

COLLECTIVE AGREEMENT

between the

CAPITAL DISTRICT HEALTH AUTHORITY

and the

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

SUPPORT SERVICES **BARGAINING UNIT**

Term: November 1, 2009 – October 31, 2011

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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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PREAMBLE

Whereas it is the intention and purpose of the parties to this Agreement to maintain harmonious relations and settled conditions of employment between the Employer, the employees and the Union, to improve the quality of health care service, to promote the well being and increased productivity of employees to the end that patients be well and efficiently served and to promote an environment where employees want to work and are valued, accordingly the parties hereto set forth certain terms and conditions of employment affecting employees covered by this Agreement.

Now therefore, the parties agree as follows:

ARTICLE 1 - INTERPRETATION AND DEFINITIONS*

1.01 Definitions*

For the purpose of this Agreement:

- (1) **“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.
- (2) **“Day”**, except where otherwise provided, means Monday through Friday, excluding holidays.
- (3) **“Employee”** means a person who is included in the bargaining unit as defined in Article 2.01 and includes:
 - (a) **“Casual Employee”** is a non-permanent employee;
 - (b) **“Full-time Employee”** is an employee who is hired to work the bi-weekly hours of work as provided in this Agreement;
 - (c) **“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
 - (d) **“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.

- (4) **“Employer”** means the Capital District Health Authority (“CDHA”).
- (5) **“Holiday”** means:
 - (a) in the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced if more than one-half of the shift falls on a day designated as a holiday in this Agreement;
 - (b) in any other case, the twenty-four (24) hour period commencing at 0001 hours of a day designated as a holiday in this Agreement.
- (6) **“Leave of absence”** means absent from work with permission.
- (7) **“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.
- (8) **“Predecessor Employer”** means the Queen Elizabeth II Health Sciences Centre, the Nova Scotia Hospital, and the Central Regional Health Board.
- (9) **“Shift duration”** means the length of a shift.
- (10) **“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.
- (11) **“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.
- (12) **“Union”** means the Nova Scotia Government and General Employees Union.
- * (13) **“Week-end”** means the fifty-five (55) consecutive hour period commencing at **0001** hours Saturday to 0700 hours Monday.
- (14) **“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 Memorandum of Agreement between the Nova Scotia Government and General Employees Union and the QEII Health Sciences Centre, the Nova Scotia Hospital and the Capital District Health Authority (former Central Regional Health Board) dated February 19, 2001; and
- (ii) total accumulated months of employment 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 February 19, 2001:**

Seniority means the seniority with which an employee was credited as an employee of a Predecessor Employer immediately prior to the Memorandum of Agreement between the Nova Scotia Government and General Employees Union and the QEII Health Sciences Centre, the Nova Scotia Hospital and the Capital District Health Authority (former Central Regional Health Board) dated February 19, 2001.

- (ii) **Break in Continuous Employment - “former casuals” of the Nova Scotia Hospital, Capital District Health Authority (former Central Regional Health Board) and Public Health and Drug Dependency, 1988 Nova Scotia Hospital Part-timers and 1988 Public Health and Drug Dependency Part-timers:**

The continuous employment of formerly “casual employees” of the Nova Scotia Hospital, Capital District Health Authority (former Central Regional Health Board) and Public Health and Drug Dependency, 1988 Nova Scotia Hospital part-timers, and 1988 Public Health and Drug Dependency part-timers is considered to have been broken in a year in which they did not work for at least

40% of full-time hours. For such employees, their date of hire, for the purpose of establishing seniority as of February 19, 2001, shall be their actual date of hire where there is no break in continuous employment or January 1st of the year following the most recent break in continuous employment.

(iii) **Accumulation of Seniority after February 19, 2001:**

All employees, except casual employees, in a bargaining unit accumulate seniority after February 19, 2001, for continuous employment in a bargaining unit at the Capital District Health Authority 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 employee's 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 1, 1998.
- (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 employees' seniority. Each casual employee shall have fifteen (15) days from the date the list is posted to challenge her casual seniority date 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 date on the list shall be the casual employee's seniority date for all purposes following the posting of the list.

1.05 Gender

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

1.06 Headings

The headings in this Article 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 Support Services bargaining unit, as follows:

all full-time, regular part-time and casual employees of the Capital District Health Authority, including employees engaged in providing Addiction/Drug Dependency and Public Health Programs, but excluding employees in other bargaining units, 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 of the Certification Order of the Labour Relations Board, being LRB No. 4580.

And as amended by order of the Labour Relations Board, being L.B.R. Order No. 5034, Interim Order No. 1, that ordered the merger of the Service Support Bargaining Unit of employees of the Employer formerly represented by the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), Local 4606 and Service Support Bargaining Unit of the employees of the Employer represented by the Union to establish a Service Support bargaining unit of employees of the Employer represented by the Union (the “merged bargaining unit”).

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 personal or sexual harassment and any other harassment based on the protected characteristics set out in Article 2.03. The Employer shall maintain a policy on workplace harassment.

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 Diversity*

The Employer and the Union recognize the values of diversity in the workplace and will work cooperatively toward achieving a work environment that reflects the interests of a diverse work force.

2.07 Headings

The headings in this Article 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 3 - APPLICATION

3.01 This Agreement, including each of the Memoranda of Agreement and the Appendices 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.

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

6.04 Headings

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

ARTICLE 7 - UNION INFORMATION AND OFFICE*

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*

(a) The Employer will provide space to the Union during employee orientation to allow the Union to distribute Union literature related to the orientation of new Union members.

- (b) 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 Union Office

The Employer will provide the Union with an office within the CDHA. The Union is responsible for the provision of all items in this office, other than desk, chairs, filing cabinet and local distance telephone.

ARTICLE 8 – INFORMATION*

8.01 Copies of Agreement*

The Employer agrees to post a copy of the Agreement on the Employer's web site and intranet. Upon request by an employee, the Employer will provide a bound copy of the agreement to the employee within one calendar week. Upon request by the Union, the Employer agrees to provide a reasonable number of bound booklets for use by Union representatives and Stewards.

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 copy of this statement shall be sent to the Union at the same time as it is sent to the employee.

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 endeavour 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

The Employer agrees to provide the Union such information relating to employees in the bargaining unit as may be 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 37.

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 twelve (12) 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 six (6) 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 wilful 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.

9.07 Headings

The headings in this Article 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.

9.08 Secondment*

Where an employee is being seconded from the Employer to a position involving the Health Sector of the Broader Public Sector, the terms and conditions of the secondment agreement will be established by agreement of the Employer and the Union.

ARTICLE 10 - JOB POSTING*

10.01 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 an electronic notice of such position. In work locations where electronic job postings are not possible or practical, a list of job postings will be placed in a visible location.

- (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 five (5) days.
- (c) Should a Short Assignment not be able to be filled in accordance with Article 38.05, 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 position, or a Long or Short Assignment (if necessary);
 - (iii) the expected duration of the Assignment; and
 - (iv) whether the appointment is full-time or part-time, and any applicable part-time designation.
- (e) Only those postings which cannot be filled with a qualified employee from any bargaining unit will be available for filling from outside any of the bargaining units.

10.02 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.

10.03 Retention of Status

A permanent employee who successfully bids for a Long Assignment, or a Short Assignment (if posted), shall be entitled to retain her status as a permanent

employee, and shall be entitled to return to her former position. If the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

10.04 Grievance/Arbitration

Notwithstanding any other provision of this Agreement, for the purposes of this Article, an employee has the right to grieve any filling of a vacancy or Assignment in any bargaining unit.

10.05 Placement in New Position*

A successful internal applicant shall normally be placed in a new position within sixty (60) days of her appointment. If such placement does not occur within the sixty (60) day period due to operational requirements, the successful applicant will receive the higher rate of pay, where applicable, effective the sixty-first (61st) day.

10.06 Temporarily Working in a Position Outside the Bargaining Unit*

- (a) Where an employee successfully competes for a position outside the bargaining unit and takes an approved leave from his or her bargaining unit position to work in that position, the employee has a right to return to his or her bargaining unit position at the expiry of the approved leave.
- (b) While in the position outside the bargaining unit, the employee shall not pay Union dues nor shall the Union have a duty to represent the employee in any matter arising out of his or her position outside the bargaining unit. However, the Union reserves the right to represent the employee in relation to his/her right to return to his/her bargaining unit position.
- (c) Should the employee apply for another bargaining unit position while on an approved leave from his or her position, the employee shall be considered an internal applicant.
- (d) An employee who is appointed to a position outside the bargaining unit on an acting basis shall remain in the bargaining unit for the duration of the acting position.

ARTICLE 11 - CHECKOFF

11.01 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.

11.02 Notification of Deduction

The Union shall inform the Employer in writing of the authorized deduction to be checked off for employees mentioned in Article 11.01.

11.03 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.

11.04 Remittance of Union Dues and Assessments

The amounts deducted in accordance with Article 11.01 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.

11.05 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 12 - STEWARDS

12.01 Recognition

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

12.02 Notification

The Union agrees to provide the Employer with a list of employees designated as Chief Stewards and as Stewards for each bargaining unit.

12.03 Servicing of Grievances

It is understood that the Officers, Stewards and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, Stewards will not leave their jobs without giving an explanation for leaving and obtaining the Supervisor's permission. Permission will not be unreasonably withheld so long as operational requirements permit. The Steward shall report back to the Supervisor before resuming the normal duties of her position.

ARTICLE 13 - TIME OFF FOR UNION BUSINESS

13.01 Leave Without Pay

Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to employees for Union business:

- (a) as members of the Board of Directors of the Union for the attendance at Board meetings;
- (b) as members of the Bargaining Unit Negotiating Committees of the Union for the attendance at Committee Meetings;
- (c) as delegates to attend conventions of the Union's affiliated bodies, including N.U.P.G.E., C.L.C., Nova Scotia Federation of Labour;
- (d) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
- (e) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour;
- (f) for such other legitimate Union business as may be authorized by the Union such as, but not limited to, replacing Union staff, Union educational programs, etc.

Such permission shall not be unreasonably withheld.

13.02 Notification to Employer

The Union shall notify the Employer of the names of CDHA employees, including the department wherein the employee is employed, who are members of the

Board of Directors, the Union Executive and Bargaining Unit Negotiating Committee.

13.03 Salary Continuance

The Employer will continue the salary of an employee who is granted leave without pay in accordance with Article 13.01 and will bill the Union for the employee's salary.

13.04 Annual Meeting/Collective Bargaining Workshop

- (a) Where operational requirements permit and on reasonable notice as provided in Article 13.04(b), the Employer shall grant leave with pay for a period not exceeding two (2) working days, and 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 or the Collective Bargaining Workshop of the Union. Such permission shall not be unreasonably withheld. The Employer shall only grant such leave for either the Annual Meeting or the Collective Bargaining Workshop in any one year. However, upon three (3) months advance written request, and if operational requirements permit, the Employer may grant leave as provided herein for both the Annual Meeting and the Collective Bargaining Workshop in the same year if neither were held in the previous year.
- (b) The Union shall notify the Employer in writing of the names, including the department wherein the employee is employed, of the registered delegates attending the Annual Meeting or the Collective Bargaining Workshop of the Union at least three (3) weeks in advance.
- (c) Notwithstanding Article 13.05, the number of employees entitled to attend the Collective Bargaining Workshop shall not exceed five (5) per bargaining unit represented by the Union.

13.05 Number of Employees Eligible

The number of employees eligible for special leave provisions under Articles 13.01 and 13.04 shall be in accordance with the numbers laid down in the Nova Scotia Government and General Employees Union Constitution.

13.06 Contract Negotiations

Where operational requirements permit, and on reasonable notice, the Employer shall grant leave with pay for not more than five (5) representatives of each bargaining unit for the purpose of attending contract negotiation meetings with

the Employer. However, when any joint bargaining unit contract negotiation meetings occur on any one (1) day or part thereof, the Employer shall, where operational requirements permit, grant leave with pay to any eight (8) of these representatives at the same time. Such permission shall not be unreasonably withheld.

13.07 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 as prescribed by Article 26;
- (b) meeting with management in joint consultation as prescribed by Article 27.

13.08 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.

13.09 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.

13.10 Leave of Absence for the 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 14 - HOURS OF WORK

14.01 Hours of Work

- (a) The hours of work shall be seventy-five (75) hours per bi-weekly period, normally consisting of ten (10) seven and one-half (7 ½) hour shifts.
- (b) **Overtime Exception**

Where, during the regular scheduled shift rotation, an employee may be required to work in excess of seventy-five (75) hours in a two (2) week period, additional hours shall not constitute overtime in that two (2) week period provided the hours of work average seventy-five (75) hours per two (2) weeks of each complete cycle in the shift schedule.

(c) **Rest Intervals between Scheduled Shifts**

With the exception of employees who are working shifts greater than seven and one-half (7 ½) hours, every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift. In addition to situations arising pursuant to Article 14.03, shift arrangements requested by the employee(s) in writing and approved by the Employer, in variance to the foregoing, shall not constitute a violation of this provision.

(d) **Temperature Breaks**

- (i) The Employer shall provide to all employees, one break period of ten (10) minutes per hour for each hour that the temperature continuously exceeds 90 degrees F.
- (ii) In no case shall the total break periods as defined in Articles 14.08 and 14.01(d) exceed one hundred (100) minutes per seven and one-half (7 ½) hour shift.

(e) **Continuous Operation**

The hours of work shall be eighty (80) hours per two (2) week period for Shift Operators. These employees shall be entitled to five (5) additional days' leave with pay each year. Such leave shall be granted in accordance with the provisions of Article 17.

14.02 No Guarantee of Hours

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work but is a basis for computing overtime.

14.03 Deviations from Scheduled Hours

It is recognized and understood that deviations from the regular schedules of work will be necessary and will unavoidably result from several causes, such as, but not limited to, leaves of absence, absenteeism, temporary shortage of personnel, and emergencies. Such deviations shall not be a violation of this Agreement.

14.04 Flexible Working Hours

The Employer will, where operational requirements and efficiency of the service permit, authorize experiments with flexible working hours if the Employer is

satisfied that an adequate number of employees have requested and wish to participate in such an experiment.

14.05 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.

14.06 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 sixty (60) calendar days' advance notice of such requirement.

14.07 Shift Duration

- (a) In the event that an existing shift duration
 - (i) does not result in the provision of satisfactory service to the public;
 - or
 - (ii) is operationally impractical for other reasons;

the Employer will consult with the Union, with the view to minimizing any adverse effects that a change to existing shift duration may have on employees.

- (b) The Employer will give the employees sixty (60) calendar days advance notice of the shift requirement; and invite expressions of interest.
- (c) The expression of interest notice shall include the required:
 - (i) number of employees;
 - (ii) classification;

- (iii) abilities, experience, qualifications, special skills and physical fitness, where applicable, reflecting the functions of the job concerned; and
 - (iv) shift duration.
- (d) If there are more qualified volunteers than required, preference in filling the positions shall be given to the employees with the greatest length of seniority.
- (e) If there are fewer qualified volunteers than required, the Employer shall staff the shifts with qualified employees, in reverse order of seniority.
- (f) Nothing in this Article precludes the Employer from:
 - (i) maintaining any and all shift arrangements in effect prior to the signing of this Agreement;
 - (ii) hiring employees to staff a specific shift duration;
 - (iii) continuously assigning an employee to a specific shift duration at the employee's request, where such continuing assignment is acceptable to the Employer.

14.08 Meal Breaks and Rest Periods

For each seven and one-half (7 ½) hour shift, subject to the provisions of Article 14.09, the Employer shall provide an unpaid meal break of one-half (½) hour and paid rest periods totalling one-half (½) hour, not to be taken in less than two (2) breaks. The Employer shall schedule meal breaks in such a way that an employee be permitted to leave her work area. Operational requirements may be such that these breaks may not be able to be taken off the premises. These breaks shall be prorated for shift duration.

14.09 Recall From Meal Breaks and Rest Periods

Should an employee be recalled to duty during the designated meal break as provided in Article 14.08 and the entire meal break cannot be rescheduled during the shift, the meal break shall be deemed to be time worked and compensated for at the applicable overtime rate set out in Article 15. Should an employee be recalled to duty during the time provided in Article 14.08, other than during the designated meal break, and time off equal to the difference between the break time taken and the total break allowance cannot be granted during the shift, the break time not taken because of recall to duty shall be considered as overtime and compensated for in accordance with the provisions of Article 15.

14.10 Coverage

The employees agree to maintain staff coverage which, in the opinion of the Employer, is adequate for all operational units during a shift change, meal breaks, and rest periods.

14.11 Days Off

During the two (2) week period employees shall, whenever possible, receive two (2) days off in each calendar week or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off.

14.12 Consecutive Shifts

- (a) The Employer will endeavour, where possible, to provide that no employee is scheduled to work more than seven (7) consecutive days 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.
- (b) Subject to the limitations of Article 14.03, the Employer shall provide that no employee is scheduled to work more than five (5) consecutive evening shifts or five (5) consecutive night shifts in a two (2) week period. This does not preclude shift arrangements requested by the employee, in writing, acceptable to both the Employer and the employee(s) in variance to the foregoing.

14.13 Posting of Shift Schedules

- (a) Schedules shall be posted at least four (4) weeks in advance of the schedule to be worked and the schedule shall be for a minimum of two (2) weeks. The Employer shall make every reasonable effort not to change shifts. If the Employer changes the shift schedule within forty-eight (48) hours of the shift, the employee(s) affected shall be entitled to overtime compensation for that shift. The Employer must inform employees of the shift changes made to the posted schedules.
- (b) When the Employer requires an employee who is regularly scheduled to work Monday through Friday, to work on a weekend as part of her regular bi-weekly hours the Employer shall make every reasonable effort to provide the employee with four (4) weeks notice, but in any case not less than two (2) weeks notice of the weekend work.

14.14 Exchange of Shifts

Provided advance notice is given, which notice in the opinion of the Employer is deemed sufficient, and with the approval of the Employer, employees may exchange shifts, where operational requirements permit, and there is no increase in cost to the Employer.

14.15 Week-ends Off

Where operational requirements permit, the Employer will endeavour to provide each employee one (1) weekend off in two (2), but in no case shall there be less than one (1) week-end off in three (3).

Arrangements and modifications to same in variance to the foregoing may be mutually agreed upon between the Employer and the employee.

14.16 Split Shifts

No shift shall be split for a period longer than the regularly scheduled meal and rest periods as provided for in Article 14.08.

14.17 Rotation of Shifts

Employees required to work rotating shifts (day, evening and night duty) shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.

14.18 Conversion of Hours

Except as otherwise provided in this Agreement, the following paid leave benefits will be converted to hours on the basis of one day's benefit being equivalent to 1/10 of the regular bi-weekly hours for the employee's classification:

- Calculation of Service under Article 1.02(b)
- Leave for Adoption of Child
- Annual Vacation Entitlement
- General Leave
- Vacation Carry Over
- Illness/Injury Benefit
- Paid Holidays under Article 18.01
- Rest Periods

Bereavement Leave
Acting Pay - Qualifying Period
Leave for Birth of Child

14.19 Headings

The headings in this Article 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 15 – OVERTIME*

15.01 Definitions

In this Article and Article 18:

- (a) "**overtime**" means authorized work in excess of an employee's regular work day or normal bi-weekly hours for employees whose hours of work are set out in Article 14.01.
- (b) "**time and one-half**" means one and one-half (1 ½) times the straight time rate calculated by the formula:

$$\frac{\text{bi-weekly rate} \times 1 \frac{1}{2}}{\text{normal bi-weekly hours}}$$

- (c) "**double time**" means two (2) times the straight time rate calculated by the formula:

$$\frac{\text{bi-weekly rate} \times 2}{\text{normal bi-weekly hours}}$$

15.02 Allocation and Notice of Overtime

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

- (a) to allocate overtime work on a fair and equitable basis among readily available and qualified employees; and
- (b) to give employees who are required to work overtime, adequate advance notice of this requirement.

15.03 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.

15.04 Overtime Compensation

Time worked in addition to the regular scheduled shifts or time worked in a bi-weekly pay period that is in excess of the bi-weekly hours shall be compensated at the rate of one and one half (1½T) times the regular hourly rate for the overtime worked. An employee who works in excess of four (4) hours overtime in any one day shall be compensated at the rate of two times (2T) the regular hourly rate for the overtime worked which shall include the first four (4) hours at double time.

15.05 Overtime Eligibility

An employee must work at least fifteen (15) minutes beyond her normal shift before being eligible for overtime compensation.

15.06 Overtime Meal Allowance*

An employee, who is required to work a minimum of three (3) hours' overtime immediately following her scheduled hours of work and where it is not practical for her to enjoy her usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that she may take a meal break either at or adjacent to her place of work. Under such conditions she shall be provided a voucher for one (1) meal in the amount of \$15.00 or where meal service is unavailable, the employee will receive reimbursement in the amount of \$15.00 through the payroll system.

15.07 Computation of Overtime

In computing overtime a period of thirty (30) minutes or less shall be counted as one-half (½) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

15.08 Form of Compensation

Compensation for overtime shall be paid except where, upon request of the employee, and with the approval of the Employer, or its representative, overtime may be granted in the form of time off in lieu of overtime hours worked.

15.09 Time Off in Lieu of Overtime

Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the second (2nd) calendar month immediately following the month in which the overtime was worked, compensation for overtime shall be paid.

15.10 Carry Over of Overtime

Notwithstanding Article 15.09, an employee may request to have accumulated overtime carried over for a maximum of twelve (12) months. Such a request shall not be unreasonably denied. If time off with pay in lieu of overtime hours has not been granted prior to the end of this time, compensation for overtime shall be paid.

15.11 No Layoff to Compensate for Overtime

An employee shall not be subject to layoff by the Employer during regularly scheduled hours of work, established in accordance with Article 14, in order to equalize any overtime worked.

15.12 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.

15.13 Call-In

- (a) An employee required to report back to work after leaving the premises of the work location following completion of a shift, but before the commencement of the next shift, except as required under Article 16, or called back to work on a day the employee is not scheduled to work, except as required under Article 16, shall be granted a minimum of four (4) hours pay at straight time rates or the applicable overtime rate, whichever is greater. The minimum guarantee of four (4) hours pay shall not apply to part-time employees who are offered additional hours for a period of less than four (4) hours.
- (b) An employee on the Employer's premises prior to the commencement of her shift, who is requested to begin work by the Employer, shall be eligible for overtime rates for that period of time before her actual shift is scheduled to begin.

15.14 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 classification, she will be compensated for the overtime worked at the rate applicable to the duties performed during the overtime but shall in no case be paid a rate lower than her regular overtime rate.

ARTICLE 16 - STANDBY AND CALLBACK*

16.01 Standby Compensation*

- (a) Employees who are required by the Employer to standby shall receive standby pay of thirteen dollars and fifty cents (\$13.50) for each standby period of eight (8) hours or less.
- (b) Employees who are required by the Employer to standby on a Holiday as listed in Article 18, shall receive standby pay of twenty-seven dollars (\$27.00) for each standby period of eight (8) hours or less.

16.02 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.

16.03 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.

16.04 Callback Compensation

- (a) 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.
- (b) When a part-time employee is not scheduled to work but is required by the Employer to standby, the day(s) on standby shall be considered as the

employee's rest day(s) and shall be compensated for all call back as overtime in accordance with Article 15 or a minimum of four (4) hours at the straight time rate, whichever is greater.

16.05 Transportation Allowance*

Employees called back shall be reimbursed for transportation to and from the work place to a maximum of ten dollars (\$10.00) per call each way. An employee who is called back to work and who reports for work shall be reimbursed for parking costs.

ARTICLE 17 – VACATIONS*

17.01 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 (1 1/4) 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 2/3) days for each month of service; and
 - (iii) each year after one hundred and sixty-eight (168) 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 two hundred and eighty-eight (288) months of service at the rate of two and one-half (2 1/2) days for each month of service.
- (b) An employee who, as of February 19, 2001, has earned entitlement to more vacation than provided for in Article 17.01(a) of the collective agreement by virtue of her terms and conditions of employment with a predecessor employer shall retain that entitlement. Any future increase in vacation entitlement for such employees shall be pursuant to Article 17.01(a).

17.02 Vacation Year

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

17.03 Authorization

An employee shall be granted vacation leave at such time during the year as the immediate management supervisor determines.

17.04 Vacation Scheduling

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the immediate management supervisor in writing of her vacation preference as soon as possible for the following vacation year but before March 1st in each year. The immediate management supervisor will respond in writing by April 1st indicating whether or not the employee's vacation request is authorized.
- (b) Preference in vacation schedule shall be given to those employees with greater length of seniority.
- (c) After the vacation schedule is posted, if operational requirements permit additional employee(s) to be on vacation leave, such leave shall be offered to employees on a work unit by seniority to those employees who may have requested the leave but were denied the leave for their request submitted before March 1st. Any additional vacation shall be granted on a first come, first serve basis.

17.05 Employee Request

Subject to the 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 immediate management supervisor shall:

- (a) give the reason for disapproval; and
- (b) make every reasonable effort to grant an employee's vacation leave in the amount and at such time as the employee may request in an alternative request.

Where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to the employees with the greatest length of seniority.

17.06 Restriction on Numbers of Employees on Vacation

- (a) During the peak vacation period, commencing the second full week of June and ending after the second full week of September of each year, preference for a period of up to four (4) complete weeks of unbroken vacation shall be given to employees with the greatest length of seniority. To exercise this preference, an employee need not pick consecutive weeks.
- (b) After each employee has been granted vacation in accordance with Article 17.06(a), all remaining vacation entitlement shall be granted in accordance with seniority. Once seniority has been exercised for the period of up to four (4) complete 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 17.04(a).

17.07 Unbroken Vacation

Except during the period of time referred to in Article 17.06, 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.

17.08 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 immediate management supervisor, 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 immediate management supervisor not later than January 31st of the year in which the vacation is earned, provided however that the immediate management supervisor may accept a shorter period of notice of the request. The immediate management supervisor 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.

17.09 Accumulative Vacation Carry Over

An employee, on the recommendation of the immediate management supervisor and 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 immediate management supervisor, it will not interfere with the efficient operation of the Department.

17.10 Use of Accumulated Vacation Carry Over

The vacation leave approved pursuant to Article 17.09 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 the immediate management supervisor recommends that the time be extended and the recommendation is approved by the Employer.

17.11 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 of the next subsequent year.

17.12 Employee Compensation Upon Separation

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

17.13 Employer Compensation Upon Separation

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

17.14 Vacation Credits Upon Death

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

17.15 Vacation Records

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

17.16 Recall from Vacation

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.

17.17 Reimbursement of Expenses upon Recall

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 28, that she incurs:

- (a) in proceeding to her place of duty; and
- (b) 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.

17.18 Reinstatement of Vacation upon Recall

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Articles 17.16 and 17.17, 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.

17.19 Illness During Vacation

If an employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive days, and such illness is supported by a medical certificate from a legally qualified medical practitioner on such form as the Employer may from time to time prescribe, the employee will be granted sick leave and her vacation credits restored to the extent of the sick leave. The form is to be provided to the Employer immediately upon the return of the employee. If the employee does not have access to the Employer's form, the employee shall provide the Employer with a medical certificate from a legally qualified medical practitioner with the following information:

- (a) the date the employee saw the physician;
- (b) the date the employee became ill;
- (c) the nature of the illness; and

- (d) the duration, or the expected duration of the illness.

Upon the employee's return, she shall sign an authorization if requested by Occupational Health Services, permitting the physician to clarify or elaborate on the nature of the employee's illness or injury, as it relates to this claim, to Occupational Health Services in accordance with Article 21.

ARTICLE 18 – HOLIDAYS*

18.01 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) One (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
- (l) one-half (½) day beginning at 12:00 noon on Christmas Eve Day
- (m) any other day or part of a day declared by the province of Nova Scotia to be a general holiday.

18.02 Exception

Article 18.01 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.

18.03 Holiday Falling on a Day of Rest

When a day designated as a holiday coincides with the employee's day of rest, the Employer shall grant the holiday 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
- (c) another mutually acceptable day between the Employer and the employee.

18.04 Holiday Coinciding with Paid Leave

Where a day that is a designated holiday for an employee as defined in Article 18.01, falls within a period of leave with pay, the holiday shall not count as a day of leave.

18.05 Compensation for Work on a Holiday

- (a) Where an employee is regularly scheduled to work, in accordance with Article 14, and her regularly scheduled day of work falls on a paid holiday, as defined in Article 18.01, she shall receive compensation equal to two and one-half (2½) times her regular rate of pay as follows:
 - (i) compensation at one and one-half (1½) 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 prior to the end of the second 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 18.05(a)(ii), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

18.06 Overtime on a Holiday

- (a) Where an employee is required to work overtime on a paid holiday, as defined in Article 18.01, she will receive compensation equal to 3.33 times her regular rate as follows:
 - (i) compensation at 2.33 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 prior to the end of the second 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 18.06 (a)(ii), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

18.07 Religious Day in Lieu*

An employee who is entitled to time off with pay in lieu of Good Friday, Easter Monday, Christmas and/or Boxing Day pursuant to Article 18.03 (c), 18.05 (a) (ii) and/or 18.06 (a) (ii) may take such time with pay in lieu at a time that permits her to observe a holy day of her own faith. The employee shall advise her immediate management supervisor in writing of her desire to take such day(s) off in lieu as soon as possible but before March 1st in each year and the immediate management supervisor will endeavour to grant the request where operational requirements permit.

18.08 Time Off in Lieu of Holiday*

In no case shall the total time off in lieu of a holiday referred to in 18.05(a)(ii), 18.06(a)(ii) and 18.07 above exceed the equivalent of one complete shift.

18.09 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.

18.10 Illness on a Paid Holiday

- (a) An employee who is scheduled to work on a paid holiday, as defined in Article 18.01, and who is unable to report for work due to a reason covered by Article 19.11 (General Leave), shall receive sick leave 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 18.10(a), compensation shall be granted at the employee's regular rate of pay for those hours.
- (c) An employee who is on Short Term Illness pursuant to Article 21 (Illness/Injury Benefit), shall be deemed to have received the holiday pay on the day designated as a holiday.

18.11 Time Off in Lieu for Part-time and Job Share Employees

Where a part-time employee or an employee in a job sharing arrangement works on a holiday, in addition to compensation at the applicable rate, she will receive time off with pay in lieu of the holiday, on an hour for hour basis, at a mutually acceptable time prior to the end of the second calendar month immediately following the month in which the holiday fell.

For purposes of clarity it is understood that a part-time employee or an employee in a job sharing arrangement would receive time off in lieu of the holiday in the amount of 7.5 hours for 7.5 hours worked and 11.25 hours for 11.25 hours worked.

ARTICLE 19 – LEAVES*

19.01 Special Leave

The Employer, in any one year, may grant to an employee:

- (a) special leave without pay for such a period as it deems circumstances warrant;
- (b) special leave with pay for reasons other than those covered by 19.02 to 19.11 inclusive, for such period as it deems circumstances warrant.

19.02 Bereavement Leave*

- (a) If a death occurs in the employee's immediate family when the employee is at work, the employee shall be granted leave with pay for the remainder of her scheduled shift. The employee shall also be granted seven (7) calendar days' leave of absence effective midnight following the death and shall be paid for all shifts the employee is scheduled to work during that seven (7) calendar day period. In any event, the employee shall be entitled to thirty-seven and one-half (37 ½) consecutive hours paid leave, even if this extends past the seven (7) calendar days leave. "Immediate Family" is defined as the employee's father, mother, guardian, brother, sister, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-child or ward of the employee, grandparent or grandchild of the employee, step-mother, step-father, step-sister, step-brother, step-grandparent, step-grandchild and a relative permanently residing in the employee's household or with whom the employee permanently resides. For employees whose hours of work are seventy (70) hours bi-weekly or eighty (80) hours bi-weekly the entitlement shall be thirty-five (35)/forty

(40) consecutive hours paid leave, even if this extends past the seven (7) calendar days.

The “in-law” and “step-relative” relationships referred to in this provision will only be considered “immediate family” in cases where it is a current relationship at the time of the death, otherwise eligibility will be determined in accordance with paragraph (b) below.

- (b) Every employee shall be entitled to leave with pay up to a maximum of one (1) day in the event of death of the employee's brother-in-law or sister-in-law, and may be granted up to two (2) days for travel for purposes of attending the funeral and shall be paid for those travel days which are not regularly scheduled days of rest.
- (c)* 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. The employee may elect that such bereavement leave be paid by charging the time to the employee's accumulated vacation, accumulated holiday, or accumulated overtime.
- (d) The above entitlement is subject to the proviso that proper notification is made to the Employer.
- (e) 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.

19.03 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) Where an employee notifies the Employer in advance, where possible, that she is required to serve pursuant to the provisions of Article 19.03(b)(i), as a result of the functions the employee fulfills on behalf of the Employer on a day other than a regularly scheduled work day, the Employer will consider an employee's request to cover the time lost on a day of rest or vacation day for that period of time required by the court for the purpose of giving evidence pursuant to this Article.

19.04 Jury Compensation

Any employee given leave of absence with pay to serve on a jury pursuant to Article 19.03 shall have deducted from her salary an amount equal to the amount that the employee receives for such jury duty after deduction of reasonable expenses.

19.05 Selection/Promotion Process Leave

When an employee participates in an Employer personnel selection or promotion process, she shall be granted a leave of absence with pay for the period during which the employee's presence is required for purposes of the selection or promotion process. Such leave of absence shall be requested by the employee of her immediate management supervisor as soon as the requirement of her presence is known.

19.06 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 19.07(f).
- (i) Where notice as required under Article 19.06(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 19.06(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. Where the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

- (l) While an employee is on pregnancy leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plans and shall continue to pay its share of premium costs for maintaining such coverage during the period of pregnancy leave.
- (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. For the purposes of calculating vacation leave credits during the year in which pregnancy leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the pregnancy leave granted under Article 19.06(b).
- (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 19.06(b), may be granted sick leave in accordance with the provisions of Article 21.
- (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 per cent (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 per cent (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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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.

19.07 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 19.06 and the employee's new born 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 19.06, 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 19.07(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, where that position is not available, the matter shall be referred to the Joint Committee on Technological Change. The employee is entitled to only one (1) interruption and deferral of each parental leave.
- (e) The employee shall give the Employer two (2) weeks notice of the date the employee will begin parental leave.
- (f) The employee shall give the Employer two (2) 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 19.07(a), the employee shall resume work in the same position she held prior to the commencement of the parental leave. If the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.
- (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. For the purposes of calculating vacation leave credits during the year in which parental leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the parental leave granted under Article 19.07(a).
- (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 19.07(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 19.07(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, and the Employer shall process the documentation and payments as arranged.

19.08 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 thirty-five (35) weeks, or more, if required by the adoption agency.
- (b) The Employer shall require an employee who requests Adoption Leave pursuant to Article 19.08(a) to submit a certificate from 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 thirty-five (35) 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 19.08(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, where the position is not available, the matter shall be referred to the Joint Committee on Technological Change. 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 two (2) 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 19.08(a), the employee shall resume work in the same position she held prior to the commencement of the adoption leave.

If the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

(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. For the purposes of calculating vacation leave credits during the year in which adoption leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the adoption leave granted under Article 19.08(a).

(i) **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*.

19.09 Leave for Birth of Child

On the occasion of the birth of his 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.

19.10 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.

19.11 General Leave*

- (a) Employees shall be entitled to leave with pay for General Leave. The combined use of General Leave shall not exceed fifteen (15) days per fiscal year.
- (b) The immediate management supervisor may require proof of the need for such leave as she considers necessary.

(c) General Leave consists of:

(i) **Personal Illness and Injury**

An employee who is unable to perform her duties because of illness or injury for a period not exceeding three (3) consecutive working days, may be granted leave with pay up to a maximum of fifteen (15) working days per fiscal year.

(ii) **Leave for Family Illness***

In the case of illness of a member of an employee's immediate family, meaning spouse, son, daughter, father, mother, or person to whom the employee is legal guardian when no one at home other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying her immediate management supervisor, leave with pay up to five (5) working days per fiscal year, for the purpose of making such arrangements as are necessary to permit the employee's return to work. The immediate management supervisor may require proof of the need for such leave as she considers necessary.

(iii) **Leave for Emergency**

An employee shall be granted leave of absence with pay up to two (2) working days per fiscal year for a critical condition which requires her personal attention resulting from an emergency which cannot be served by others or attended to by the employee at a time when she is normally off duty.

(iv) **Leave for Medical and Dental Appointments**

Employees shall be allowed paid leave of absence up to three (3) working days per fiscal year, in order to engage in personal preventative medical and dental care.

(d) For clarification, the combined use of General Leave shall not exceed fifteen (15) days per fiscal year, and within the fifteen (15) days:

(i) leave for family illness shall not exceed five (5) days per fiscal year;

(ii) leave for emergency shall not exceed two (2) days per fiscal year;

(iii) leave for medical and dental appointments shall not exceed three (3) days per fiscal year;

- (iv) leave for personal illness and injury shall not exceed fifteen (15) days per fiscal year;
- (e) The first three days of any absence taken pursuant to Article 21, Illness/Injury Benefit, shall be counted as three (3) days of General Leave.
- (f) A new employee who is appointed subsequent to April 1 shall have her maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service she will accumulate in the fiscal year of appointment.
- (g) Employees who exhaust all or part of their fifteen (15) days' entitlement in one fiscal year will have it reinstated on April 1 of the following fiscal year.

19.12 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 15 or Article 39, whichever is applicable.

19.13 Leave for Storms or Hazardous Conditions

- (a) Time lost by an employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an employee finds it necessary to seek permission to leave prior to the end of the regular shift must 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.

- (b) Notwithstanding 19.13(a), reasonable lateness beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 19.13(a)(i), (ii), or (iii), where the lateness is justified by the employee being able to establish to the satisfaction of the immediate management supervisor that every reasonable effort has been made by the employee to arrive at her work station at the scheduled time.
- (c) No discrimination is to be practised in the administration of this Article resulting from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, car pools, etc.

19.14 Prepaid Leave

Permanent employees will be entitled to take a leave of absence financed through a salary deferral arrangement in accordance with the provisions of the Prepaid Leave Plan set out in Article 44 of this Agreement.

19.15 Leave of Absence for Political Office

- (a) In this Article "Candidate" means a person who has been officially nominated as a candidate, or is declared to be a candidate by that person, or by others, with that person's consent, in a Federal or Provincial election.
- (b) An employee who is a candidate and wishes a leave of absence shall apply to the Employer and the leave of absence shall be granted.
- (c) Where the employee withdraws as a candidate and before the election, notifies the Employer of the employee's intention to return to work, the employee is entitled to return, to the position the employee left, two weeks after the notice has been given to the Employer unless the Employer and the employee both agree to the employee returning at another time.
- (d) An employee's leave of absence to be a candidate shall terminate on the day the successful candidate in the election is declared elected unless, on or before the day immediately after ordinary polling day, the employee notifies the Employer that the employee wishes her leave of absence to be extended for such number of days, not exceeding ninety (90), as the employee states in the notice and in such case the leave of absence shall terminate as stated in the notice.
- (e) An employee on leave of absence who is an unsuccessful candidate is entitled to return to the position which that employee left. If the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

- (f) The leave of absence of an employee who is a successful candidate shall be extended from ordinary polling day of the election of which the employee is elected until two weeks after:
 - (i) the employee resigns from the position to which the employee was elected where that resignation occurs before the next election;
 - (ii) where the Assembly is dissolved for the next election, the date the employee notifies the Employer that the employee does intend to be a candidate at that next election;
 - (iii) the date nominations close for the next election if the Candidate has not been officially nominated as a Candidate; or
 - (iv) declaration day for the next election when it is official that the employee has not been re-elected, whichever is the latest.
- (g) Where an employee is elected for the second time, the leave of absence for the employee to be a Candidate terminates on the day the employee is declared elected for the second time and the employee ceases to be an employee for all purposes, including entitlement to all employee benefits, as of that day.
- (h) An employee who is not re-elected in the second election during the leave of absence may return to the position that employee left, or, where that position no longer exists the matter shall be referred to the Joint Committee on Technological Change.
- (i) During the employee's leave of absence to be a Candidate, the employee shall not be paid but the employee, upon application to the Employer at any time before the leave of absence, is entitled to pension credit for service as if the employee were not on a leave of absence and to medical and health benefits, long term disability coverage and life insurance coverage, or any one or more of them, if the employee pays both the employee's and Employer's share of the cost.

19.16 Military Leave

- (a) Where operational requirements permit, an employee may be granted leave of absence with pay to a maximum of two (2) weeks for the purpose of taking military training or serving military duty.

- (b) An employee who is given leave of absence with pay pursuant to this Article shall have deducted from her salary an amount equal to the amount paid by the Department of National Defence to her as salary.
- (c) Where an employee uses vacation entitlement for the purpose of taking military training or serving military duty pursuant to this Article, she shall receive full salary from the Employer notwithstanding amounts paid to her by the Department of National Defence.

19.17 Education Leave

- (a) The Employer may enter into individual return of service agreements with employees in relation to educational programs which extend for a period in excess for a period of six (6) calendar months and where participation in the program by the employee is voluntary. The Union shall be a party to all such agreements.
- (b) 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.
- (c)
 - (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 19.17 (c)(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 19.17(c)(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.
- (d) Upon completion of education leave pursuant to this Article, an employee shall be entitled to return to her former position. Where the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

19.18 Compassionate Care Leave*

An employee is entitled to an unpaid leave of absence to a maximum of eight (8) weeks to provide care or support to a family member in accordance with Section 60E of the *Labour Standards Code*.

ARTICLE 20 - GROUP INSURANCE

20.01 Group Life and Medical Plans

The Employer will continue to participate with employees in the provision of group life and medical plans as exist at the coming into force of this Agreement unless amended by mutual consent. The Employer agrees to pay 65% of the total premium cost for all employees covered by the health and dental care plans attached hereto and forming part of this Agreement.

20.02 Long Term Disability Plans

The terms of the long term disability plans, including those changes adopted from time to time, shall be deemed incorporated by reference into this collective agreement and shall be considered enforceable in the same way as all other provisions of this collective agreement. This provision applies to all of the plans in effect as of the signing date of this collective agreement, unless otherwise agreed by the parties.

ARTICLE 21 - ILLNESS/INJURY BENEFIT*

21.01 Short-Term Illness Leave Benefit

An employee who is unable to perform her duties because of illness or injury for a period of absence exceeding three (3) consecutive working days may be granted leave of absence at seventy-five per cent (75%) normal salary for those days in excess of the three (3) consecutive working days for each incidence of short-term illness for a maximum of one-hundred (100) days. The first three (3)

days of such absence shall be deducted from the General Leave provided for in Article 19.11.

21.02 Joint Rehabilitation Advisory Committee

Within sixty (60) days of the signing of this Agreement, the parties are to establish a Joint Rehabilitation Advisory Committee. This committee will support the Union and the Employer to:

- (a) achieve a safe and timely return to work for employees absent due to illness/injury;
- (b) develop a continuum of return to work for employees absent due to illness/injury; and,
- (c) advise on the process of rehabilitation.

21.03 Recurring Disabilities

- (a) An employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days again becomes unable to work because of the same illness or injury will be considered to be within the original short-term leave period as defined in Article 21.01.
- (b) An employee who returns to work after a period of short-term illness leave and after working thirty (30) or more consecutive work days, again becomes unable to work because of the same illness or injury, will be considered to be in a new illness leave period and entitled to the full benefits of Article 21.01.
- (c) An employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days subsequently becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new illness leave period and entitled to the full benefits of Article 21.01.
- (d) The provisions of Article 21.03(c) shall not apply to an employee who has returned to work for a trial period. In such a case, the employee will be considered to be within the original short-term leave period as defined in Article 21.01.
- (e) The Employer may require a trial period for any employee who returns to work after short term illness.

21.04 Benefits Not Paid During Certain Periods

General Leave and Short-term illness leave benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) on suspension without pay;
- (c) on a leave of absence without pay, other than leave of absence for union business pursuant to Article 13 or in the case of circumstances covered under Article 21.05.

21.05 Benefits/Layoff

- (a) When an employee is on short term illness and is deemed eligible for long term disability and is laid off, she shall be covered by both short term and long term benefits until termination of illness or disability entitlement. When such an employee has recovered or is capable of returning to work, she shall be covered by the provisions of Article 32.
- (b) During the period an employee is on layoff status, she shall not be entitled to benefits under Article 21 for an illness or disability which commenced after the effective date of layoff. When such an employee is recalled and returns to work, she shall be eligible for participation in all benefits.
- (c) The continuation of benefits payable pursuant to Article 21.05 shall include any benefits payable in accordance with the Long Term Disability Plan.

21.06 Long-Term Disability

Employees shall be covered for Long Term Disability in accordance with Article 20.02 of the Collective Agreement. The agreed upon terms and conditions of the Long Term Disability Plan shall be subject to negotiations between the parties in accordance with the provisions of the Collective Agreement. Employees covered by either the NSAHO, the Public Service LTD Plan, will continue to participate in that plan unless otherwise mutually agreed between the Union and the Employer. Employees not covered by an LTD plan shall be covered by an LTD plan agreed to by the Employer and Union.

21.07 Deemed Salary

For the purposes of calculating any salary-related benefits, including any salary-based contributions required by this Agreement, any employee on illness leave under Article 21 shall be deemed to be on 100% salary during such leave, or in accordance with Federal or Provincial Statutes.

21.08 Proof of Illness

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.

21.09 Sick Leave Application

Application for sick leave for a period of more than three (3) consecutive working days, but not more than five (5) consecutive working days, shall be made in such manner as the Employer may from time to time prescribe and when the application for sick leave is for a period of more than five (5) consecutive working days, it shall be supported by a certificate from a medical practitioner.

21.10 Unearned Credits Upon Death

When the employment of an employee who has been granted more sick leave with pay than she has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to her.

21.11 Sick Leave Records

An employee is entitled once each fiscal year to be informed, upon request, of the balance of her sick leave with pay credits.

21.12 Employer Approval

An employee may be granted sick leave with pay when she is unable to perform her duties because of illness or injury provided that she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and provided she has the necessary sick leave credits.

21.13 Alcohol, Drug and Gambling Dependency

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcoholism, drug dependency or gambling dependency, to undergo a coordinated program directed to the objective of their rehabilitation.

21.14 Confidentiality of Health Information

- (a) An employee shall not be required to provide her management supervisor specific information relative to an illness during a period of absence. However, such information shall be provided to Occupational Health Services, if required by the Employer. Occupational Health Services shall only release such necessary information to the employee's immediate management supervisor, such as the duration or expected duration of the illness, the employee's fitness to return to work, any limitations associated with the employee's fitness to work, and whether the illness is bona fide.
- (b) All employee health information shall be treated as confidential and access to such information shall only be given in accordance with this collective agreement or as authorized by law. The Employer shall store employee health information separately and access thereto shall be given only to the persons in Occupational Health Services who are directly involved in administering that information or to qualified health care professionals retained by Occupational Health Services.
- (c) The Employer shall provide access to health information held in its Occupational Health Department relating to an employee upon a request, in writing, from that employee. Where an employee requests health information about an issue that has become the subject of a grievance, the employee shall promptly provide the Employer with all health information obtained from the Employer's Occupational Health Department which is arguably relevant to the grievance. All information provided through this process shall be treated as confidential by the Employer and shall be used exclusively for the purpose of reaching a resolution of the grievance in question or, where applicable, adjudicating issues in dispute through the arbitration process.

21.15 Report of Injuries

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

21.16 Employee Entitlement*

- (a) Except as provided for in Memorandum of Agreement #1, 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 Article 19.11, General Leave, and/or Article 21.01, Short-term

Illness Leave Benefit, for the illness or injury which is covered by the *Workers' Compensation Act*.

- (b) Where the employee has exhausted credits under Article 21.16 (including Grandfather Sick Leave Bank credits) an employee may receive a Workers' Compensation Board (WCB) equivalent payment in accordance with the following:
 - (i) The payment will be an amount approximately equal to the payment that WCB may approve.
 - (ii) The employee agrees that if WCB benefits are approved, such benefits will be reimbursed directly to CDHA.
 - (iii) The employee agrees that if WCB is not approved the employee will be required to file a claim for STI benefits under the provisions of Article 21.
 - (iv) The employee agrees that any period of STI that may be approved subsequent to the denial of WCB benefits will be reconciled against WCB equivalent for that same period.
 - (v) The employee agrees that any period for which an employee is paid WCB equivalent payment for which neither WCB or STI is granted, such payment will be fully recovered from the employee. A signed promissory note indicating the agreement to re-pay these funds will be required prior to receiving the WCB equivalent payment.
- (c) WCB equivalent payment will not exceed one hundred days.
- (d) WCB equivalent payment will commence for any pay period for which no pay or WCB benefit is received.
- (e) WCB equivalent payment will cease in the event that either STI or WCB is approved, if STI and WCB are declined or one hundred days from date of absence, whichever is earliest.

21.17 Recurring Disability

An employee who ceases to be an employee and suffers a recurrence of a disability resulting from an injury on the job while in the employ of the Employer will receive benefits in accordance with the provisions of the *Workers' Compensation Act*.

21.18 Alternate Medical Practitioner

For the purpose of this Article,

- (a) the Employer may require that the employee be examined by an alternate medical practitioner. If the employee is dissatisfied with the alternate medical practitioner selected by the Employer, the employee shall advise the Employer accordingly, in which case the Employer will provide the employee with the names of three (3) practitioners and the employee will select one (1) of the three.
- (b) Where the Employer refers an employee to an alternative medical practitioner pursuant to this Article, and where medical fees in excess of those covered by Medical Services Insurance are incurred by the employee, the Employer shall pay the cost of these fees.

21.19 Ongoing Therapy

An employee who is participating in a scheduled ongoing series of treatments or therapy shall be eligible to accumulate time off for such purposes in order that it may be credited under the provisions of Short Term Illness Leave. In order to be deemed as ongoing treatment or therapy, the time between successive sessions shall not exceed thirty (30) days.

ARTICLE 22 - EMPLOYEE PERFORMANCE REVIEW & EMPLOYEE FILES*

22.01 Employee Performance Review

- (a) The Employer shall endeavour to conduct a formal written review of an employee's performance annually.
- (b) When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss, sign and make written comments on the review form in question and the employee is to receive a signed copy to indicate that its contents have been read. An employee shall be entitled to a minimum of forty-eight (48) hours to review the performance review prior to providing any response to the Employer, verbally or in writing, with respect to the evaluation.
- (c) Peer Performance Review is voluntary in the sense that the employee to be evaluated may decline to participate in the peer performance review. It is also voluntary in the sense that an employee being asked to participate

in the review by commenting on the employee being evaluated, may decline.

22.02 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)* Subject to paragraph (c) below, notice of a disciplinary action which may have been placed on the personal file of an employee shall be destroyed after four (4) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- (c) 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 provided 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.

22.03 Notice of Performance Improvement Requirements

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

22.04 Employee Access to Personnel File

Employees shall have access to their personnel files upon reasonable notice. 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 23 - DISCIPLINE AND DISCHARGE*

23.01 Just Cause

No employee who has completed her probationary period shall be disciplined, suspended without pay or discharged except for just and sufficient cause.

23.02 Notification

Where an employee is disciplined, suspended without pay or discharged, the Employer shall, within ten (10) days of the discipline, suspension or discharge notify the employee and the Union in writing by registered mail or personal service stating the reason for the discipline, suspension or discharge.

23.03 Grievances

Where an employee alleges that she has been discharged in violation of Article 23.01, 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 discharge, whichever is later, invoke the grievance procedure including provisions for Arbitration contained in Article 26, and for the purpose of a grievance, alleging violation of Article 23.01 she may lodge her grievance at the final level of the grievance procedure.

23.04 Union Representation*

When an employee is required to attend a meeting where formal discipline, other than a verbal warning, will be imposed, she may be accompanied by a Union representative provided that this does not result in any undue delay of appropriate action being taken.

ARTICLE 24 - NOTICE OF RESIGNATION*

24.01 Notice of Resignation

If an employee desires to terminate her employment, she shall endeavour to forward a letter of resignation to the Employer 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.

24.02 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.

24.03 Failure to Give Notice

- (a) An employee who fails to give notice required by Article 24.01, or who is deemed to have resigned by virtue of 24.02, 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 24.02(b), then any deductions made pursuant to 24.03(a) shall be reinstated.

24.04 Acknowledgment of Letters of Resignation

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

24.05 Withdrawal of Resignation*

An employee who has terminated her employment through resignation, may withdraw her resignation within three (3) of the time it was submitted to the Employer.

ARTICLE 25 - GRIEVANCE PROCEDURE*

25.01 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.

For purposes of Article 25, the immediate management supervisor in a grievance relating to a job selection decision shall be the manager responsible for the selection decision in question.

- (b) The supervisor shall answer the dispute within two (2) 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, a meeting or meetings with the Union representative named in the grievance and the Employer's designated representative, shall be arranged at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure, if requested by either party. Where a meeting or meetings are not requested by either party, the Employer shall provide a response to the grievance, as outlined in the grievance procedure below.

25.02 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.

25.03 (a) 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 Vice-President 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 Vice-President 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.

(b) 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.

25.04 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 26.

25.05 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.

25.06 Time Limits

In determining the time in which any step under the foregoing proceedings or under Article 26 is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded.

25.07 Amending of Time Limits

The time limits set out in the grievance procedure or under Article 26 may be extended by mutual consent of the parties to this Agreement.

25.08 Policy Grievance

Where either party disputes the general application or interpretation of this Agreement, the dispute may be discussed with the Employer's Vice-President responsible for Human Resources, or such person designated by that individual, or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be resolved pursuant to Article 26. This section shall not apply in cases of individual grievances.

25.09 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 26 – ARBITRATION

26.01 Notification

Either of the parties may, after exhausting the grievance procedure in Article 25, 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.

26.02 Referral to Arbitration

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.

26.03 Relief Against Time Limits

The time limit for the initial submission of the written grievance under Article 25 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.

26.04 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 26.01, 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 26.01. 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.

26.05 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.

26.06 Arbitration Award

All 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.

26.07 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 27 - JOINT CONSULTATION

27.01 Joint Consultation

- (a) The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter discussions on matters of common interest and mutual concern.
- (b) The parties agree to establish a committee consisting of not more than two (2) representatives of each of the bargaining units 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 (Group Life, Medical, Dental and Retirement Benefits).

ARTICLE 28 – TRAVEL*

28.01 Employer's Travel Policy*

- (a)* The Employer's travel policy, dated September 2008, shall apply to all employees covered by this Agreement.
- (b) The rates in the Employer's travel policy, including the rates specified in this Article, may be amended upwards from time to time.

28.02 Kilometrage Allowance*

An employee who is authorized to use a privately owned automobile on the Employer's business shall be paid a kilometrage allowance of \$0.4015 cents per kilometer.

The Employer will adopt the civil service kilometrage rate effective the date of a tentative agreement being reached between the parties, provided that such agreement is subsequently ratified. Thereafter adjustments will be made in accordance with, and on the same effective dates as adjustments to the civil service rate.

28.03 Other Expenses

- (a) Reasonable expenses incurred by employees for approved business or education travel for the Employer shall be reimbursed by the Employer to the following maximums:

Breakfast	\$6.00
Lunch	\$12.00
Dinner	\$20.00
Incidentals	\$5.00

With the express approval of management, an employee may, upon the provision of receipts, be reimbursed for actual cost of meal expenses.

Reimbursement for Accommodations shall not be less than the actual cost to the employee.

- (b) Article 28.03(a) does not include meal, accommodations, and other routine employee expenses normally incurred in the course of the employee's work day. In the event the employee's work requires her to be beyond a sixteen (16) kilometer radius of the Employer's premises during the employee's recognized lunch meal period, the employee is entitled to the \$12.00 lunch allowance pursuant to Article 28.03(a).
- (c) Reasonable expenses incurred by employees on the business of the Employer shall be reimbursed by the Employer, provided approval for the expenditure has been obtained.

28.04 Transportation To/From Work*

An employee who is required to travel to and from work between the hours of 2400 and 0600 shall be entitled to be reimbursed for actual transportation expenses incurred to a maximum of \$10.00 each way per shift or \$0.4015 per kilometre to the above-mentioned maximum.

ARTICLE 29 - RETIREMENT ALLOWANCE*

29.01 Retirement Allowance*

- (a)* An employee who resigns or who retires from employment and is immediately eligible for and commences receipt of pension under the CDHA pension plan, immediately following the resignation / retirement shall be granted a Retirement Allowance equal to one (1) week's pay for each year of service to a maximum of twenty-six (26) years. The Retirement Allowance will include a prorated payment for a partial year of service.

- (b) The amount of Retirement Allowance provided under (a) shall be calculated by the formula:

$$\frac{\text{Annual Salary}}{52} = 1 \text{ week}$$

- (c)* The entitlement of an employee to a Retirement Allowance shall be based on an employee's total service as defined in Article 1.02. A person can only receive a retirement allowance once, based on the same year(s) of service.
- (d) In addition to the months of service upon which an employee's Retirement Allowance entitlement is calculated pursuant to (c), the months of prior War Service purchased by an employee in accordance with the amendment to Section 11 of the Public Service Superannuation Act, shall be included as months of service for the purpose of Retirement Allowance entitlement calculation.
- (e) Where an employee dies and she would have been entitled to receive a Retirement Allowance if she had retired immediately before her death, the Retirement Allowance to which she would have been entitled shall be paid:
- (i) to her beneficiary under the Group Life Insurance Policy; or
 - (ii) to her estate if there is no such beneficiary.
- (f) Where the person to whom a Retirement Allowance is payable has not attained the age of nineteen (19) years or, in the opinion of the Governor in Council, is not capable of managing her affairs by reason of infirmity, illness or other cause, the Retirement Allowance shall be paid to such person as the Governor in Council directs as trustee for the benefit of the person entitled to receive the Retirement Allowance.
- (g) The salary which shall be used to calculate the amount of the Retirement Allowance in accordance with this Article shall be the highest salary the employee was paid during her employment with the Employer.

29.02 Applicable Employees

This provision is applicable only to employees who retire on or after November 1, 2006.

29.03 Retiree Benefits

For all retired employees, the Employer agrees to pay sixty-five percent (65%) of the total premium cost of the medical plan provided for employees, and fifty percent (50%) of the total premium cost of life insurance provided for employees.

ARTICLE 30 - THE PENSIONS

30.01 Coverage of Employees

- (a) Employees who are presently covered by a pension plan shall continue to be covered by the terms of that plan, subject to any mutual agreement to the contrary.
- (b) Employees not presently covered by a pension plan shall be brought under the terms of the AHO Plan unless altered by mutual agreement of the parties.

ARTICLE 31 - HEALTH AND SAFETY

31.01 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.

31.02 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, and appropriate federal acts and regulations. Any breach of these obligations may be grieved pursuant to this Agreement.

31.03 Joint Occupational Health and Safety Committee

- (a) The Employer shall establish and maintain one (or more) Joint Occupational Health and Safety Committee as provided for in the *Occupational Health and Safety Act*.

- (b) The committee(s) shall consist of such number of persons as may be agreed to by the Employer and the Union.
- (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 31.03(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 Union; or
 - (3) as are established by the Regulations of the *Occupational Health and Safety Act*.

31.04 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 31.04(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 31.04(b)(i) and (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 31.04(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 31.04(c), shall be compensated in accordance with Article 31.04(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 Article 31.04(c), where an employee refuses to do work pursuant to Article 31.04(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 31.04(a).
- (f) Where an employee is reassigned to other work pursuant to Article 31.04 (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 31.04(a) and has not been reassigned to other work pursuant to Article 31.04 (e), the Employer shall, until Article 31.04 (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 Article 31.04(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 31.04 (a) is inherent in the work of the employee.

31.05 Restriction on Assignment of Work Where Refusal

Where an employee exercises the employee's right to refuse to work pursuant to Article 31.04(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

the employee's rights pursuant to Article 31.04.

31.06 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.

31.07 Protection of Pregnant Employees

A pregnant employee who works with machinery or equipment 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.

31.08 Uniforms and Protective Clothing

- (a) Should the Employer determine that uniforms are a requirement, the Employer shall provide the uniforms as follows:
 - (i) Where a uniform consists of two (2) pieces, a full time employee may select a total of eight (8) pieces, in any combination. A part-time employee may select a total of five (5) pieces, in any combination.
 - (ii) Where a uniform consists of a single piece, a full time employee will be provided with four (4) uniforms. A part-time employee will be provided with three (3) uniforms.

It shall be the responsibility of the employee to clean the clothing.

- (b) Employees required to work in the open in inclement weather or in refrigerated areas shall be supplied with reasonable protective clothing when so engaged. Such clothing shall be returned after use.
- (c) When required by the Employer, special safety and protective clothing shall be provided.

- (d) 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.

31.09 Safety Footwear

Except for those employees covered by a footwear voucher system, an employee who is required to wear designated safety footwear shall be reimbursed for the actual designated safety footwear costs to a maximum of \$125 per year, tax included.

ARTICLE 32 - JOB SECURITY*

32.01 Joint Committee on Technological Change

- (a) Within sixty (60) days of the signing of this Agreement, the parties are to establish a Joint Committee on Technological Change of equal representation of the Union and the Employer for the purpose of maintaining continuing cooperation and consultation on technological change and job security. The committee shall appoint additional representatives as required.
- (b) The Joint Committee on Technological Change shall consult as required to discuss matters of concern between the parties related to technological change and circumstances identified in Article 32.07, and 32.13. The parties may agree to consult by telephone.
- (c) The Joint Committee on Technological Change 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 Joint Committee on Technological Change with as much notice as reasonably possible of expected redundancies, relocations, re-organizational plans, technological change and proposed contracting out of work.
- (e) It is understood that the Joint Committee on Technological Change provided for herein shall be a single committee to cover all bargaining units represented by the Union.

32.02 Definition

For the purposes of this Article, "technological change" means the introduction of equipment or material by the Employer into its operations, which is likely to affect the job security of employees.

32.03 Introduction

The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on employees and services to the public.

32.04 Notice to Union

The Employer will give the Union written notice of technological change at least three (3) months prior to the date the change is to be effected. During this period the parties will meet to discuss the steps to be taken to assist employees who could be affected.

32.05 Training and Retraining

- (a) Where retraining of employees is necessary, it shall be provided during normal working hours where possible.
- (b) Where the Employer determines a need exists, and where operational requirements permit, the Employer shall continue to make available appropriate training programs to enable employees to perform present and future duties more effectively.
- (c) The duration of the training/retraining under this Article shall be determined by the Employer and does not include courses or programs offered by a party other than the Employer.

32.06 Application

For the purposes of this Article "employee" means a permanent employee, or a casual employee who, pursuant to Article 38.04 (m), has the rights of a permanent employee.

32.07 Union Consultation

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.

32.08 Transition Support Program

- (a) All references within this Article to the Transition Support Program relate to the Program outlined in Article 33. 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.

32.09 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, subject to Article 35.02(e), have the right to be placed in a vacancy in the following manner and sequence:
 - (1) a position in the employee's same position classification/classification grouping;
 - (2) 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 32 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, the maximum salary of which is less than the maximum salary of the employee's current classification, the employee shall be granted salary protection in accordance with Item 1.5 of Article 33.
- (e) Where a vacancy exists which has a higher maximum salary than that of an employee's classification, the position shall be posted as agreed between the parties provided that the resulting vacancy shall then be dealt with in accordance with this agreement.

32.10 Volunteers

- (a) When the Employer determines after placement pursuant to Article 32.09, 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 Article 33.
- (b) If there are more volunteers than redundancies, then the most senior volunteers shall be offered the TSP payment.

32.11 Insufficient Volunteers

If there are insufficient volunteers pursuant to Article 32.10, the Employer shall identify remaining redundant employees and these employees shall have placement rights pursuant to Article 32.09 or, where available, they shall be entitled to receive a TSP payment.

32.12 Layoff Notice

- (a) If there are remaining redundant employees after Article 32.10 and 32.11, the Employer shall give layoff notice to the most junior employee(s) pursuant to Article 32.14 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.

32.13 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.

32.14 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.

32.15 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 32.18;
 - (iii) to accept the Transition Support Program.

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.

32.16 Pay in Lieu of Notice

Where the notice required by Article 32.15 is not given, the employee shall receive pay, in lieu thereof, for the amount of notice to which the employee is entitled.

32.17 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, subject to Article 35.02(e), 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; or
 - (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 32.17 may elect at any step, beginning with Article 32.15, to accept layoff and be placed on the recall list or to resign with severance pay in accordance with Article 32.24(g)(ii).
- (c) An employee who is displaced pursuant to Article 32 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.

32.18 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 all bargaining units.
- (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, unless she refuses in accordance with Article 35.02(e). 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.

32.19 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.

32.20 Loss of Seniority

An employee shall lose seniority and shall be deemed to have terminated her bargaining unit position in the event that:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns;
- (c) the employee is laid off for more than twelve (12) consecutive months without recall; or
- (d) the employee has been appointed in an acting capacity to a position excluded from the bargaining unit for a period in excess of eighteen (18) months, in accordance with Article 34.12(e).

32.21 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.

32.22 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.

32.23 Layoff Exception*

Notwithstanding 32.24 (Contracting Out), an employee who has nine (9) years' 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.

32.24 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 Article 33 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 32.24(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 32.24(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 32.24(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 32.24(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, the salary of which is at least seventy-five percent (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 (3) 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:

$$\frac{\text{bi-weekly rate} \times 26}{12} = \text{one (1) month}$$

- (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 Payment Offer**

If, after the first offer of TSP Payment, there are employees remaining in positions which have been declared redundant, a second offer of a 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 32.24(g).

(i) **Further TSP Payment 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 33 – TRANSITION SUPPORT PROGRAM*

33.01 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 Committee on Technological Change 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 Committee on Technological Change

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 Committee on Technological Change. 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 Committee On Technological Change and as soon as is reasonably possible following the seventy-two (72) hour response time.
- Step 4: Employees shall, within seven (7) days following a meeting with a representative of Human Resources, 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 32 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 32.12 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 above. 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 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.

Where the employee's previous rate of pay is equal to or less than the rate of twenty-five thousand (\$25,000) per year, or less, that rate of pay shall be maintained (subject to any regular Collective Agreement regulated changes) for a period of eighteen (18) months, after which the rate of pay will be reduced to the maximum of the lower-paying position.

1.6 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.

1.7 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.

1.8 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.

1.9 TSP Severance Payment*

The amount of TSP payment shall be equivalent to four (4) 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. An employee who resigns in accordance with these provisions and is eligible to receive a pension under the CDHA Pension Plan and commences receiving the pension immediately following the completion of the TSP payment, shall also be entitled to receive the Retirement Allowance under Article 29 of the Collective Agreement. The maximum combined TSP and Retirement allowance payment shall not exceed fifty-two (52) weeks. The retirement allowance will be paid to the employee at the earliest opportunity in accordance with the provisions of the *Income Tax Act of Canada*.

1.10 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) will be used.

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 for the length of the TSP payment period. During such period the contributions will be cost shared in accordance with Article 20.01 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: Capital District Health Authority, IWK Health Centre, Cape Breton Healthcare Complex and all District Health Authorities. An employee in receipt of a TSP payment who is re-employed with 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 EAP programs available to health sector employees in the province.

1.16 Transition Allowance

Employees who resign with a TSP payment will be eligible for a transition allowance up to a maximum of \$2,500. 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 kilometers or more from the site of their previous 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.

ARTICLE 34 - PAY PROVISIONS*

34.01 Rates of Pay*

- (a) The rates of pay set out in Appendix 3 shall form part of this Agreement and shall incorporate the 1% adjustment to the rates of pay in effect as of November 1, 2009.
- (b) Effective November 1, 2010 the rates of pay in effect as of November 1, 2009 shall be increased by 1%.

34.02 Rate of Pay Upon Appointment

Subject to Article 34.03, the rate of compensation of a person upon appointment to a position shall be the minimum rate prescribed for the class to which she is appointed.

34.03 Exception

The rate of compensation of a person upon appointment to a position may be at a rate higher than the minimum rate prescribed for the class if, in the opinion of the Employer, such higher rate is necessary to affect the appointment of a qualified person to the position or if the person to be appointed to the position has qualifications in excess of the minimum requirements for the position.

34.04 Rate of Pay Upon Promotion

Subject to Article 34.05, the rate of compensation of a person upon promotion to a position in a higher pay range shall be at the next higher rate or the minimum of the new class, whichever is greater, than that received by the employee before the promotion.

34.05 Exception

The rate of compensation of an employee upon promotion to a position may be at a rate higher than that prescribed in Article 34.04 if, in the opinion of the Employer, such higher rate is necessary to effect the promotion of a qualified person to the position.

34.06 Rate of Pay Upon Demotion

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

34.07 Anniversary Date

The anniversary date of an employee shall be the first day of the month in which employment occurs if the employee reported for duty during the first seven (7) calendar days of the month in which she was employed, or the first day of the following month if the employee reported for duty later than the seventh calendar day of the month. The anniversary date will only change to the first day of another month if:

- (a) the employee is reclassified, at which time the date of the reclassification becomes her new anniversary date;
- (b) the employee has been on leave of absence without pay, in which case the employee's anniversary date will be moved forward by the amount of time which the employee was on leave without pay, unless otherwise provided in this Agreement.

34.08 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 she is recommended and an increment is available in her present pay range, and on the same date her salary shall be adjusted upward to comply with the provisions of Articles 34.04 and 34.05.

34.09 Salary Increments

The Employer, except as provided for in Article 34.10, may grant an increment for meritorious service after an employee has served for a period of twelve months following the first day of the month established in Article 34.07 or twelve (12) months following the date of a change in her rate of compensation as established in Articles 34.03, 34.04, or 34.06.

34.10 Notice of Withheld Increment

When an increase provided for in Article 34.09 is withheld, the reason for withholding shall be given to the employee in writing by the Employer.

34.11 Granting of Withheld Increment

When an increase provided for in Article 34.09 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.

34.12 Acting Pay

- (a) Where an employee is designated to perform for a temporary period the principal duties of a higher position, she shall receive payment of acting pay equivalent to five (5%) percent higher than her existing rate of pay for the first three days of the temporary period. In the event that the employee works beyond three days she will receive acting pay equivalent to ten (10%) percent higher than her existing rate of pay from the fourth day onward, provided that in no case shall the rate for any temporary 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 eighteen (18) months the provisions of Article 32.20(d) shall apply.

34.13 Shift Premium*

Effective October 31, 2011, an employee shall receive a shift premium of one dollar and seventy-five cents (\$1.75) 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.

34.14 Week-end Premium*

Effective October 31, 2011, an employee shall receive a week-end premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked between the hours of 0001 Saturday and 0700 Monday.

ARTICLE 35 - REASSIGNMENT

35.01 Circumstances

In circumstances where there is a staff need in a work area and a surplus of employees in another work area, and where employees essentially perform the same function as employees in the same classification or position classification title series, and where the Employer does not plan to increase the complement of staff, the Employer may, in accordance with Article 35.02 or Article 35.03, reassign an employee(s) within the same classification or position classification title series.

35.02 Reassignment

- (a) The employer will notify employees of the need by inviting expressions of interest.
- (b) When informing employees regarding a reassignment, the Employer shall indicate the necessary qualifications, skills and ability, reflecting the functions of the job concerned, required to perform the duties of the position in question.
- (c) Where it is determined by the Employer that:
 - (i) two or more employees for such a reassignment are qualified; and
 - (ii) those employees are of equal merit, preference in selecting the employee for the reassignment shall be given to the employee with the greatest length of seniority.

- (d) Where the Employer does not receive any qualified employees' expression of interest in accepting the reassignment, the most junior employee pursuant to (b) in the work area shall be reassigned.
- (e) For the purposes of Articles 32 and 35 of the Collective Agreement, the Employer agrees to take all reasonable measures (including consultation in accordance with Article 32.01) to mitigate any undue hardship on an employee who is reassigned from the Eastern Shore Memorial Hospital, Hants Community Hospital, Musquodoboit Valley Memorial Hospital and Twin Oaks Memorial Hospital to any other site or from the Cobequid Multi Service Centre, the Dartmouth General Hospital, the Nova Scotia Hospital (including the East Coast Forensic Psychiatric Hospital) and the Queen Elizabeth II Health Sciences Centre to the Eastern Shore Memorial Hospital, Hants Community Hospital, Musquodoboit Valley Memorial Hospital or Twin Oaks Memorial Hospital.

35.03 Emergencies

If the circumstances are of an urgent nature or an emergency, the Employer may reassign employees within the same classification or position classification title series, pending the completion of the reassignment process as outlined in Article 34.02.

35.04 Job Postings

The Employer's right to fill vacancies in accordance with this provision shall not be used to avoid the posting of vacancies in accordance with Article 10. The Employer shall not exercise the right to reassign in an unreasonable or arbitrary manner. The Employer may post a position in any circumstances in which the Employer deems this warranted.

35.05 Grievances

Before a grievance on reassignment is referred to arbitration, the circumstances are to be reviewed by the Joint Committee on Technological Change.

35.06 Notification to the Union

The Employer will notify the Union of all employees reassigned pursuant to Article 35.02.

ARTICLE 36 - EMPLOYER'S LIABILITY

36.01 Employer's Liability

- (a) The Employer, the Union, and the employees agree to be bound by the Employer's "Legal Support for Employees" policy, dated March, 1997. For clarification it is understood that this includes providing legal support to:
 - (i) 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 CDHA; and
 - (ii) 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 CDHA, so long as the employee was acting without criminal intent.
- (b) Any amendments made to the said policy shall not diminish the right of any employee as established in the Policy dated March, 1997.

ARTICLE 37 - CASUAL EMPLOYEES

37.01 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.

37.02 Exceptions

The articles not applicable to casual employees, except as provided in Article 38, are:

- (a) Service (Article 1.02)
- (b) Time off for Union Business (Article 13)
- (c) Appointment (Article 9)
- (d) Hours of Work (Article 14)
- (e) Overtime (Article 15)
- (f) Vacations (Article 17)
- (g) Holidays (Article 18)
- (h) Leaves (Article 19)
- (i) Illness/Injury Benefit (Article 21)
- (j) Pensions (Article 30)
- (k) Group Insurance (Article 20)
- (l) Long Term Disability (Article 21.06)

- (m) Retirement Allowance (Article 29)
- (n) Job Security (Article 32)
- (o) Part-Time Employees (Article 39)
- (p) Educational Premiums (Article H2.04)
- (q) Prepaid Leave (Article 44)

37.03 Appointment

A casual employee shall be appointed on a non-permanent basis and is not obliged to report to work when called subject to Article 38.03 (c).

37.04 Probationary Period

- (a) Notwithstanding Article 37.03, a newly hired casual employee may be appointed to her position on a probationary basis for a period not to exceed 495 hours of time actually worked or twelve (12) months, whichever is greater.
- (b) The Employer shall, after the employee has served as a casual on a probationary basis for the period indicated in Article 37.04 (a), confirm the appointment.
- (c) A casual employee who has completed her probationary period and whose employment has been terminated for any reason and who is reappointed as a casual within twelve (12) months from the date of termination shall not have to complete another probationary period.

37.05 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 wilful 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.

37.06 Assignment of Casual Employees

Casual employees shall be offered work in accordance with Article 38.

37.07 Pay in Lieu of Benefits

A casual employee shall receive an additional eleven (11%) per cent of her straight time pay in lieu of benefits (e.g., vacation, holidays, etc.) under this Agreement. This shall be paid to the employee with each bi-weekly pay.

37.08 Overtime

A casual employee shall be entitled to overtime compensation at one and one-half (1 ½) times her rate of pay when she works in excess of the bi-weekly hours for the classification.

37.09 Holiday Pay

A casual employee who works on a designated holiday defined in Article 18.01 shall be paid two (2) times her regular rate for all hours worked on Christmas Day, and one and one-half (1 ½) times her regular rate for all hours worked on any other designated holiday.

37.10 Overtime on a Holiday

A casual employee who works overtime on a designated holiday as defined in Article 18.01 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 holidays.

37.11 Leaves

- (a) A casual employee filling Relief Assignments shall be entitled to the following leaves:
 - (i) Bereavement Leave (Article 19.02);
 - (ii) Selection/Promotion Process Leave (Article 19.05);
 - (iii) Pregnancy Leave (Article 19.06(a) to (n)) but without Pregnancy Allowance (Article 19.06(o));
 - (iv) Leave for Birth of Child (Article 19.09);
- (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 19.02(a), the casual employee shall receive paid leave only for those shifts previously scheduled within the said seven (7) calendar days.

37.12 Rate of Pay upon Appointment

Subject to Article 37.14, the rate of compensation of a casual employee shall be the minimum rate prescribed for the classification to which she is appointed.

37.13 Exception to Rate of Pay

The rate of compensation of a casual employee may be at a rate higher than the minimum rate prescribed for the classification if, in the opinion of the Employer, such higher rate is necessary to affect the appointment, or if the casual employee to be appointed has qualifications in excess of the minimum requirements.

37.14 Pay Increments

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

37.15 No Avoidance

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

37.16 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 38.03 (c), shall cease to be an employee.

37.17 Headings

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

ARTICLE 38 - LONG ASSIGNMENTS, SHORT ASSIGNMENTS, AND RELIEF ASSIGNMENTS

38.01 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.

38.02 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 32.

38.03 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 38.01 may have her name placed on a Work Area Specific Casual List. Such employee may also have her name 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 an assignment when offered. However, if an employee is consistently unavailable when called for work on a unit, she shall be struck from that Unit 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.

38.04 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 months; and for staffing special projects.

(b) Except in the circumstances outlined in paragraph (c) below, Long Assignments shall be posted in accordance with Article 10.

(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 38.05. 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 (15) days paid vacation leave pro-rated for the designation and the duration of her assignment.
- (f) Notwithstanding Article 37.02, a casual employee who accepts a Long Assignment shall only be excluded from the following benefits:
 - (i) Vacation (Article 17)
 - (ii) Pregnancy Leave Allowance (Article 19.06(o))
 - (iii) Adoption Leave Allowance (Article 19.08(j))
 - (iv) Prepaid Leave (Article 19.14 and 44)
 - (v) Leave of Absence for Political Office (Article 19.15)
 - (vi) Military Leave (Article 19.16)
 - (vii) Education Leave (Article 19.17)
 - (viii) Retirement Allowance (Article 29)
 - (ix) Job Security (Article 32)
 - (x) Job Sharing (Article 40)
 - (xi) Long Term Disability (Article 21.06)
- (g) All benefits enjoyed by a casual employee in a Long Assignment shall be pro-rated, if appropriate, for the designation and duration of the Assignment.
- (h) A casual employee who accepts a Long Assignment shall be entitled to:
 - (i) Group Insurance (Article 20), Medical Benefits, and at the casual employee's option, Pension (Article 30), pro-rated for the designation of the Long Assignment if the designation of the Long Assignment is .4 FTE but less than full time;
 - (ii) Group Insurance (Article 20), Medical/Dental Benefits, and, at the casual employee's option, Pension (Article 30), if the designation is full time;
 - (iii) Effective July 1, 1999, Article 38.04 (h)(ii) shall apply to all casuals who accept a Long Assignment of .4FTE or greater.
- (i) A casual employee who accepts a Long Assignment will be scheduled in accordance with Article 14 of this Agreement.
- (j) Overtime shall be granted in accordance with Article 15 or Article 39, 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, the matter shall be referred to the Joint Committee on Technological Change.
- (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 Assignment(s) extends beyond four (4) years, a casual employee in such Assignment(s) shall receive all benefits a permanent employee would receive.

38.05 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 38.05 (b), it shall be posted in accordance with Article 10.
- (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 the following benefits, prorated, if applicable for the designation of her Assignment:
 - (i) fifteen (15) days' unpaid vacation per year;
 - (ii) Leave for Union Business (Article 13);
 - (iii) Leaves (Article 19), excluding Pregnancy Leave Allowance, Adoption Leave Allowance, General Leave, Leave of Absence for Political Office, Prepaid Leave, Military Leave, Education Leave (Articles 19.06(o), 19.08(i), 19.11, 19.14, 19.15, 19.16 and 19.17;

- (iv) General Leave, except that leave for personal illnesses or injuries shall not be limited to periods of three (3) days or less (Article 19.11).
- (v) Eleven percent (11%) in lieu of benefits.
- (g) A casual employee who accepts a Short Assignment will be scheduled in accordance with Article 14 of this Agreement.
- (h) Overtime shall be granted in accordance with Article 15 or Article 39, whichever is applicable to the Assignment.
- (i) When a Short Assignment ends, a permanent employee shall return to her previous position, or if that position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.
- (j) When the Short Assignment ends, a casual employee shall return to the Unit Specific Casual List(s).

38.06 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.

38.07 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.

38.08 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.

38.09 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.

38.10 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) days prior to the date of discontinuance.
- (c) The Employer will notify the Union when a Long Assignment or Short Assignment is discontinued.

38.11 Pay in Lieu of Notice

Where less notice in writing is given than required in Article 38.10(b), an employee shall continue to receive her pay for the number of days for which the notice was not given.

38.12 Completion of Assignments

- (a) Subject to paragraph (b), an employee who accepts a Long or Short Assignment cannot commence another such assignment until the employee's existing assignment is completed.
- (b) The restriction above in paragraph (a) will not apply in cases where a subsequent assignment arises in the same classification and where the employee would not require additional training or orientation to perform the duties of the subsequent assignment.

38.13 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 38.04 (f)(i) and (ii).

38.14 Overtime Restrictions

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

38.15 Headings

The headings in this Article 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 39 - PART-TIME EMPLOYEES

39.01 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.

39.02 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, except as otherwise agreed to by the Parties.

39.03 Hours Worked

- (a) "Hours worked" for a part-time employee shall mean the employee's designated hours of work.
- (b) Although not "hours worked" as applicable in this Article, when a part-time employee works a relief assignment, she shall receive an additional eleven percent (11%) over and above her current rate of pay in lieu of benefits for the relief assignment.

39.04 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.

39.05 Unpaid Leave

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

39.06 Bereavement Leave

An employee who has a death in her immediate family shall receive seven (7) calendar days leave pursuant to Article 19.02(a), however, the minimum hours of paid leave shall be pro-rated as to the employee's designation. All other bereavement leaves pursuant to Article 19.02 shall not be pro-rated.

39.07 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.

39.08 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 (7) 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.

39.09 Group Insurance

- (a) Part-time employees (.4 FTE or greater) will be covered by a medical plan which is equivalent in coverage to the health care plan covering full-time employees. The Employer will pay 65% of the total premium cost for such health care coverage. The employee agrees to pay 35% of her total premium cost.
- (b) Part-time employees (.4 FTE or greater) 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) Part-time employees are entitled to coverage pursuant to the Long Term Disability Plan applicable to full-time employees covered by this collective agreement.

39.10 Pension

- (a) Part-time employees who are presently covered by a pension plan shall continue to be covered by the terms of that plan.
- (b) Part-time employees not presently covered by a pension plan shall be brought under the terms of one of the existing plans, as determined by mutual agreement of the parties.

39.11 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 40 - JOB SHARING

40.01 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.

40.02 Part of Collective Agreement

The terms and conditions of job sharing arrangements agreed to by the parties will form part of the Collective Agreement.

40.03 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.

40.04 Existing Employees Only

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

40.05 Operational Requirements

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

40.06 Qualifications

Both employees in a job-sharing arrangement must be permanent employees, one of whom is the incumbent of the position to be job-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 job-shared.

40.07 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 the appropriate application form to the immediate management supervisor of the position to be job shared.

40.08 Period of Job Share

A position will be shared for a minimum of six (6) months and a maximum period of two (2) years. Any extension beyond the two-year (2) maximum term 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 full-time position they held prior to entering into the job-sharing arrangement.

40.09 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.

40.10 Service

Employees will be credited with one-half ($\frac{1}{2}$) month's service for 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, increment in vacation entitlement, etc. will remain unchanged as if the employee were working on a full-time basis.

40.11 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. Time worked by an employee in addition to their scheduled hours of work will be compensated in accordance with Articles 39.03 and 39.08.

40.12 Pro-Rating of Benefits

The following benefits will be pro-rated in accordance with this Article:

- (a) **Holidays** - Each employee will be entitled to one-half ($\frac{1}{2}$) the paid holidays provided for under Article 18 of the Agreement.
- (b) **General Leave** - One-half ($\frac{1}{2}$) of the entitlement provided for under Article 19.
- (c) **Short Term Illness** - One-half ($\frac{1}{2}$) the entitlement provided for in Article 21, up to a maximum of the equivalent of fifty (50) days at the appropriate full-time salary level.
- (d) **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 held prior to entering the job-sharing arrangement.

- (e) **Other Paid Leaves** - One-half (½) the entitlement provided for in this Agreement.
- (f) **Group Life Assurance** - Cost sharing of premiums and benefit entitlement will be based on one-half (½) the employee's normal full-time salary.
- (g) **Monthly Allowances/Premiums** - One-half (½) the entitlement provided for in the Agreement.

40.13 Pension

Pursuant to Article 30 of the Agreement, employees shall continue to be covered by the provisions of the applicable pension plan. During the job-sharing period, an employee's pensionable service will be in accordance with service credits accumulated pursuant to Article 40.10 and her pensionable earnings will be based upon the gross salary received for the period of pensionable service earned.

40.14 Termination of Job Share

In the event one of the participants vacates the job-shared position (e.g., 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, except where mutually acceptable alternative arrangements are approved by both the Employer and the Union.

40.15 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.

40.16 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 40.08, 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. In no case shall the total length of the job share period for

employees who enter job share arrangements extend beyond a continuous period of four (4) years.

40.17 Incumbents

For any employee who was in a job sharing arrangement as of May 1, 2001, the maximum four (4) year period will be deemed to have started as of May 1, 2001 for purposes of the restriction in Article 40.16.

40.18 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 41 - AMENDMENT

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

ARTICLE 42 - PAY PLAN MAINTENANCE

42.01 Overall Process

- (a) The pay plan process outlined in this provision is intended to provide mechanism for the ongoing administration of job evaluation issues within this bargaining unit. Such issues shall be addressed through the application of the Aiken (Watson Wyatt) job evaluation system.
- (b) The parties will maintain a Joint Evaluation Committee as a forum to review job evaluation issues raised through this process and to facilitate their resolution. The Committee shall be comprised of three representatives from each of the Employer and the Union.
- (c) Unresolved issues under this process may be referred to a Joint Steering Committee for binding resolution. The Joint Steering committee shall include one representative of the Union, one representative of the Employer and a chair to be mutually agreed to by the parties.

42.02 Issues Subject to Review

The following process shall be applied where a new position has been created or where the Employer has initiated a substantial change to an existing position during the term of the collective agreement.

- (a) Where a new position is created the Employer may provisionally rate the position pending a review by the Human Resources Department. If both parties are not in agreement with the provisional rate, the matter may be referred for determination through the review process.
- (b) Where an employee or either party to this agreement believes that the duties and/or responsibilities of a bargaining unit position have substantially changed during the term of the collective agreement, they may file a request for review. If the parties are unable to agree on a resolution of the matter it may be referred for determination through this review process.

42.03 Review Process

- (a) All requests for review shall initially be submitted to the Human Resources Department in Capital Health for determination. Such requests shall include job fact sheets and an explanation of how the duties and/or responsibilities of the position have changed, including the effective date of the change(s). The Union will be provided with copies of any material submitted for the review. The Human Resources Department will issue a decision within 30 days of receipt of the request for review and all other necessary material.
- (b) Where a party disagrees with the decision of the Human Resources Department the issue may then be referred to the Job Evaluation Committee for review and decision. The Job Evaluation Committee shall meet within 30 days of the request to consider the matter. If the committee is unable to reach complete agreement, a party may refer those specific issues on which agreement has not been reached to the Joint Steering Committee for review for a final and binding determination. The Joint Steering Committee shall have 60 days in which to render a decision. Such issues shall be addressed through the application of the Aiken (Watson Wyatt) job evaluation system. When a decision on the issues in dispute has been issued it shall then be referred back to the Job Evaluation Committee for implementation.
- (c) Where issues are referred to the Joint Steering Committee for resolution, the Employer and Union representatives shall first meet, before engaging the Chair, and attempt to resolve the referred issues between themselves. Any decisions reached by agreement at this stage shall be considered a decision of the Joint Steering Committee. Only those issues which cannot be resolved by the representatives of the parties may be referred on for resolution with the participation of the Chair.

- (d) Any new pay rate arising as a result of a review of a newly created position or a substantially altered position pursuant to paragraph 8 shall be effective from the date the position was created or, in the case of substantially altered positions, the first day of the bi-weekly period immediately following the date of receipt by the Employer of the employee's request for review.
- (e) A position may not be the subject of a request for review more than once in any one year period.

ARTICLE 43 - SUCCESSOR RIGHTS

43.01 Where the Employer sells, leases or transfers or agrees to sell, lease or transfer its business or the operations thereof, or any part of either of them, this Agreement continues in force and is binding upon the purchaser, lessee, or transferee, subject to the *Trade Union Act*.

ARTICLE 44 - PREPAID LEAVE PLAN*

44.01 Purpose

The Prepaid Leave Plan is established to afford employees the opportunity of taking a six (6) month to one (1) year leave of absence and to finance the leave through deferral of salary.

44.02 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.

44.03 Eligibility

Any permanent employee is eligible to participate in the Plan.

44.04 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.

44.05 Leave*

- (a)* The period of leave will be for six (6) months to one year, except where the leave of absence is to be taken by the employee for the purpose of permitting the full-time attendance of the employee at a designated educational institution, as defined by subsection 118.6(1) of the *Income Tax Act, R.S.C. 1985, C.1 (5th Supp)*, in which case the period of leave will be no less than three (3) months and no more than twelve (12) months.
- (b) On return from leave, the employee will be assigned to her 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.

44.06 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 44.06(e).

44.07 Benefits

- (a) While the employee is enrolled in the Plan prior to the period of 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.

44.08 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.

44.09 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 45 - TERM OF AGREEMENT*

45.01 This Agreement shall be in effect for a term beginning from November 1, 2009 and ending October 31, 2011. After October 31, 2011, this Agreement shall be automatically renewed 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 thirty (30) calendar days prior to the expiration of this Agreement or any renewal thereof. Wages increases and adjustments are retroactive to November 1, 2009. All other Articles of this Agreement, unless otherwise specified, are effective as of November 3, 2011 upon ratification of this Collective Agreement.

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:

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.

APPENDIX 2

HEALTH AND DENTAL PLANS

- (a) Employees who are presently covered by benefit plans shall continue to be covered by the terms of the plan which are hereby incorporated into this collective agreement, unless the Union and the Employer agree otherwise.
- (b) Employees not presently covered by a benefit plan shall be brought under the terms of one of the existing plans as determined by mutual agreement of the Employer and the Union.

APPENDIX 3

ALPHABETIZED INDEX OF CLASSIFICATIONS & CORRESPONDING PAY PLAN*

CLASSIFICATION	PAY GRADE
2nd Class Refrigeration	SUP111
2nd Class Power Engineer	SUP115
3rd Class Power Engineer	SUP111
Air Conditioning/Refrigeration Tech	SUP114
Bartender	SUP104
Bus Driver	SUP105
Carpenter	SUP112
Controls Technician	SUP114
Electrician	SUP114
Equipment Maintenance Tech	SUP113
Food Production Worker	SUP105
General Laundry Worker A	SUP102
General Laundry Worker B (PIO)	SUP103
Industrial Mechanic/Millwright	SUP114
Journeyman Cook	SUP109
Laundry Worker	SUP104
Lead Hand Carpenter	SUP114
Lead Hand Electrician	SUP115
Lead Hand Painter	SUP112
Lead Hand Plumber	SUP115
Lead Hand Utility Worker	SUP105
Locksmith	SUP107
Maintenance Worker	SUP107
Maintenance Worker Upholstery	SUP108
Mechanical Worker PIO	SUP109
O/P Service Tech	SUP106
Painter	SUP108
Plumber	SUP114
Porter Escort	SUP104
Restaurant Worker	SUP104
Sheet Metal Worker	SUP114
Shift Operator 4th Class	SUP108
Short Order Cook	SUP106
Steamfitter	SUP114
Team Leader, Laundry Services	SUP105
Utility Worker (F&N)	SUP103
Utility Worker (Housekeeping)	SUP103
Utility Worker (Ophthalmology)	SUP103
Utility Worker (SPD)	SUP104
Welder	SUP114
Wheel Chair Service Tech	SUP104

PAY PLAN*

		1	2	3	4	5	
SUP102	General Laundry Worker A	\$14.0427	\$14.3011	\$14.5590			Nov 1/09
	75	\$27,383.27	\$27,887.15	\$28,390.05			approx annual
		\$14.1831	\$14.4441	\$14.7046			Nov 1/10
	75	\$27,657.10	\$28,166.02	\$28,673.95			approx annual
SUP103	General Laundry Worker B PIO	\$14.6572	\$14.9626	\$15.2680			Nov 1/09
	75 Utility Worker (F&N)	\$28,581.59	\$29,177.06	\$29,772.53			approx annual
	Utility Worker (Housekeeping)	\$14.8038	\$15.1122	\$15.4206			Nov 1/10
	75 Utility Worker (Ophthalmology)	\$28,867.41	\$29,468.83	\$30,070.26			approx annual
SUP104	Laundry Worker	\$15.3580	\$15.6720	\$15.9849	\$16.2990	\$16.6122	Nov 1/09
	75 Porter Escort	\$29,651.64	\$30,257.91	\$30,861.86	\$31,468.29	\$32,073.01	approx annual
	Bartender	\$15.5116	\$15.8288	\$16.1447	\$16.4620	\$16.7783	Nov 1/10
	75 Restaurant Worker	\$30,247.64	\$30,866.10	\$31,482.19	\$32,100.81	\$32,717.67	approx annual
SUP105	Lead Hand Utility Worker	\$17.2318	\$17.6230	\$18.0137	\$18.4033	\$18.7932	Nov 1/09
	75 Food Production Worker	\$33,602.03	\$34,364.81	\$35,126.66	\$35,886.41	\$36,646.71	approx annual
	Team Leader, Laundry Services	\$17.4041	\$17.7992	\$18.1938	\$18.5873	\$18.9811	Nov 1/10
	75 Bus Driver	\$33,938.05	\$34,708.45	\$35,477.92	\$36,245.28	\$37,013.18	approx annual

		1	2	3	4	5	
SUP106	Short Order Cook	\$17.3684	\$17.7543	\$18.1403	\$18.7192	\$19.2982	Nov 1/09
	O/P Service Tech	75 \$33,868.34	\$34,620.95	\$35,373.55	\$36,502.47	\$37,631.38	approx annual
		\$17.5421	\$17.9319	\$18.3217	\$18.9064	\$19.4912	Nov 1/10
		75 \$34,207.02	\$34,967.15	\$35,727.29	\$36,867.49	\$38,007.69	approx annual
SUP107	Maintenance Worker	\$17.4653	\$18.0608	\$18.6562	\$19.2516	\$19.8470	Nov 1/09
	Locksmith	75 \$34,057.47	\$35,218.53	\$36,379.59	\$37,540.65	\$38,701.71	approx annual
		\$17.6400	\$18.2414	\$18.8428	\$19.4441	\$20.0455	Nov 1/10
		75 \$34,398.05	\$35,570.72	\$36,743.39	\$37,916.06	\$39,088.73	approx annual
SUP108	Painter	\$20.0432	\$20.6168				Nov 1/09
	Maintenance Worker Upholstery	75 \$39,084.21	\$40,202.72				approx annual
	Shift Operator 4th Class						
		\$20.2436	\$20.8229				Nov 1/10
		75 \$39,475.06	\$40,604.75				approx annual
SUP109	Journeyman Cook	\$18.8615	\$19.4148	\$19.9692	\$20.5222	\$21.0765	Nov 1/09
	Mechanical Worker PIO	75 \$36,779.86	\$37,858.86	\$38,939.96	\$40,018.25	\$41,099.12	approx annual
		\$19.0501	\$19.6090	\$20.1689	\$20.7274	\$21.2872	Nov 1/10
		75 \$37,147.66	\$38,237.45	\$39,329.36	\$40,418.44	\$41,510.11	approx annual

		1	2	3	4	5	
SUP110		\$20.7446	\$21.3382				Nov 1/09
	75	\$40,451.96	\$41,609.51				approx annual
		\$20.9520	\$21.5516				Nov 1/10
	75	\$40,856.48	\$42,025.60				approx annual
SUP111	3rd Class Power Engineer	\$21.4916	\$21.7383	\$21.8612			Nov 1/09
	2nd Class Refrigeration	80 \$44,702.44	\$45,215.69	\$45,471.31			approx annual
		75 \$41,908.54	\$42,389.71	\$42,629.35			approx annual
		\$21.7065	\$21.9557	\$22.0799			Nov 1/10
	80	\$45,149.47	\$45,667.84	\$45,926.02			approx annual
	75	\$42,327.63	\$42,813.60	\$43,055.81			approx annual
SUP112	Carpenter	\$21.6910	\$22.1879	\$22.6673	\$23.2959		Nov 1/09
	Lead Hand Painter	75 \$42,297.35	\$43,266.46	\$44,201.20	\$45,427.03		approx annual
		\$21.9079	\$22.4098	\$22.8940	\$23.5289		Nov 1/10
	75	\$42,720.33	\$43,699.13	\$44,643.22	\$45,881.30		approx annual
SUP113	Equipment Maintenance Tech	23.5978	24.4010				Nov 1/09
	75	\$46,015.74	\$47,581.98				approx annual
		\$23.8338	\$24.6450				Nov 1/10
	75	\$46,475.90	\$48,057.80				approx annual

		1	2	3	4	5		
SUP114	Electrician		\$22.0632	\$23.1763	\$23.8272	\$25.4543	\$26.2579	Nov 1/09
	Industrial Mechanic/Millwright	75	\$43,023.31	\$45,193.69	\$46,463.01	\$49,635.93	\$51,202.87	approx annual
	Plumber							
	Air Conditioning/Refrigeration Tech		\$22.2839	\$23.4080	\$24.0655	\$25.7089	\$26.5205	Nov 1/10
	Sheet Metal Worker	75	\$43,453.54	\$45,645.63	\$46,927.64	\$50,132.29	\$51,714.90	approx annual
	Steamfitter							
	Welder							
	Controls Technician							
	Lead Hand Carpenter							
<hr/>								
SUP115	Lead Hand Electrician		25.1329	25.9376	26.7412	27.5651	28.3701	Nov 1/09
	Lead Hand Plumber	80	\$52,276.38	\$53,950.28	\$55,621.68	\$57,335.48	\$59,009.88	approx annual
	2nd Class Power Engineer	75	\$49,009.11	\$50,578.39	\$52,145.33	\$53,752.02	\$55,321.76	approx annual
			25.3842	26.1970	27.0086	27.8408	28.6538	Nov 1/10
		80	\$52,799.15	\$54,489.78	\$56,177.90	\$57,908.84	\$59,599.98	approx annual
		75	\$49,499.20	\$51,084.17	\$52,666.78	\$54,289.54	\$55,874.98	approx annual

MEMORANDA OF AGREEMENT*

Memorandum of Agreement #1	Sick Leave Banks
Memorandum of Agreement #2	Banked Vacation
Memorandum of Agreement #3	Incumbency Protection – Job Evaluation System
Memorandum of Agreement #4	Market-based Adjustments
Memorandum of Agreement #5	Transition
Memorandum of Agreement #6	Appendix to Memorandum of Agreement #4 – Market-based Adjustment
Memorandum of Agreement #7	Occupational Health and Safety Audit Process and Training
Memorandum of Agreement #8	New Arbitration Process for S.T.I. Benefit Grievance *
Memorandum of Agreement #9	Devolution of Continuing Care from the Department of Health to the District Health Authorities*
Memorandum of Agreement #10	Attendance Support – Expedited Procedure*
Memorandum of Agreement #11	3 rd Class Power Engineers*
Memorandum of Agreement #12	Assignment of Additional Hours to Part-Time Employees Working in Food / Nutrition and Restaurant Services*

MEMORANDUM OF AGREEMENT #1

Sick Leave Banks

1. Pre-existing Sick Leave Banks

Employees who have credits in their sick leave banks as of the signing date of this Agreement shall be entitled to maintain those sick leave banks for use in accordance with this Memorandum of Agreement.

2. New and Existing Sick Leave Banks

Effective upon the date of signing of the collective agreement, the Employer will create new sick leave banks and/or allow additional amounts to be credited to the existing sick leave banks of employees in accordance with the following:

Continuing Accumulation in the Banks

During the life of this agreement, effective on April 1 in each year, any permanent employee who has used seven (7) or fewer days of General Leave in the preceding twelve month period, as provided for in Article 19.11, will be credited with five (5) days to their sick leave bank. The amounts credited to the banks of permanent employees on job share and permanent part-time employees will be credited on a pro-rated basis based on their status on April 1 in each year.

3. Use of Credits in Sick Leave Banks

Employees who have sick leave credits in their banks can utilize them for the following purposes:

(a) To Cover STI/LTD Gap

Employees may use any sick bank credits to cover off any period between the end of Short-Term Illness Leave ("STI") entitlement and the date on which they would normally become eligible for LTD. Employees who are not covered by a long term disability plan or who have time in their sick leave bank may use their sick leave banks for the period for which they are sick after the one hundred (100) days for Short-Term Illness has been used, until their sick bank is exhausted. The employee's sick bank shall be reduced by one day for each day of entitlement under this section.

MEMORANDUM OF AGREEMENT #2

Banked Vacation

THE PARTIES HEREBY agree as follows:

1. All vacation credits earned but not taken under past terms and conditions of employment and collective agreements with any of the predecessor Employers shall be considered “banked vacation credits”.
2. Within sixty (60) days of the signing of this Agreement, the Employer shall notify all eligible employees of the number of days of their banked vacation credits and the Employer shall notify the eligible employees thereafter on January 31 of each year for the duration of this Memorandum of Agreement.
3. An employee with sufficient banked vacation credits shall take a minimum of five (5) days of extra vacation credits each year until her banked vacation credits are exhausted.
4. An employee with less than five (5) days of banked vacation credits shall exhaust all their banked vacation credits by the end of the vacation year.
5. Notwithstanding paragraphs 3 and 4 above, with the written consent of the Employer, an employee may take more than five (5) days per year.
6. Notwithstanding paragraphs 3 and 4 above, with the written consent of the Employer, an employee may carry over banked vacation credits from one year to the next.
7. Employees must schedule vacation, including the five (5) extra days of vacation, in accordance with Article 17.
8. Vacation credits earned in the present year shall only be scheduled after all the banked vacation credits have been scheduled.

MEMORANDUM OF AGREEMENT #4

Market-based Adjustments

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 before any final decision is made by the Employer.
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 Capital District Health Authority by the NSGEU in relation to any time off for union business.

MEMORANDUM OF AGREEMENT #5

Transition

1. Incumbency Protection

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.

2. Former Public Health and Drug Dependency Services

The hours of work for employees working in positions that were previously included in the Public Health and Drug Dependency Services bargaining unit will continue to be 70 per bi-weekly pay period.

3. Car Allowance

An employee who was previously employed by the Nova Scotia Hospital or Public Health Services or Drug Dependency Services and, as of February 19, 2001, was employed in a position where she had elected to receive a car allowance pursuant to Article 29.04 of the agreement she was then covered by, shall have the option to continue to be reimbursed on that basis. This option shall apply only to the incumbent in the position and only for as long as the incumbent remains in the position. The option shall terminate if at any time the employee in any subsequent year elects to be reimbursed on a straight mileage basis.

5. Nova Scotia Hospital - Unit Premiums

- (a) An employee working at the Nova Scotia Hospital who has been regularly and continuously assigned for a period of at least four months in the period immediately prior to April 24, 2001 to work in a designated unit shall receive a premium of \$48.30 per month. The designated units under this Article are Emerald Hall and the Forensic Unit.
- (b) A premium to an employee shall be discontinued where:
 - (i) the employee is on short or long assignment or permanently reassigned to a position outside the designated unit;

MEMORANDUM OF AGREEMENT #7

Occupational Health and Safety Audit Process and Training

Information

The Union shall, upon request to the Joint Occupational Health and Safety Committee (the "Committee"), be provided with a current list of all Team members and their contact information.

The Union shall, upon request to any Work Place Safety Team (the "Team"), be provided with the following:

1. A current copy of the Terms of Reference and Rules of Procedure for each Team;
2. A copy of any Minutes from the meetings of each Team;
3. Notice of the times of any scheduled meetings of the Team.

Access to Meetings

A Union staff person and/or a person designated by the Employer shall be permitted to attend any meeting of the Joint Occupational Health and Safety Committee (the "Committee") or Team, upon request and with the agreement of the respective body.

Review of Process

The parties agree that the Joint Occupational Health and Safety committee for the QEII site will conduct a review of the Work Place Safety Teams to assess whether they are functioning effectively in the performance of their terms of reference and sections 30 and 31 of the *Occupational Health and Safety Act*. The review will include but not be restricted to the following:

1. the relationship of each Team of the Committee and vice versa;
2. an assessment of the level of training and awareness of each Team member and how to have those needs fulfilled; and
3. an assessment of the current resources and training opportunities to identify areas that need to be addressed to ensure each Team member can effectively perform their role.

This review shall be completed within 12 months with reports to the Committee, the Union, the Safety Department and the Director of the portfolios involved on a quarterly basis. Reports shall include recommendation for changes to the system or initiatives to be taken.

MEMORANDUM OF AGREEMENT #9

Devolution of Continuing Care

from the Department of Health to the District Health Authorities*

RE: DEVOLUTION OF CONTINUING CARE FROM THE DEPARTMENT OF HEALTH TO THE DISTRICT HEALTH AUTHORITIES

Between:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA THROUGH THE AGENCY OF THE PUBLIC SERVICE COMMISSION
(hereafter the "Province")

and

THE CAPITAL DISTRICT HEALTH AUTHORITY, A BODY CORPORATE ESTABLISHED UNDER THE HEALTH AUTHORITIES ACT S.N.S. 2000, c.6
(hereafter the "Employer")

and

THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
(hereafter the "Union")

Whereas:

On January 17, 2008, the Government announced its decision to begin the process of integrating continuing care services within the District Health Authorities and

This involves a transition of the Department of Health's Continuing Care functions and employees to the District Health Authorities, and

In respect of the Employees at the Department of Health who are listed on Schedule A hereto and who are represented by the Union and who deliver or support the delivery of continuing care programs and the Parties hereto have agreed to transfer their employment from the Province to the Employer by way of this Agreement.

Now therefore it is agreed as follows:

1. Definitions

- a) Agreement means the Memorandum of Agreement between the Province, the Union and the Employer including any schedule hereto.
- b) Bargaining Unit means the Bargaining Unit as defined in the Collective Agreements. The phrase “and Continuing Care Programs” shall be added to the Bargaining Unit definition in the Health care and Nursing Collective Agreements.
- c) Collective Agreements means the Collective Agreements between the Employer and the Union which apply to the Employer’s Bargaining Units and which are in effect as of the Devolution Date.
- d) Devolution Date means June 7, 2009, the date upon which the Employees of the Province commenced being employees of the Employer which date to be confirmed.
- e) Employee(s) means an employee of the Province who was previously engaged in delivering or supporting the delivery of continuing care programs who is listed in Schedule “A” hereto and who became an Employee of the Employer on the Devolution Date.

2. Effective Date

This Agreement became effective on and after the Devolution Date.

3. Voluntary Recognition

- a) The Employer recognizes the Union as the exclusive bargaining agent for all Employees of the Employer in the Bargaining Units and the Employer and the Union agree that this Agreement constitutes a voluntary recognition within the meaning of section 30 of the Trade Union Act:
- b) The Employer agrees to post, on and after the Devolution Date, a copy of this Agreement in a conspicuous place or places where it is most likely to come to the attention of Employees and to continue the posting of the Agreement for a minimum period of 30 days.

4. Continuity of Employment

The employment of all Employees listed in Schedule A shall continue without break or interruption and, subject to any agreement between the Employer and

the Union, all seniority rights of these Employees shall continue unaffected by the change to their employment from the Province to the Employer.

5. Rights and Obligations

- a) The Employer and the Union agree that on and after the Devolution Date the Collective Agreements will apply to the Employees subject only to this Agreement and to such variation of the Collective Agreements as is agreed to herein or may later be agreed to between the Employer and the Union.
- b) The Employer agrees all accrued rights to pay, overtime pay, sick leave, public service awards, holidays, pensions, vacation, time off in lieu of overtime, compensatory time off for compensation when such time off is not possible, public service award advances, leaves of absence, maternity leave, pregnancy leave, adoption leave, leave for birth of child, parental leave or other existing leave arrangements, all rights to return to work from any leave, sickness, workers' compensation or injury on duty, vacation or holidays, granted or agreed prior to the effective date of this Memorandum of Agreement are preserved unaffected by the change in employment from the Province to the Employer. After the Devolution Date such Employees shall accrue such benefits in accordance with the Collective Agreements unless otherwise stated herein.
- c)
 - (i) Employees in a matching classification presently in the Collective Agreements shall be placed on the existing wage scale for that classification at the next higher step. If there is no next higher step, the Employee shall be "PIO'd" at his or her hourly rate of pay so long as the employee continues to work in his or her present classification.
 - (ii) Employees in a classification not presently in the Collective Agreements will maintain their classification and wage scale in effect as of the Devolution Date.
- d) An employee who has earned, by having 288 months of service as of the Devolution Date, a greater vacation entitlement than that provided in Collective Agreements shall retain that entitlement. Employees will be exempt from Article 17.10 (expiry of vacation accumulation) until a new Collective Agreement is in effect.
- e) The Employees shall be granted sick leave at the rate of 100% of normal salary for the first 40 days of an STI claim, until a new collective agreement is in effect. Any "grandparented" sick leave banks shall be

used by Employees after the Devolution date only in accordance with the Collective Agreements.

- f) The Province and the Union agree that on and after the Devolution Date the Province, in respect of the Employees, shall have no further obligation under The Civil Service Master Agreement.
- g) Employees who retire with an actuarially-reduced pension will receive the retirement allowance pursuant to Article 29 of the Collective Agreement.
- h) The Province agrees to secure an Order-in-Council, if necessary, to provide that the Employees will be able to continue their public service pension as employees in the Bargaining Unit.
- i) If necessary to ensure that the employees in the Bargaining Unit are covered by the Public Service Long-Term Disability Plan, the Employer and the Union agree to jointly request the Trustees of the Plan to include the Employer and the employees under that Plan.
- j) Eligible Employees shall be provided with the following moving/relocation expenses on a “present incumbent only basis” so long as they continue to work in their present classification:
 - “Where the Employer requires an employee to relocate outside the employee’s geographic location, the Employer will reimburse the employee’s actual and reasonable relocation expenses to a maximum amount of \$7,500.00.”
- k) The Employees who have been designated by the Employer as belonging to a class of employment where the availability of a motor vehicle is deemed to be a condition of employment may opt to receive a monthly car allowance of \$314.88, plus 23.23 cents per kilometer adjusted annually on April 1st based on the average year-over-year percentage change in the Nova Scotia Private Transportation Index for the calendar year preceding the April 1 effective change date, as calculated by Statistics Canada on a “present incumbent only” basis so long as they continue to work in their present classification, until a new Collective Agreement takes effect. Once a new Collective Agreement takes effect, the Employees will be subject to the same provisions in relation to monthly vehicle allowance as other employees of the Employer who, on a grandfathered basis, presently have this allowance.
- l) Continuing Care Coordinators who, at the date of Devolution are paid an educational premium, shall have that educational premium continued so long as they continue to work in that classification.

- m) The Employer and the Union agree that this Agreement shall be incorporated into and become part of the Collective Agreements.

6. Existing Grievances, etc.

- a) All grievances, classification appeals, adjudications, interest arbitrations and judicial review proceedings which arose before the Devolution Date shall continue unaffected by the change in employment for the Province to the employer with such modification to process as may be required by the Collective Agreements, and with the Employer continuing as the Employer in the place and stead of the Province.
- b) All classification disputes which have been referred to a Classification Appeal Tribunal under the Civil Service Master Agreement before the Devolution Date, but which have not begun, shall proceed to the Appeal Tribunal (unless earlier resolved between the Union and the Employer) and the Employer shall continue as the Employer before the Tribunal in the place and stead of the Province.

7. Recognition of Employee Service and Seniority

- a) Subject to any agreement between the Union and the Employer, all periods of service for an Employee in the Civil Service and periods of employment recognized as service by the Province before the Devolution Date shall be deemed service with the Employer for all purposes and all seniority rights of Employees shall be preserved and shall continue unaffected by the change in employment from the Province to the Employer.
- b) Seniority of Employees as of the Devolution Date is defined as the length of continuous employment dating from the last date of appointment to the Civil Service.
- c) As of the Devolution Date/ an Employee who is a “Term” employee under the Civil Service Master Agreement shall be considered as “Casual” employee under the Collective Agreements/ except that such casual Employees who reach three or more years of accumulated service shall have layoff/recall rights as provided in Article 32 of the Collective Agreement.

8. Work Schedules. Vacation Schedules and Shift Arrangements

Until changed in accordance with the Collective Agreements all hours of work/ vacation schedules/ and shift arrangements of the Employees in effect

MEMORANDUM OF AGREEMENT #10

Attendance Support – Expedited Procedure*

1. The terms of this procedure will be applied in any case where the employer proposes a change to the terms of employment of an employee through the application of the Attendance Support Policy.
2. A change to the terms of employment of an employee means:
 - a. a termination of employment
 - b. a change or reduction in work hours
 - c. a change in work location
 - d. a transfer to a different position
 - e. a modification of duties, or
 - f. any other situation specifically agreed upon by both parties.
3. Where such a change is contemplated the Employer shall, at least 30 days in advance of the effective date of the change, notify the Union and the employee in writing. The notification shall specify the nature of the change contemplated and details outlining the basis for the Employer's proposed action.
4. Upon receipt of the notification the Union shall, within 14 days, provide a written response indicating whether it will be challenging the proposed Employer action through the grievance process. Where the Union proposes to challenge the action through the grievance process it will include in its response a brief summary of the reasons for this.
5. Upon receipt of the notification from the Union that it intends to challenge the proposed action of the Employer the parties shall, with a further period of 14 days, meet to review the case. Where requested by either party, the employee and/or a representative of Occupational Health Services shall attend the meeting. As part of that meeting each participant will provide to the other with full disclosure of any relevant information in its possession relating to the specific issues raised by the case in question. This will include any information regarding factors or conditions that have been, or could foreseeably be, affecting the employee's ability to meet their obligations under the Attendance Support Program.
6. All information provided through this process shall be treated as confidential and shall be used exclusively for the purpose of reaching a resolution of the employee's case under this process or, where applicable, adjudicating issues in dispute through the arbitration process as provided for in this Memorandum.

7. Participants shall provide any written consents required to expedite this process. Where the required consents cannot be obtained either party may apply to the arbitrator, with notice to the other, for an order of disclosure.
8. The purpose of the review meeting will be for the parties to have a full and open discussion of the issues arising from the case in question and to attempt to reach a resolution on its appropriate disposition.
9. If the parties are unable to reach agreement at this stage the matter shall be referred to arbitration in accordance with this process. Where arbitration is requested the Employer shall not initiate any of the proposed changes to the terms of employment of the employee until after the case has been dealt with through this arbitration process.
10. The arbitration of cases arising through this process shall be done on an expedited basis. The parties agree to the standing appointment of as sole arbitrator in all cases referred through this process. Only in the event that is unable to convene a hearing within the required time frames will the parties then attempt to agree upon a substitute. Where the parties are unable to agree upon a substitute within a period of 10 working days after learning of unavailability, either may make application to the Nova Scotia Department of Labour and Environment for the appointment of a substitute.
11. The arbitrator shall set the case down for hearing within 30 days of the date of the referral to arbitration. In any arbitration held pursuant to this Memorandum the procedures outlined in paragraphs 7, 8, 9, 10 and 11 of the expedited arbitration process outlined in Appendix 1 of the collective agreement shall be followed.
12. An arbitrator appointed through this process shall be empowered to determine only issues in dispute involving the case of the particular employee in question, including whether any changes to the terms and conditions of employment are appropriate or justified in light of the employee's attendance record and his assessment of the employee's ability to meet their obligations under the Attendance Support Program.
13. The parties agree that the Employer's decision to place an Employee on the Attendance Support Program and/or to move the Employee through the steps of the Attendance Support Program will not be the subject matter of a grievance until such time as there has been a "change to the terms of employment" as defined in Article 2 of this memorandum. Where prior steps have been taken under the Attendance Support Program in the case of any individual employee, the Union's failure to challenge these actions through grievances at the time they were taken shall not preclude the arbitrator from reviewing the circumstances

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