower-paying position. Thereafter, the employee's protected rate of pay shall be reduced by ten (10) percent or to the maximum rate of the new classification, or the rate of twenty-five thousand (\$25,000) per year, whichever is the greater rate. The rate of pay will remain at this reduced level (subject to any regular Collective Agreement regulated changes) for a further period of twelve (12) months, after which the rate of pay will be reduced to the maximum of the lower-paying position.

### **1.7 Reduced Hours and TSP Payment**

Employees who accept an alternate position under this Program and as a result have a reduction of hours shall not qualify for a TSP payment.

## **1.8 Release Form**

Employees accepting voluntary resignation will be required to sign a release statement verifying their resignation and agreement to sever any future claim for compensation from the Employer or obligation by the Union for further services except as provided in this Program in exchange for the TSP payment.

## **1.9 Casual Shifts**

It shall only be for extraordinary operational needs that the Employer will utilize on a casual basis, an employee who has resigned with a TSP payment under this Program during the period covered by the applicable notice payment period.

## **1.10 TSP Severance Payment\***

The amount of TSP payment shall be equivalent to three (3) weeks' regular (i.e. excluding overtime) pay for each year of service to a maximum payment of fifty-two (52) weeks' pay and for a minimum payment of eight (8) weeks' pay. Where there is a partial year of service, the TSP payment will be pro-rated on the basis of the number of months of service.

## **1.11 Continuation of Benefits**

Employees in receipt of a TSP payment will be entitled to continue participation in the applicable group insurance and benefit plans (where eligibility requirements are met) for the length of the TSP payment period. During such period the contributions will be cost shared in accordance with Article 27.02 of the collective agreement. It is understood that the Employer's obligations in this respect do not apply to plans for which the employee is currently responsible for the full cost of contributions.

## **1.12 Re-employment Considerations**

It is intended that TSP participants not be re-employed by an acute care employer during their TSP payment period. For purposes of this program, acute care employer includes the following employers: the IWK Health Centre and all District Health Authorities. An employee in receipt of a TSP payment who is re-employed within an acute care employer will be required to repay an amount equal to the remaining portion of the TSP payment period. The repayment may be achieved through a payroll deduction plan that provides for full recovery over a period that is no more than twice the length of the remaining TSP payment period or through a lump sum payment. The employee has the right to determine the method of repayment.

### **1.13 Number of Employees**

Notwithstanding anything in this Agreement, the Employer is only required to provide a TSP payment to the same number of employees as the Employer has reduced its complement.

### **1.14 Severance Payment Method**

It is understood that the method of payment of the severance (for example, lump sum or incremental payment schemes) shall be determined by the employee, provided that the total amount of payment is fully paid within the applicable notice payment period (not greater than fifty-two (52) weeks). That is, lump sum payments or other incremental payment schemes are possible.

### **1.15 Transition Services/EAP**

Employees covered under this program will be allowed to participate in any Regional Transition or Employee Assistance Programs available to health sector employees in the province.

### **1.16 Transition Allowance**

Employees who resign with TSP payment will be eligible for a transition allowance up to a maximum of \$2,500.00. This sum may be utilized for one or a combination of the following:

- to assist in offsetting the costs in moving to accept a position with another employer, which is located a distance of 50 kilometres or more from the site of their usual workplace; and
- to cover the cost of participation in employer-approved retraining programs. The Employer will not unreasonably withhold such approval.

In all cases employees will require receipts for recovery of expenses. Only expenses incurred during the TSP severance payment period following the date of resignation are eligible for reimbursement under this Program.

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

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Dated at Halifax, N.S. the \_\_\_\_ day of \_\_\_\_\_ 2005.

**MEMORANDUM OF AGREEMENT #2**  
**MARKET ADJUSTMENT**

1. Where the Employer determines that, due to shortages within the labour market, a recruitment and/or retention problem exists with respect to a particular classification or group of classifications within the bargaining unit, the following procedure will be utilized:
  - (a) the Employer will consult with the Union regarding the situation and provide the Union with information supporting its conclusion that such a market problem does exist, along with its position in relation to the amount and the time period for any proposed supplement to the wage level; and
  - (b) the Union will be provided with an opportunity to make representations and provide any additional information concerning the situation.
2. Upon completion of this consultation process the Employer may implement a special market-based adjustment in respect of the classification(s) in question. Such adjustments will be paid on a bi-weekly basis for a defined period of time.
3. Any market-based adjustment will be pro-rated according to designation for permanent part-time positions and for designation and duration for full and part-time long or short assignments and/or job shares.
4. The amount of the market-based adjustment will be reviewed annually and may be increased if the employer, in its discretion, deems this necessary. The decision of the employer in this regard is not subject to review by an arbitrator or any other person.
5. The market-based adjustment will not be considered a part of the employee's regular (negotiated) pay rate for the employee's classification.
6. The market-based adjustment will, however, be treated as regular earnings for purposes of pension, union dues, statutory deductions (e.g. employment insurance, Canada pension plan, income tax) and other earnings, related group benefits plans such as long term disability and life and accidental death and dismemberment insurance and for pregnancy and adoption leave allowances.
7. The market-based adjustment will not be added to the hourly rate when calculating overtime rate; rather, overtime rates will be based on the base salary without the market-based adjustment.
8. The market-based adjustment shall be considered as part of any monies to be reimbursed to the Employer by the NSGEU in relation to any time off for union business.
9. The market-based adjustment shall be used in calculation of any retirement allowance to which an employee becomes entitled while the adjustment is in effect.

10. For casual employees the market-based adjustment will be paid at the rate of two shifts per week. A quarterly review of time actually worked (excluding overtime) will be undertaken and any shifts worked beyond those previously remunerated would then have market-based adjustment applied to them.
11. For part-time employees, the market-based adjustment will be paid based on their designation and their regularly scheduled shifts. Any extra shifts beyond the part-time FTE designation, excluding overtime hours, will be reviewed quarterly and paid on the same basis as the casual worker.
12. The 11% in lieu of benefits that is paid to casuals shall be calculated on the base pay plus market-based adjustment.
13. The existence of the market-based adjustment does not prevent the union from negotiating increases in compensation and benefits in accordance with the collective agreement. Nor does the existence of the market-based adjustment prevent the union from pursuing classification issues during the life of the market-based adjustment.

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

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Dated at Halifax, N.S. the \_\_\_\_ day of \_\_\_\_\_ 2005.

**MEMORANDUM OF AGREEMENT #3  
UNIT CLOSURES**

Where the Employer decides to temporarily close a particular work area and this results in work being unavailable to an employee for a period of up to two weeks, an employee so affected shall have the following options:

1. take vacation during the period in question; or
2. use lieu time which has been banked in accordance with Articles 14.09 (Overtime), 17.05 or 17.06 (Holidays); or
3. to be reassigned to other work within the employee's classification, provided that the employer has determined that such work is available and no additional training will be required; or
4. take a leave of absence without pay for the full period or any part thereof; or
5. where the Employer determines that it is operationally feasible it may enter into arrangements with individual employees which allows such employees, in advance of a closure, to work beyond the normal working hours (without overtime) and to be credited with additional time, on an hour for hour basis, which must be drawn upon and completely used prior to the end of the fiscal year.

It is understood that the provisions of Article 22 shall apply where closures are in excess of two weeks.

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

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Dated at Halifax, N.S. the \_\_\_\_ day of \_\_\_\_\_ 2005.

**MEMORANDUM OF AGREEMENT #4  
TEAM LEADER STIPENDS**

Where an employee has been designated as Team Leader an annual stipend will be paid to the employee and the following provisions shall apply:

1. The annual amount of the stipend shall be \$2,525.
2. This amount will be paid on a bi-weekly basis but will not be subject to general salary increases.
3. The Team Leader Stipend will be treated as regular earning for purposes of pension, union dues, statutory deductions (e.g. employment insurance, Canada pension plan, income tax) and other earnings, related group benefits plans such as long term disability and life and accidental death and dismemberment insurance and for pregnancy and adoption leave allowances.
4. The Team Leader Stipend will not be added to the hourly rate when calculating overtime.
5. For part-time employees, the stipend will be pro-rated based on their designation.

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

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Dated at Halifax, N.S. the \_\_\_\_ day of \_\_\_\_\_ 2005.

**MEMORANDUM OF AGREEMENT #5  
RETROACTIVITY**

Notwithstanding Article 42.02, for the purpose of this agreement, the terms of settlement between the parties through collective bargaining are effective on the date of ratification unless specified otherwise.

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

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Dated at Halifax, N.S. the \_\_\_\_ day of \_\_\_\_\_ 2005.

**MEMORANDUM OF AGREEMENT #6\***  
**PARITY MAINTENANCE**

**The following Memorandum will be continued in this Collective Agreement for the purpose of completing the parity maintenance process which began under the 2000 to 2003 collective agreement. This Memorandum will expire immediately upon the completion of parity maintenance.**

Following completion of the classification review process currently underway at the Capital District Health Authority (“CDHA”), the NSGEU and the IWK will initiate a process to maintain wage parity between classifications at the IWK and their matching counterparts at the CDHA. The purpose of the parity matching process will be to match positions at the IWK with their counterparts at the CDHA which are of a substantially similar nature. This process will apply to both the Healthcare and Clerical bargaining units.

In the event that a difference arises between the parties concerning the appropriate match between two classifications, the IWK position in question will be submitted for evaluation to the IWK/NSGEU Job Evaluation Working Group, as provided below.

Upon completion of the parity matching process a new pay plan shall be implemented for each of the two bargaining units. The new wage levels for employees shall be brought into effect in the following stages:

- Phase 1: August 13, 2001 – 50% of the amount of any disparity in existence as of that date; and,
- Phase 2: April 1, 2002 – an adjustment equal to the amount of any disparity in existence as of that date.

Upon implementation of the new pay plan, employees who would otherwise incur a salary reduction, shall be granted “PIO” (present incumbency only) status and may advance, through the granting of increments in accordance with the collective agreement, to the maximum salary for the position and classification applicable immediately prior to the implementation of the new classification system.

The IWK and the NSGEU will retain the services of the CDHA Job Evaluation Steering Committee to assist them in constituting a joint IWK/NSGEU Job Evaluation Working Group. The IWK/NSGEU Job Evaluation Working Group will be comprised of one representative from each of the parties.

Prior to the completion of the classification review process at the CDHA the parties will identify those IWK classifications in the Healthcare and Clerical bargaining units which have no matching counterpart at the CDHA. The role of the IWK/NSGEU Job Evaluation Working Group shall be limited to performing an evaluation of those positions which have no matching counterpart at the CDHA and to evaluating positions where the parties have been unable to agree upon an appropriate match.

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

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Dated at Halifax, N.S. the \_\_\_\_ day of \_\_\_\_\_ 2005.

**MEMORANDUM OF AGREEMENT #7  
REVIEW FOR CLASSIFICATIONS  
WITH NO MATCHING COUNTERPART AT CDHA\***

Whereas the parties agreed that the following classifications have no matching counterpart at CDHA:

Animal Quarters Technician  
Child Care Worker  
Child Life Specialist  
Child Life Worker  
Child Mental Health Worker  
Coordinator & Feeding Specialist  
LIS Coordinator  
Med Lab Tech 3  
Residential Counsellor  
Respiratory Therapy Aide  
Teacher TC5  
Youth Care Worker

Notwithstanding the above, if upon conclusion of the parity maintenance process in accordance with Memorandum of Agreement #6 of the previous collective agreement, there are classifications identified not listed above such classifications shall be subject to the same procedures outlined in this Memorandum of Agreement.

1. The parties agree as a one-time initiative, that one representative of the Employer and one representative of the Union shall examine rates of pay of equivalent unionized classifications at other Atlantic Canada health acute care public sector employers for the above classifications.
2. In the event that an IWK classification has an equivalent classification, as set out in number 1 above, and the hourly rate of pay exceeds the IWK hourly rate of pay on October 31, 2003, the classification at the IWK shall receive a 2.1% increase effective May 1, 2004.

In the event that an IWK classification has an equivalent classification, as set out in number 1 above, and the hourly rate of pay exceeds the IWK hourly rate of pay on April 30, 2005, the classification at the IWK shall receive a 2.1% increase effective May 1, 2005.

In the event that an IWK classification has an equivalent classification, as set out in number 1 above, and the hourly rate of pay exceeds the IWK hourly rate of pay on April 30, 2006, the classification at the IWK shall receive a 2.1% increase effective May 1, 2006.

3. An employee in the above list with Present Incumbent Only (PIO) status who is not at the highest hourly rate of pay in Atlantic Canada shall receive the 2.1% increases on each of the dates identified in number 2 above. For example, if a classification was paid \$12 per hour, the PIO'd employee was paid \$15 per hour and the highest in Atlantic Canada was \$17 per hour, the 2.1% increase shall be awarded. On the contrary, in this same scenario, if the highest in Atlantic Canada was \$14 per hour, the employee's PIO rate would not receive the 2.1% increase.
4. Where an IWK classification has no equivalent classification on the criteria set out above, there shall be no 2.1% increase in the rate of pay.

Dispute Resolution Process for MOA on Review of Classifications with no Matching Counterparts at the CDHA

Within four (4) weeks following the date of signing, the NSGEU will provide the Employer with a comprehensive response to the Employer's position on the classifications listed in this MOA. The Employer will have a further four (4) weeks to notify the Union if any matters are still in dispute. Either party can, within ten (10) days of the response of the Employer, refer any remaining equivalency classification matters for resolution through the following process.

1. A single Adjudicator to be mutually agreed, shall be contacted in advance and advised of the parties' expectations pursuant to these Rules of Procedure. In the event an adjudicator cannot be agreed the parties will use the process in Article 24.03(a) to select an Adjudicator.
2. The Adjudicator, in consultation with the parties, shall convene a hearing not later than sixty (60) days from being appointed. The parties will make reasonable efforts to accommodate each other with respect to scheduling.
3. At least ten (10) days prior to the date of the hearing the parties and/or their representatives shall meet for the following purposes:
  - To exchange copies of any documents and outline the respective positions;
  - To establish and attempt to agree on the facts relevant to the classification matching;
  - To engage in discussions regarding the possible settlement of the dispute: and
4. Should a dispute arise between the parties regarding compliance with the obligations outlined in paragraph 3, the classification matching matter may be referred for immediate and binding resolution to the Adjudicator. This may be done by conference call between the Adjudicator and the parties.
5. At least five (5) days before the scheduled hearing date, the parties shall forward to the Adjudicator the collective agreement, notice of the classification in dispute, and an agreed statement of facts and any other document or materials agreed upon by the parties.
6. The Adjudication hearing shall be an informal and accelerated process. To this end, the following procedures shall be in effect:

- The hearing shall be completed within a single day within the hours of 8:00 am and 4:00 pm. At the commencement of the hearing the parties and the Adjudicator shall attempt to agree upon the allocation of time and if such agreement cannot be reached the Adjudicator shall decide upon such allocation.
  - The parties shall make every reasonable effort to minimize the use of witnesses and to limit representations to issues directly related to the classification matching issue. Whenever practicable, the parties shall stipulate facts not in dispute rather than establishing facts through the evidence of witnesses.
  - The Adjudicator shall have the permission of the parties to take an activist role and to direct that issues be addressed, or not addressed, in the hearing in accordance with his determination as to its relevance to the outcome.
7. The Adjudicator will provide brief written reasons for the decision; however, these must be issued within thirty (30) days of the conclusion of the hearing.
  8. The award will conclusively resolve the issue and be binding on the parties.

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

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Dated at Halifax, N.S. the \_\_\_\_ day of \_\_\_\_\_ 2005.

**MEMORANDUM OF AGREEMENT #8  
PROVINCIAL BENEFITS COMMITTEE\***

The Parties to this Agreement agree to form a joint committee called the Benefits Committee for the purposes of reviewing the Pension Plan, LTD Plan and Health Care benefits for education and information purposes. The forming of this Committee is subject to the participation of all other Acute Care Unions. And, the continuation of the Committee shall be subject to mutual agreement. Any participation by Union members is voluntary and without pay.

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

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Dated at Halifax, N.S. the \_\_\_\_ day of \_\_\_\_\_ 2005.

**MEMORANDUM OF AGREEMENT #9  
LOCAL BENEFITS COMMITTEE\***

The Parties agree to establish a committee consisting of not more than two (2) representatives of the bargaining unit and one (1) union representative from Head Office and a number of management representatives, to be determined by the Employer, to consider amendments to the existing benefit plans.

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

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Dated at Halifax, N.S. the \_\_\_\_ day of \_\_\_\_\_ 2005.

## ALPHABETICAL INDEX

<p>Absence Without Permission ..... 82</p> <p>Accumulation of Credits ..... 37</p> <p>Accumulative Vacation Carry Over..... 21</p> <p>Acknowledgment of Letters     of Resignation ..... 83</p> <p>Acting Pay..... 65</p> <p>Adoption Leave* ..... 32</p> <p>Allocation &amp; Notice of Overtime ..... 16</p> <p>ALPHABETICAL INDEX..... 120</p> <p>Amending of Time Limits ..... 51</p> <p>Anniversary Date ..... 64</p> <p>Annual Meeting ..... 11</p> <p>Application..... 41</p> <p>APPLICATION ..... 5</p> <p>Appointment ..... 74</p> <p>Appointment Status..... 8</p> <p>APPOINTMENT* ..... 8</p> <p>Arbitration and Joint Consultation..... 11</p> <p>Arbitration Award..... 53</p> <p>Arbitration Board..... 52</p> <p>Arbitration Expenses..... 53</p> <p>Arbitration Procedure..... 53</p> <p>ARBITRATION PROCEDURE..... 52</p> <p>Assignment of Casual Employees ..... 74</p> <p>Bargaining Agent Recognition ..... 4</p> <p>Bargaining Unit Information..... 8</p> <p>Benefit Entitlement ..... 67</p> <p>Bereavement Leave..... 26</p> <p>Borrowing of Unearned Vacation Credits 21</p> <p>Bulletin Boards ..... 7</p> <p>Calculation of Retirement Allowance..... 55</p> <p>Callback Compensation ..... 18</p> <p>Cancellation of Relief Assignment ..... 81</p> <p>Casual Availability List ..... 76</p> <p>CASUAL EMPLOYEES* ..... 73</p> <p>Casual Seniority ..... 3</p> <p>Casuals Placed in Assignments..... 82</p> <p>CHECKOFF..... 9</p> <p>Christmas or New Year's Day Off ..... 25</p> <p>Classification..... 66</p> <p>Classification Appeal ..... 66</p> <p>Compassionate Care Leave* ..... 35</p> <p>Compensation for Performing     Other Duties* ..... 17</p> <p>Compensation for Work on a Holiday ..... 24</p>	<p>Compensation Where Rest Interval     Not Taken..... 19</p> <p>Completion of Assignments..... 82</p> <p>Computer Access ..... 7</p> <p>Consecutive Shifts ..... 15</p> <p>Consistent Application..... 6</p> <p>Contract Negotiations ..... 11</p> <p>Contracting Out..... 46</p> <p>Copies of Agreement ..... 7</p> <p>Court Leave..... 26</p> <p>Daylight Saving Time* ..... 18</p> <p>Deduction of Union Dues ..... 9</p> <p>Definitions..... 1</p> <p>Deviation from Regular Schedules ..... 15</p> <p>DISCIPLINE &amp; DISCHARGE..... 39</p> <p>Discrimination..... 5</p> <p>Discrimination for Union Activity..... 5</p> <p>Displacement Procedure ..... 44</p> <p>Distribution of Union Literature ..... 7</p> <p>Education Leave..... 35</p> <p>Eligibility ..... 36</p> <p>Emergency Services..... 6</p> <p>Employee Access to Personnel File..... 39</p> <p>Employee Availability ..... 18</p> <p>Employee Compensation Upon     Separation ..... 22</p> <p>Employee Entitlement..... 37</p> <p>Employee Performance Review..... 38</p> <p>EMPLOYEE PERFORMANCE REVIEW     &amp; EMPLOYEE FILES* ..... 38</p> <p>Employee(s) on Recall List..... 76</p> <p>Employees Providing Own     Transportation* ..... 61</p> <p>Employer Compensation Upon     Separation ..... 22</p> <p>Employer to Acquaint New Employees..... 7</p> <p>Employer's Liability ..... 68</p> <p>Exception ..... 23, 63</p> <p>Exception to Rate of Pay..... 76</p> <p>Exchange of Shifts ..... 14</p> <p>EXPEDITED ARBITRATION - RULES     OF PROCEDURE..... 100</p> <p>Expedited Arbitration Procedure ..... 53</p> <p>Extension of Job Share..... 73</p> <p>Failure to Give Notice..... 83</p> <p>Failure to Report ..... 18</p>
--	--

Filling Vacancies or Assignments .....	62	Liability .....	10
First-Aid Kits .....	60	LOCAL BENEFITS COMMITTEE* .....	119
Flexible Working Hours .....	15	Long Assignments .....	78
Form of Compensation .....	17	LONG ASSIGNMENTS .....	76
FUTURE LEGISLATION .....	6	LONG TERM DISABILITY	
Gender .....	4	PROGRAM* .....	55
Grievance .....	39	Loss of Seniority .....	45
Grievance Mediation .....	51	LTD Top Up .....	38
Grievance Meetings .....	12	Management Rights .....	6
Grievance Procedure .....	50	MARKET ADJUSTMENT .....	108
GRIEVANCE PROCEDURE .....	49	Meal Breaks .....	14
Grievances .....	49	Medical and Dental Appointments* .....	34
GROUP LIFE INSURANCE .....	55	Medical Certificate .....	37
Headings .....	4	MEDICAL PLAN .....	55
HEALTH & SAFETY* .....	56	Military Leave* .....	36
Health and Safety Provisions .....	56	Modified Work Week .....	15
Holiday Coinciding with Paid Leave .....	24	No Lockout or Strike .....	6
Holiday Compensation for Part Time		No Loss of Service/Seniority .....	12
Employees .....	25	No New Employees .....	46
Holiday Falling on a Day of Rest .....	24	No Sanction of Strike .....	6
Holiday Pay* .....	75	Notice of Layoff .....	43
HOLIDAYS* .....	23	Notice of Performance Improvement	
Hours of Work .....	13	Requirements .....	39
Identification of Job Share .....	71	Notice of Resignation .....	82
Illness on a Paid Holiday .....	25	Notification .....	10, 39
Illness While On Vacation .....	22	Notification of Deduction .....	9
INFORMATION .....	7	Notification to Employer .....	11
Information to Employee .....	37	Notification to the Union .....	9
INJURY ON DUTY .....	67	Occupational Health and Safety Act .....	56
In-Service Conferences .....	35	Occupational Health and Safety	
Insufficient Volunteers .....	42	Committee .....	56
Job Posting* .....	61	Overtime .....	16, 75
JOB SECURITY* .....	40	Overtime Approval .....	17
JOB SHARING* .....	70	Overtime Compensation .....	17
JOINT CONSULTATION* .....	54	Overtime Eligibility & Computation .....	16
Joint Labour Relations Committee .....	40	Overtime Meal Allowance .....	17
Just Cause .....	39	Overtime on a Holiday .....	24
Layoff .....	42	Overtime on a Holiday* .....	75
Layoff Exception .....	46	Overtime Pay* .....	18
Layoff Notice .....	42	Overtime Restrictions .....	82
Layoff Procedure .....	42	Paid Holidays* .....	23
Leave for Adoption of Child .....	34	Parental and Adoption Leave	
Leave for Birth of Child .....	34	Allowance* .....	33
Leave for Family Illness* .....	34	Parental Leave* .....	30
Leave for Storms or Hazardous		PARITY MAINTENANCE .....	112
Conditions .....	36	PART TIME EMPLOYEES .....	68
Leave of Absence for Full-Time President .....	12	Part-time Employees Accepting	
Leave Without Pay .....	11	Assignments of Full-time Hours .....	80
Leaves .....	75	Pay in Lieu of Benefits .....	75
Letter of Appointment .....	7	Pay in Lieu of Notice .....	43, 81

Pay in Lieu of Termination Notice .....	9	Rest Interval Between Scheduled Shifts ...	13
Pay Increments.....	76	Rest Periods .....	15
PAY PLAN .....	100	Restriction on Assignment of Work	
PENSION PLAN .....	55	Where Refusal.....	60
Period of Job Share* .....	71	Restriction on Numbers of Employees	
Permanent Appointment .....	8	on Vacation .....	20
Placement Rights .....	41	Retention of Status.....	62
Policy Grievance.....	51	Retirement Allowance .....	54
Position Descriptions .....	8	Retirement Allowance Upon Death.....	54
Posting of Seniority Lists.....	3	RETIREMENT ALLOWANCE*.....	54
Posting of Shift Schedules .....	14	RETROACTIVITY.....	112
Pregnancy Leave* .....	27	Return to Regular Times of Work .....	16
Pregnancy/ Birth Leave Allowance* .....	29	REVIEW FOR CLASSIFICATIONS.....	115
PREPAID LEAVE PLAN .....	83	Right to Refuse Work .....	58
Probationary Period .....	8, 74	RIGHTS AND PROHIBITIONS.....	6
Protection of Pregnant Employees* .....	60	Rotation of Shifts .....	14
PROVINCIAL BENEFITS		Salary Continuance .....	12
COMMITTEE* .....	118	Salary Increments.....	64
Rate of Pay upon Appointment.....	76	Same Sex Family Status .....	5
Rate of Pay Upon Appointment.....	63	Seniority.....	3
Rate of Pay Upon Demotion .....	64	Service.....	2
Rate of Pay Upon Promotion .....	63	Servicing of Grievances.....	10
Rate of Pay Upon Reclassification .....	64	Sexual and Personal Harassment .....	5
Rates of Pay* .....	62	Sexual Harassment and Personal	
Recall from Vacation .....	22	Harassment.....	51
Recall Procedures.....	44	Shift Premium* .....	65
RECLASSIFICATION.....	66	Short Assignments .....	79
Recognition.....	10	SHORT ASSIGNMENTS .....	76
RECOGNITION .....	4	SICK LEAVE .....	36
Recognition of Service Award* .....	55	Single Arbitrator .....	52
Reconciling Vacation Credits		Special Leave.....	25
Upon Death* .....	22	STANDBY AND CALL BACK .....	18
Record of Disciplinary Action.....	38	Standby Compensation .....	18
Referral to Arbitration.....	51, 52	STEWARDS.....	10
Registration/Licensing Fees.....	66	TEAM LEADER STIPENDS.....	111
Regular Arbitration Procedure.....	52	TERM OF AGREEMENT*.....	86
Reimbursement for Transportation To and		Termination of Assignments*.....	81
From Meetings .....	61	Termination of Employment	
Reimbursement for Travel Between 2400		Relationship .....	76
and 0600* .....	61	Termination of Probationary	
Relief Against Time Limits .....	53	Appointment .....	9, 74
Relief Assignments .....	80	Time Limits.....	51
RELIEF ASSIGNMENTS .....	76	Time Off for Union Business.....	10
Religious Exclusions.....	10	TIME OFF FOR UNION BUSINESS.....	11
Remittance of Union Dues		Top Up Limitation .....	38
and Assessments .....	10	Training and Retraining .....	40
REOPENER CLAUSE .....	62	Transition Support Program.....	41, 46
Report of Injuries .....	67	Transition Support Program (TSP)* .....	102
Reporting Pay.....	81	Transportation Allowance.....	19
Rest Interval After Call Back.....	19	TRANSPORTATION*.....	61

TSP Offers .....	48	Vacation Entitlement .....	19
TSP Severance Payment* .....	105	Vacation Records .....	22
Unbroken Vacation Entitlement .....	21	Vacation Request .....	20
Uniforms & Protective Clothing .....	60	Vacation Scheduling .....	20
Union Approval .....	50	Vacation Year .....	20
Union Consultation .....	16	VACATIONS* .....	19
UNION INFORMATION.....	7	Volunteers .....	42
Union Representation.....	5, 51	Weekend Premium.....	65
UNIT CLOSURES.....	110	Withdrawal of Resignation .....	83
Use of Accumulated Vacation		Withheld Increment .....	64
Carry Over .....	21	Work Area Specific Casual Lists .....	77
Vacation Carry Over .....	21		