

# **COLLECTIVE AGREEMENT**

**between**

**The Izaak Walton Killam Health Centre  
(the “Employer”)**

**and**

**The Nova Scotia Government & General Employees Union  
(the “Union”)**

**Office and Clerical Bargaining Unit**

**Term**

**November 1, 2006 to October 31, 2009**

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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

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

### ARTICLE 1 - INTERPRETATION AND DEFINITIONS\*

#### 1.01 Definitions\*

For the purpose of this Agreement:

- (a) **“Common-law relationship”** is said to exist when, for a continuous period of more than one year, an employee has lived with a person, publicly represented that person to be her spouse, and lives continually with that person as if that person were her spouse.
- (b) **“Day”** except where otherwise provided, means Monday through Friday, excluding holidays.
- (c) **“Employee”** means a person who is included in the bargaining unit as defined in Article 2.01 and includes:
  - (i) **“Casual Employee”** is a non-permanent employee;
  - (ii) **“Full-time Employee”** is an employee who is hired to work the bi-weekly hours of work as provided in this Agreement;
  - (iii) **“Part-time Employee”** is an employee who is hired to work less than the full-time hours of work as provided in this Agreement; and
  - (iv) **“Permanent Employee”** is an employee who has completed her probationary period and is employed on a full-time or part-time basis without reference to any specified date of termination of employment.
- (d) **“Employer”** means the Izaak Walton Killam Health Centre.
- (e) **“Holiday”** means the twenty-four (24) hour period commencing 0001 hours and ending at 2359 hours on the day designated as a holiday in this Agreement.

- (f) **“Leave of absence”** means absent from work with permission.
- (g) **“Lockout”** includes the closing of a place of employment, a suspension of work or a refusal by the Employer to continue to employ a number of its employees done to compel the employees, or to aid another employer to compel its employees, to agree to terms or conditions of employment.
- (h) **“Predecessor Employer”** means the Izaak Walton Killam Hospital for Children or the Salvation Army Grace Maternity Hospital with respect to employees who were employed by either Employer as of December 20, 1996.
- (i) **“Spouse”** means husband, wife and common-law spouse. Common-law spouse includes a same sex partner in a common-law relationship except for purposes of a pension plan where the pension plan contemplates otherwise.
- (j) **“Strike”** includes a cessation of work, or refusal to work or continue to work by employees in combination or in concert or in accordance with a common understanding, for the purpose of compelling their Employer to agree to terms or conditions of employment or to aid other employees in compelling their employer to agree to terms or conditions of employment.
- (k) **“Union”** means the Nova Scotia Government & General Employees Union.
- (l) **“Week-end”** means the fifty-five (55) consecutive hour period commencing at 0001 hours Saturday to 0700 hours on Monday.
- (m) **“Working Day”** means any calendar day on which an employee is scheduled to work.

## 1.02 Service

For the purposes of this Agreement, “service” means:

- (a) (i) the service with which an employee was credited with as an employee of a Predecessor Employer immediately prior to the establishment of the Employer pursuant to the IWK Health Centre Act.

- (ii) total continuous accumulated months of service with the Employer.
- (b) Notwithstanding Article 1.02(a)(i), except as otherwise provided in this Agreement, no service and therefore no service related benefits shall be credited to an employee who does not receive salary for in excess of ten (10) days during that calendar month.

### 1.03 Seniority\*

- (a) “**Seniority**” shall be defined in accordance with the following:
  - (i) Establishing Seniority as of December 20, 1996:

Seniority of Bargaining Unit employees as of December 20, 1996 is defined as their length of continuous employment since their date of hire by a predecessor Employer.
  - (ii) Accumulation of Seniority after December 20, 1996:

All employees, except casual employees, in the bargaining unit accumulate seniority after December 20, 1996 for continuous employment in the bargaining unit at the IWK Health Centre represented by the Union.
  - (iii) Date of hire for purposes of seniority is defined as the first day of work.
- (b) Posting of Seniority Lists:
  - (i) Within sixty (60) days following the signing of this Agreement, and annually thereafter on December 15th, the Employer shall post a list setting out each employee’s seniority. Each employee shall have thirty (30) days from the date the list is posted to challenge her seniority 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 on the list shall be the employee’s seniority 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.

However, until and unless such written objection is received by the Employer, and in any event no later than thirty (30) days from the employees return to work, the posted seniority for the employee will be considered to be the employee's seniority 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 the date of signing of this Agreement.
- (c) A casual employee who is appointed to a permanent position through Job Posting shall have her seniority for all purposes as of the date of her appointment to the permanent position. If the employee was in a Long or Short Assignment, or an uninterrupted series of Long or Short Assignments immediately prior to being appointed to the said permanent position without interruption, the employee's seniority will date back to her appointment to the said Assignment. For the purpose of this provision, an interruption shall be any bi-weekly pay period where a casual employee did not receive compensation for work with respect to a Long or Short Assignment.
- (d) Within sixty (60) days following the signing of this Agreement, and semi-annually thereafter, in the first pay period ending in January and July in each year, the Employer shall post a list setting out each casual employee's accumulated hours as of the preceding pay period. This list is for the purpose of casual employee's seniority. Each casual employee shall have fifteen (15) days from the date the list is posted to challenge her casual seniority in writing. The Employer shall reply to the casual employee's written objection within fifteen (15) days of receipt of the written objection. If no written objection is received by the Employer within fifteen (15) days from the date the list is posted, the casual seniority on the list shall be the casual employee's seniority for all purposes following the posting of the list.
- (e) When an employee's status changes from permanent employee to casual employee, seniority accumulated when the employee was a permanent employee will not be credited to the employee. Accumulation of seniority on the casual seniority list begins on the date of the change of status.

- (f) Casual employees who give notice to the Employer to remove their names temporarily from the casual availability list for a period of disability or who are entitled to and take pregnancy leave, parental leave or adoption leave shall retain their seniority accrued prior to the removal of their names from the list.
- (g) Upon notice to the Employer that they wish to have their name returned to the casual availability list, they shall be credited with seniority during the period of disability or pregnancy, parental or adoption leave, such accrual to be calculated on the basis of the employee's average hours worked during the twelve months preceding the period of disability or leave.
- (h) In cases where the length of employment prior to the period of disability or leave is less than twelve months, then the accrual will be based on the employee's average hours worked during the term of his or her employment.
- (i) Under no circumstances can a casual employee accrue seniority pursuant to the preceding provisions for a single period of pregnancy, parental or adoption leave in excess of one year.
- (j) If the period of disability or pregnancy, parental or adoption leave is less than one year, then the accrual of seniority will be pro-rated accordingly.
- (k) The accrual of seniority under the preceding provisions shall not be taken into account for the purpose of determining entitlement to pay increments under Article 38.14.

### **1.05 Gender**

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

### **1.06 Headings**

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

## **ARTICLE 2 - RECOGNITION**

### **2.01 Bargaining Agent Recognition**

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

All full-time, regular part-time, and casual office and clerical employees of the Employer but excluding those persons described in paragraphs (a) and (b) of Subsection 2 of Section 2 of the Trade Union Act and those persons listed in Appendix A to the Certification Order of the Labour Relations Board, being LRB #4712.

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

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

### **2.03 No Discrimination**

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

### **2.04 Sexual and Personal Harassment**

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

### **2.05 Same Sex Family Status**

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

## **2.06 Union Representation**

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

### **ARTICLE 3 - APPLICATION**

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

### **ARTICLE 4 - FUTURE LEGISLATION**

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

### **ARTICLE 5 - MANAGEMENT RIGHTS**

#### **5.01 Management Rights**

The management and direction of employees and operations is vested exclusively in the Employer. All the functions, rights, power and authority which the Employer has not specifically abridged, deleted or modified by this Agreement are recognized by the Union as being retained by the Employer.

#### **5.02 Consistent Application**

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

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

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

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

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

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

### **6.03 Emergency Services**

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

## **ARTICLE 7 - UNION INFORMATION**

### **7.01 Bulletin Boards**

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

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

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

### **7.03 Computer Access**

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

## **ARTICLE 8 - INFORMATION**

### **8.01 Copies of Agreement**

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

### **8.02 Letter of Appointment**

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

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

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

A Union representative will be permitted one-half (1/2) hour following the Employer's orientation to meet with new employees for the purpose of familiarizing such employees with the Collective Agreement.

### **8.04 Position Descriptions**

- (a) Upon request by the employee, the Employer shall provide the position description outlining the duties and responsibilities assigned to the position.
- (b) The Employer will endeavor to ensure that position descriptions are reviewed and revised where necessary at periodic intervals but under no circumstances shall that interval be in excess of three (3) years.

- (c) Copies of all current position descriptions shall be forwarded to the Union upon signing of this Agreement. Thereafter, all revised position descriptions shall be provided to the Union within fifteen (15) days of revision.

## **8.05 Bargaining Unit Information**

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

## **ARTICLE 9 - APPOINTMENT**

### **9.01 Appointment Status**

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

### **9.02 Probationary Period**

- (a) Notwithstanding Article 9.01, a newly hired employee may be appointed to her position on a probationary basis for a period not to exceed ten (10) months.
- (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 only be required to undergo a probationary period of three (3) months.

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

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

### **9.04 Termination of Probationary Appointment**

- (a) The Employer may terminate a probationary appointment at any time.

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

### **9.05 Pay in Lieu of Termination Notice**

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

### **9.06 Notification to the Union**

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

## **ARTICLE 10 - CHECKOFF**

### **10.01 Deduction of Union Dues and Assessments**

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

### **10.02 Notification of Deduction**

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

### **10.03 Religious Exclusions**

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

#### **10.04 Remittance of Union Dues**

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

#### **10.05 Liability**

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

### **ARTICLE 11 - STEWARDS**

#### **11.01 Recognition**

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

#### **11.02 Notification**

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

#### **11.03 Servicing of Grievances**

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

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

#### **12.01 Leave Without Pay**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave without pay to employees, who are

elected as officers of the Union, for the purpose of conducting Union business. Such permission shall not be unreasonably withheld.

### **12.02 Notification to Employer**

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

### **12.03 Annual Meeting**

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

### **12.04 Contract Negotiations**

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

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

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

- (a) called as a witness by an Arbitration Board as prescribed by Article 24.

- (b) Meeting with management in joint consultation as prescribed by Article 25.

### **12.06 Grievance Meetings**

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

### **12.07 Salary Continuance**

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

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

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

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

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

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

- (f) Notwithstanding paragraphs (b) and (e), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.
- (g) Upon expiration of her term of office, the employee shall be reinstated in the position she held immediately prior to the commencement of leave, or if the position no longer exists, to another position in accordance with this Agreement.
- (h) Notwithstanding paragraph (b) or any provision of this Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Employer for all purposes.
- (i) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence.
- (j) The Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the employee during the period of leave of absence.

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

### **13.01 Hours of Work**

- (a) The normal hours of work shall consist of ten (10) seven (7) hour shifts bi-weekly, exclusive of meal breaks but inclusive of two (2) fifteen (15) minute rest periods per shift. Shift arrangements and modifications to same in variance to the foregoing may be mutually agreed upon.  
  
This shall not constitute a violation of this Agreement nor give rise to any claim for overtime provided that the bi-weekly hours of work when averaged over the full rotation do not exceed seventy (70) hours.
- (b) The Employer and the Union may, by mutual agreement, provide for hours of work which are other than standard hours of work as noted in Article 13.01 (a). In such cases, a Memorandum of Agreement shall be included to accommodate contract changes.
- (c) Nothing in this Article precludes the Employer from maintaining any and all shift arrangements in effect prior to the signing of the

Agreement until the parties complete the required Memorandum of Agreement referred to in (b) above.

- (d) Effective December 1, 2001, the annual hour base that the Employer will be using to determine the hourly rate of pay will be 1820.

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

Every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within fourteen (14) hours of the completion of the employee's previous shift, and to avoid excessive fluctuations in hours of work. This does not apply if the employee works overtime, or where there is an exchange of shift assignments in accordance with Article 13.04.

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

- (a) The Employer agrees to post shift schedules of a four (4) week duration at least four (4) weeks prior to the expiry of the posted schedule. The Employer shall make every reasonable effort not to change shifts. Employees may request to exchange shifts as provided for in Article 13.04.
- (b) If the Employer changes both the start and end times of a shift with less than 24 hours notice the affected employee shall be paid at the rate of one and one-half (1.5x) times her regular hourly rate for the shift. The Employer agrees to discuss with the Union any excessive changes to posted schedules. This Article shall not apply to casual employees unless they are in a short or long assignment.

### **13.04 Exchange of Shifts**

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

### **13.05 Rotation of Shifts**

Where an employee is required to work rotating shifts, days, evenings, and night duty will be assigned to employees as equally as possible. This does not preclude an employee from being assigned to an evening or night shift at her request where such continuing assignment is acceptable to the Employer. In the event that the Employer intends to implement changes in the times that shifts commence for incumbent employees and such changes are to be of a permanent and ongoing nature the Employer shall consult with

the Union as early as possible and at least two (2) weeks in advance. This shall have no application where changes in the schedule are necessary to meet the immediate needs of the Employer. The Employer shall make every reasonable effort to minimize the adverse effects of shift changes on the employees.

### **13.06 Meal Breaks**

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

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

### **13.07 Rest Periods**

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

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

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

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

### **13.09 Consecutive Shifts**

- (i) The Employer will endeavor, where possible, to provide that no employee is scheduled to work more than six (6) consecutive days in a two (2) week period.

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

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

### **13.10 Flexible Working Hours**

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

### **13.11 Modified Work Week**

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

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

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

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

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

## **ARTICLE 14 – OVERTIME\***

### **14.01 Overtime**

All hours worked in excess of the scheduled work day (7 hour shift or more) or in excess of seventy (70) hours in a two (2) week period as defined in Article 13.01 shall be compensated at the employee's overtime rate.

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

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

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

### **14.03 Union Consultation**

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

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

An employee must work at least fifteen (15) minutes beyond her normal shift before being eligible for overtime compensation. In computing overtime, a period of more than fifteen (15) minutes but less than or equal to thirty (30) minutes shall be counted as one-half (1/2) hour and a period of more than thirty (30) minutes but less than or equal to sixty (60) minutes shall be counted as one (1) hour. Overtime in excess of one (1) hour shall be rounded to the nearest fifteen (15) minutes.

### **14.05 Overtime Approval**

Overtime rates will be paid only when the work has the approval of the employee's manager or designate.

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

An employee, who is required to work a minimum of three (3) hours' overtime following her scheduled hours of work and where it is not practical

for her to enjoy her usual meal break before commencing such work, shall be granted thirty (30) minutes with pay as a meal period and provided with a meal voucher or meal allowance, at the employee's option, in the amount of ten dollars (\$10.00). The meal voucher is redeemable at any food service outlet within the Health Centre. When an exceptional press of work prevents the taking of the meal break, the employee shall be credited with thirty (30) minutes of pay at the overtime rate and provided with a meal allowance in the amount of ten dollars (\$10.00) for use at a later date at any food service outlet within the Health Centre.

#### **14.07 Overtime Compensation\***

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

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

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

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

Compensation for overtime and call back earned during a pay period will be paid except where, upon request of the employee, and with the approval of the Employer, such overtime and call back earned during the pay period may be granted in the form of time off in lieu of pay. Time so granted shall be calculated by dividing the dollar credits earned by the employee's hourly rate of pay. An employee who has been granted overtime in the form of time off in lieu of pay may request that she have part or all of the accumulated time in pay. Such payment will be made within two (2) pay periods from the date of the employee's request.

Time off in lieu of pay granted pursuant to this Article shall be scheduled to be taken at a mutually agreeable time. When time off in lieu of pay has not been scheduled by the end of the fiscal year, the employee's time in lieu bank may be reduced to thirty-five (35) hours. Any banked unused time in excess of thirty-five (35) hours in the time in lieu bank may be paid out.

## **14.10 Overtime Pay**

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

## **14.11 Daylight Saving Time**

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

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

## **15.01 Standby Compensation**

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

## **15.02 Employee Availability**

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

## **15.03 Failure to Report**

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

## **15.04 Callback Compensation**

An employee who is called back to work and who reports for work shall be compensated for a minimum of four (4) hours at the straight time rate for the period worked, or at the applicable overtime rate, whichever is greater. The minimum guarantee of four (4) hours pay at the straight time rate shall apply only once during each eight (8) consecutive hours on standby.

### **15.05 Transportation Allowance\***

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

### **15.06 Rest Interval After Call Back**

The Employer shall provide at least six (6) hours between the time an employee completes a period of callback and the commencement of the employee's next scheduled shift. During an eight (8) hour period of standby, if the first callback is within two (2) hours of the commencement of the next scheduled shift, the employee shall not be entitled to a six (6) hour rest interval. If mutually agreeable between the employee and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article.

### **15.07 Compensation Where Rest Interval Not Taken**

Subject to Article 15.06, where, because operational requirements do not permit or where mutually agreeable variations between the employee and the Employer are not acceptable, the six (6) hour rest period, pursuant to Article 15.06, cannot be accommodated, the hours worked from the commencement of the regular shift to the end of the period on which the rest period would normally end shall be compensated at the rate of time and one-half (1 ½).

## **ARTICLE 16 – VACATIONS**

### **16.01 Annual Vacation Entitlement**

- (a) An employee shall be entitled to receive annual vacation leave with pay:
  - (i) effective on the date of hire at the rate of one and one quarter (1 ¼) days for each month of service; and
  - (ii) effective on the commencement of the 5<sup>th</sup> year of service at the rate of one and two-thirds (1 ⅔) days for each month of service; and
  - (iii) effective on the commencement of the 15<sup>th</sup> year of service at the rate of two and one-twelfth (2 1/12) days for each month of service; and

- (iv) effective on the date of ratification, on the commencement of the 25<sup>th</sup> year of service at the rate of two and one-half (2 ½) days for each month of service.
- (b) An employee who, as of April 1, 1999 will have earned entitlement to more vacation than provided for in Article 16.01(a) by virtue of her terms and conditions of employment with the Employer prior to April 1, 1999, shall retain that entitlement. Any future increase in vacation entitlement for such employees shall be in accordance with Article 16.01(a).

### **16.02 Vacation Year**

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

### **16.03 Vacation Request**

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

### **16.04 Vacation Scheduling**

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

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

- (a) Where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees on vacation leave at any one time, preference for a period of up to two (2) weeks of unbroken vacation shall be given to employees with the greatest length of seniority.
- (b) After each employee has been granted vacation in accordance with Article 16.05(a), all remaining vacation entitlement shall be granted in

accordance with seniority. Once seniority has been exercised for the period of up to two weeks, remaining requests will be granted by seniority, i.e. all second requests and then all third requests.

- (c) After the vacation schedule is posted, if operational requirements permit additional employees to be on vacation leave, such leave shall be offered by seniority to employees provided the employees requested that time in accordance with Article 16.03.

### **16.06 Unbroken Vacation Entitlement**

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

### **16.07 Vacation Carry Over**

- (a) Except as otherwise provided in this Article, any unused vacation leave for a period of not more than five (5) days may, with the consent of the Employer, be carried over to the following year. Requests for vacation carryover pursuant to this Article, shall be made in writing by the employee to the Employer not later than January 31<sup>st</sup> of the year in which the vacation is earned. If no request for carryover pursuant to this Article has been received by January 31<sup>st</sup> or the request for carryover is not approved or the vacation scheduled, the unused vacation credits to the maximum of five (5) days shall be paid out. The Employer shall respond in writing within one (1) calendar month of receiving an employee's request.
- (b) An employee, scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year(s).

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

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

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

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

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

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

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

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

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

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

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

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

### **16.14 Vacation Records**

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

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

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

## **16.16 Recall from Vacation**

- (a) The Employer will make every reasonable effort not to recall an employee to duty after she has proceeded on vacation leave or to cancel vacation once it has been approved.
- (b) When the Employer cancels a period of vacation, which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of the period subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer. At the time the change is proposed by the Employer the employee shall advise the Employer of the maximum liability that will be involved.
- (c) Where, during any period of approved vacation, an employee is recalled to duty, she shall be reimbursed for reasonable expenses, subject to the provisions of Article 29, that she incurs:
  - (i) in proceeding to her place of duty; and
  - (ii) in returning to the place from which she was recalled if she immediately resumes vacation leave upon completing the assignment for which she was recalled.

In addition to the above, an employee shall be compensated at two (2) times her regular rate of pay for time worked during the period of recall from vacation.

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

## **ARTICLE 17 – HOLIDAYS\***

### **17.01 Paid Holidays**

The Holidays designated for employees shall be:

- (a) New Year's Day
- (b) Good Friday

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

### **17.02 Exception**

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

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

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

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

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

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

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

- (a) Where an employee is regularly scheduled to work, in accordance with Article 13, and her regularly scheduled day of work falls on a paid holiday, as defined in Article 17.01, she shall receive compensation equal to two and one-half (2 ½) times her regular rate of pay as follows:

- (i) compensation at one and one-half (1 ½) times her regular rate of pay, including the holiday pay, for the hours worked on the holiday; and
  - (ii) time off with pay in lieu of the holiday on an hour-for-hour basis at a mutually acceptable time. Where time off in lieu exceeds thirty-five (35) hours, the Employer may opt to pay out all hours in excess of thirty-five (35) hours.
- (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 17.06 (a)(ii), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.
- (c) Notwithstanding Article 17.06 (a) and (b) an employee, upon request, shall receive all compensation in the form of pay.

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

- (a) Where an employee is required to work overtime on a paid holiday, as defined in Article 17.01, she will receive compensation equal to three-point-three-three (3.33) times her regular rate as follows:
- (i) compensation at two point-three-three (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. Where time off in lieu exceeds thirty-five (35) hours, the Employer may opt to pay out all hours in excess of thirty-five (35) hours.
- (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 17.07 (a)(ii), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.
- (c) Notwithstanding Article 17.07 (a) and (b), an employee, upon request shall receive all compensation in the form of pay.

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

Part-time employees shall be remunerated for holidays by receiving seven (7) hours of pay for each one hundred and sixty-eight (168) hours worked.

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

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

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

- (a) Provided she has sick leave credits available, an employee who is scheduled to work on a paid holiday, as defined in Article 17.01, and who is unable to report for work due to illness or injury, shall receive sick leave pay for that day, and shall be granted time off in lieu of the holiday at a mutually acceptable time prior to the end of the second (2nd) calendar month immediately following the month in which the holiday fell.
- (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 17.10(a), compensation shall be granted at the employee's regular rate of pay for those hours.

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

### **18.01 Special Leave**

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

### **18.02 Bereavement Leave\***

- (a) For the purposes of this Article, immediate family means spouse, father, step-father, mother, step-mother, child or step child, brother, sister, guardian, grandparent, grandchild, step grandparent, step grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law or ward of the employee and a relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) If a death occurs in the immediate family of an employee, when the employee is at work or scheduled to go to work, then the employee shall be granted bereavement leave with pay for the remainder of the employee's shift for that day. The employee shall be granted seven (7) calendar days' Bereavement Leave, including any time required for travel, commencing on the calendar day following the day of death of

the immediate family member. The employee shall not have a loss of regular pay for shifts not worked during the Bereavement Leave.

- (c) Every employee shall be entitled to a leave with pay up to a maximum of three (3) days including any time required for travel in the event of death of the employee's brother-in-law or sister-in-law. The employee shall not have a loss of regular pay for shifts not worked during the Bereavement Leave.
- (d) Every employee shall be entitled to one (1) day leave without pay, for the purpose of attending the funeral of an employee's aunt or uncle, niece or nephew, or the grandparents of the spouse of the employee. An employee may be granted up to two (2) days for travel without pay for the purposes of attending the funeral.
- (e) The above entitlement is subject to the proviso that proper notification is made to the Employer.
- (f) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted Bereavement Leave and be credited the appropriate number of days to her vacation or sick leave credits.

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

### **18.03 Court Leave**

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

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a court; or
  - (ii) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or

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

#### **18.04 Pregnancy Leave**

- (a) The Employer shall not terminate the employment of an employee because of her pregnancy.
- (b) A pregnant employee, who has been employed with the Employer for at least one (1) year, is entitled to an unpaid leave of absence of up to seventeen (17) weeks.
- (c) An employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (d) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (e) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery, and not later than the date of delivery.
- (f) Pregnancy leave shall end on such date as the employee determines, but not sooner than one (1) week after the date of delivery, and not later than seventeen (17) weeks after the pregnancy leave began.
- (g) A pregnant employee shall provide the Employer with at least four (4) weeks notice of the date she will begin her pregnancy leave. Such notice may be amended from time to time by the employee:

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

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

- (m) While on pregnancy leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during pregnancy leave shall not be used for the purposes of calculating vacation leave credits.
- (n) Leave for illness of an employee arising out of or associated with the employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 18.04(b), may be granted sick leave in accordance with the provisions of Article 19.
- (o) **Pregnancy/ Birth Leave Allowance**
  - (i) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
  - (ii) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
    - (1) Where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
    - (2) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.

- (iii) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the employee is entitled for her classification on the date immediately preceding the commencement of her pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (iv) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (v) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half (1 1/2) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (vi) It is understood that employees entitled to the seven (7) weeks Birth Allowance as provided in this Article may be eligible for an additional Parental Leave Allowance which, when combined with the Birth Allowance may result in eligibility up to a maximum of seventeen (17) weeks allowance.

### **18.05 Parental Leave**

- (a) An employee who has been employed with the Employer for at least one (1) year, and who becomes a parent for one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.
- (b) Where an employee takes pregnancy leave pursuant to Article 18.04 and the employee's newborn child or children arrive in the employee's home during pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and without the employee returning to work and ends not later than thirty-five (35) weeks after the parental leave began.
- (c) Where an employee did not take pregnancy leave pursuant to Article 18.04, parental leave begins on such date as determined by the employee, coinciding with or after the birth of the child or children first

arriving in the employee's home, and ends not later than thirty-five (35) weeks after the parental leave begins or fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier.

- (d) Notwithstanding Article 18.05 (b) or (c), where an employee has begun parental leave, and the child to whom the parental leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the employee is entitled to return to and resume work in the position held immediately before the leave began or if that position no longer exists, to another position in accordance with this Agreement. The employee is entitled to only one (1) interruption and deferral of each parental leave.
- (e) The employee shall give the Employer four (4) weeks notice of the date the employee will begin parental leave.
- (f) The employee shall give the Employer four (4) weeks notice of the date the employee will return to work upon completion of the parental leave.
- (g) Where an employee reports for work upon the expiration of the period referred to in Article 18.05 (a), the employee shall resume work in the same position she held prior to the commencement of the parental leave or if that position no longer exists, to another position in accordance with this Agreement.
- (h) While on parental leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during parental leave shall not be used for the purposes of calculating vacation leave credits.
- (i) The employee shall have the option of maintaining the benefit plans in which the employee participated prior to the commencement of the employee's parental leave.
- (j) The Employer shall notify the employee of the option and the date beyond which the option referred to in Article 18.05 (i) may no longer be exercised at least ten (10) days prior to the last day on which the option could be exercised to avoid an interruption of benefits.
- (k) Where the employee opts in writing to maintain the benefit plans referred to in Article 18.05(i), the employee shall enter into an

arrangement with the Employer to pay the cost required to maintain the benefit plans, including the Employer's share thereof.

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

### **18.06 Adoption Leave**

- (a) An employee who has been employed with the Employer for at least one (1) year, who becomes a parent for one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children pursuant to the law of the Province is entitled to an unpaid leave of absence of up to seventeen (17) weeks, or more, if required by the adoption agency.
- (b) The Employer shall require an employee who requests Adoption Leave pursuant to Article 18.06 (a) to submit a certificate 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 seventeen (17) weeks after the adoption leave begins or fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier.
- (d) Notwithstanding Article 18.06 (b), where an employee has begun adoption leave, and the child to whom the adoption leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the employee is entitled to return to and resume work in the position held immediately before the leave began or, if that position no longer exists, to another position in accordance with this Agreement. The employee is entitled to only one (1) interruption and deferral of each adoption leave.
- (e) The employee shall give the Employer two (2) weeks notice of the date the employee will begin adoption leave.
- (f) The employee shall give the Employer 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 18.06 (a), the employee shall resume work in the same position she held prior to the commencement of the parental leave or if that position no longer exists, to another position in accordance with this Agreement.
- (h) While on adoption leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during adoption leave shall not be used for the purposes of calculating vacation leave credits.
- (i) While an employee is on adoption leave, the Employer shall permit the employee to continue participation in eligible benefit plans. The employee shall be responsible to pay both the Employer and the employee's shares of the premium costs for maintaining such coverage for which the employee is eligible during the period of leave, except for the group health and dental plans which, at the employee's option may continue to be cost-shared at the existing rate of 65% employer and 35% employee.

#### **18.07 Parental and Adoption Leave Allowance**

- (a) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to the *Employment Insurance Act, 1996*, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) 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.
- (c) In respect to the period of parental or adoption leave, payments made according to the (S.E.B.) Plan will consist of the following:
  - (i) Where the employee is subject to a waiting period of two (2) weeks before receiving E. I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;

- (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E. I. benefits the employee is eligible to receive and 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.
- (d) 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.
- (e) 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.
- (f) The Employer will not reimburse the employee for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

#### **18.08 Leave for Birth of Child**

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

#### **18.09 Leave for Adoption of Child**

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

## **18.10 Leave for Family Illness and Medical and Dental Appointments**

Full-time employees shall be entitled to leave of absence with pay for up to thirty-five (35) hours per fiscal year to attend to an illness of a member of the employee's immediate family meaning spouse, son, daughter, father or mother (or legal guardian) and any relative who permanently resides with the employee and when no one at home other than the employee can provide for the needs of the ill person or to engage in personal preventative medical and dental care.

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

## **18.11 Compassionate Care Leave**

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

## **18.12 Education Leave**

- (a) Where the Employer requires and authorizes in writing an employee to pursue an educational program which specifically relates to job requirements, a full or partial leave of absence with pay may be granted to the employee. Where leave is granted, the Employer will pay for tuition and books. External licensing requirements are the responsibility of the employee.
- (b)
  - (i) A leave of absence without pay may be granted to an employee for the purpose of pursuing an educational program.
  - (ii) The employee shall have the option of maintaining the benefit plans in which the employee participated prior to the commencement of the employee's education leave.
  - (iii) The Employer shall notify the employee of the option referred to in Article 18.12 (b)(ii) and the date beyond which the option may no longer be exercised at least ten (10) days prior to the last day on which the option could be exercised to avoid an interruption of benefits.
  - (iv) Where the employee opts in writing to maintain the benefit plan referred to in Article 18.12 (b)(ii), the employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's portion

thereof, and the Employer shall process the documentation and payments as arranged.

- (v) Where operational requirements permit, and on reasonable notice, leave of absence for education purposes shall not be unreasonably denied.
- (c) Upon completion of education leave pursuant to this Article, an employee shall be entitled to return to her former position or if that position no longer exists, to another position in accordance with this Agreement.

### **18.13 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 the Employer requires attendance at an in-service conference(s) and it is not held during the employee's scheduled hours of work, the employee shall be paid for all hours of attendance in accordance with Article 14 or Article 36.07, whichever is applicable.

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

- (a) It is the responsibility of the employee to make every reasonable effort to arrive to work and to notify their Supervisor if unable to arrive at work due to a storm or hazardous conditions.
- (b) Time lost by an employee of less than two (2) hours for a scheduled shift due to such conditions will be compensated as regular time worked.
- (c) All time lost in excess of two (2) hours in a scheduled shift will be deemed to be leave, and shall, at the employee's option, be:
  - (i) made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor; or
  - (ii) charged to the employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or

- (iii) otherwise deemed to be leave without pay.
- (d) Where an employee requests permission to leave work prior to the completion of her scheduled shift because of hazardous conditions arising from a storm, the Employer may, where operational requirements permit, excuse the employee, in which case Article 18.14 (b) & (c) above shall apply.

### **18.15 Public Office Leave**

- (a) The Employer shall grant a leave of absence without pay upon the request of an employee to run as a candidate in a Federal, Provincial, or Municipal election. If the employee withdraws as a candidate or is an unsuccessful candidate, she is entitled to return to her former position without loss of benefits provided that the employee gives two (2) weeks notice to the Employer of her intent to return unless the parties mutually agreed to a shorter notice period.
- (b) An employee in the bargaining unit who is elected to full-time office in the Federal, Provincial, or Municipal level of Government shall be granted a leave of absence without pay, for a term not exceeding five (5) years. Upon return, the employee will be placed in her former position, or where the position no longer exists to a similar vacant position for which she is qualified and at the rate of pay for that classification. The employee shall retain all benefits which accrued up to the time the employee commenced the leave of absence, and shall be placed on the same step of the salary scale in the new classification as in the classification occupied prior to commencing the leave.

## **ARTICLE 19 - SICK LEAVE**

### **19.01 Eligibility**

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

## **19.02 Accumulation of Credits**

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

## **19.03 Medical Certificate**

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

## **19.04 Employee Entitlement**

Except as provided in Article 34.02, an employee whose illness or injury is one which is covered by the terms of the Nova Scotia Workers' Compensation Act is not entitled to receive any benefits pursuant to this Article.

## **19.05 Information to Employee**

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

## **19.06LTD Top Up**

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

## **19.07Top Up Limitation**

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

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

## **20.01 Employee Performance Review**

When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss and then sign the review form in question to indicate that its contents have been read and such employee shall be provided with a copy of the review form. An employee shall, upon her request, be granted up to forty-eight (48) hours to sign the performance appraisal and add her comments.

The Employer will endeavor to do performance appraisals on a regular annual basis.

## **20.02Record of Disciplinary Action\***

- (a) The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing.
- (b) An employee who has been subject to disciplinary action other than suspension may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that the

personnel file be cleared of any record of disciplinary action. Such request shall be granted providing the employee's file does not contain any further record of disciplinary action during the two (2) year period, of which the employee is aware. The Employer shall confirm in writing to the employee that such has been effected.

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

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

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

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

## **ARTICLE 21 - DISCIPLINE AND DISCHARGE**

### **21.01 Just Cause**

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

### **21.02 Notification**

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

### **21.03 Grievance**

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

alleging violation of Article 21.01 she shall lodge her grievance at the second step of the grievance procedure.

## **ARTICLE 22 - JOB SECURITY**

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

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

## **22.02 Training and Retraining**

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

## **22.03 Application**

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

## **22.04 Transition Support Program**

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

## **22.05 Employee Placement Rights**

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

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

- (b) An employee whose position is redundant or who is in receipt of layoff notice and who has not received a payment pursuant to the Transition Support Program (TSP) payment must accept a placement in accordance with Article 22 or resign without severance.
- (c) An employee will have a maximum of two (2) full days to exercise her placement rights in this step of the placement process.
- (d) Where an employee accepts a position in a classification, with the maximum salary, which is less than the maximum salary of the employee's current classification, the employee shall be paid the salary of the classification of the employee's new position.

## **22.06 Volunteers**

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

## **22.07 Insufficient Volunteers**

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

## **22.08 Layoff Notice**

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

- (b) The employees in receipt of layoff notice shall have the rights of an employee in receipt of layoff notice pursuant to this Article.

## **22.09 Layoff**

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

## **22.10 Layoff Procedure**

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

## **22.11 Notice of Layoff**

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

- (ii) to accept layoff and be entitled to recall in accordance with Article 22.14;
- (iii) to accept the TSP.

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

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

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

## **22.13 Displacement Procedure**

- (a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests or standards reflecting the functions of the job concerned, an employee in receipt of layoff notice has the right to displace another employee. The employee to be displaced shall be an employee with lesser seniority who:
  - (i) is the least senior employee in the displacing employee's classification/classification grouping;
  - (ii) where no such junior employee exists, the least senior employee in any classification/classification grouping in the displacing employee's bargaining unit.
- (b) An employee who chooses to exercise rights in accordance with Article 22.13 may elect at any step, beginning with Article 22.11, to accept layoff and be placed on the recall list or to resign with severance pay in accordance with Article 22.20(g)(ii).
- (c) An employee who is displaced pursuant to Article 22 shall be entitled to:
  - (i) take the Transition Support Program, or,
  - (ii) go on the Recall List, or

- (iii) subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests or standards reflecting the functions of the job concerned be placed in any vacancy in any bargaining unit.
- (d) An employee will have a maximum of two (2) full days to exercise her rights at any of the foregoing steps of the displacement procedures provided for herein.
- (e) Where an employee accepts a position in a classification, the maximum salary of which is less than the maximum salary of the employee's current classification, the employee shall be paid the salary of the classification of the employee's new position.

## **22.14 Recall Procedures**

- (a) Employees who are laid off shall be placed on a Recall List.
- (b) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests or standards reflecting the functions of the job concerned, employees placed on the Recall List shall be recalled by order of seniority to any position for which the employee is deemed to be qualified. Positions pursuant to this section shall include all positions in the bargaining unit.
- (c) The Employer shall give notice of recall by registered mail to the employee's last recorded address. Employees are responsible for keeping the Employer informed of their current address.
- (d) An employee entitled to recall shall return to the services of the Employer within two (2) weeks of notice of recall, unless on reasonable grounds she is unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing the right of any future recall, except in the case of recall to the employee's same position classification title or position classification title series, in which event she will be struck from the Recall List. However, an employee's refusal to accept recall to her same position classification title or position classification title series at the time of layoff will not result in loss of recall rights in the case of recall for occasional work or for employment of short duration of time during which she is employed elsewhere.

- (e) Employees on the Recall List shall be given first option of filling vacancies normally filled by casual workers, providing they possess the necessary qualifications, skills, and abilities, as determined by the Employer, reflecting the functions of the job concerned. A permanent employee who accepts such casual work retains her permanent status.

## **22.15 Termination of Recall Rights**

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

## **22.16 Loss of Seniority**

An employee shall lose seniority in the event that:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns her bargaining unit position or abandons her bargaining unit position subject to Article 40.02;
- (c) she fails to notify the Employer within 48 hours of recall; or
- (d) the employee is laid off for more than twelve (12) consecutive months without recall; or
- (e) the employee has been appointed in an acting capacity to a position excluded from the bargaining unit for a period in excess of twenty-four (24) months, in accordance with Article 32.13.

## **22.17 No New Employees**

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

## **22.18 Transition Support Program**

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

## **22.19 Layoff Exception**

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

## **22.20 Contracting Out**

### **(a) Notice**

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

### **(b) Employer Disclosure**

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

### **(c) Union Response**

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

### **(d) Employer Response**

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

**(e) Hiring Preference**

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

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

**(f) TSP Payment Offers**

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

classification grouping shall include, as a minimum, the classification(s) of the employees affected in the work area by the contracting out of services.

**(g) Placement Procedure**

- (i) If a sufficient number of employees accept the TSP payment offer, the Employer will place the remaining employees whose positions were declared redundant in the vacancies created by the employees accepting the TSP payment offer; or other appropriate vacancies. This placement will be by seniority, subject to consideration of ability, experience, qualifications, or the Employer establishing that special skills or qualifications are required according to objective tests or standards reflecting the functions of the job concerned.
- (ii) Where the employee refuses a placement in the bargaining unit, the salary of which is at least seventy-five per cent (75%) of the present salary of the employee's current position, the employee is deemed laid off. The employee will be entitled to severance as follows:
  - (1) one-half ( $\frac{1}{2}$ ) month's pay, if she has been employed for three years, but less than ten (10) years;  
  
one (1) month's pay if she has been employed for ten (10) years, but less than fifteen (15) years;  
  
two (2) months' pay if she has been employed for fifteen (15) years, but less than twenty (20) years;  
  
three (3) months' pay if she has been employed for twenty (20) years, but less than twenty-five (25) years;  
  
four (4) months' pay if she has been employed for twenty-five (25) years, but less than thirty (30) years;  
  
five (5) months' pay if she has been employed for thirty (30) or more years.
  - (2) The amount of severance pay provided herein shall be calculated by the formula:

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

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

**(h) Second TSP Payment Offer**

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

**(i) Further TSP 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 23 - GRIEVANCE PROCEDURE**

### **23.01 Grievances**

- (a) An employee(s) who feels that she has been treated unjustly or considers herself aggrieved by any action or lack of action by the Employer shall first discuss the matter with her immediate management supervisor no later than twenty-five (25) days after the date on which she became aware of the action or circumstance. The employee(s) may have a Steward present if so desired.
- (b) The supervisor shall answer the dispute within three (3) days of the discussions unless the Union agrees to extend this time limit.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and the supervisor shall be notified accordingly.

- (d) In each of the following steps of the grievance procedure, the Employer's designated representative shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure. Such meeting(s) may be waived by mutual agreement.

### **23.02 Union Approval**

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

### **23.03 Grievance Procedure**

The following grievance procedure shall apply:

#### Step 1

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

#### Step 2

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

#### Step 3

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

### **23.04 Grievance Mediation**

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

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

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

### **23.06 Union Representation**

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

### **23.07 Time Limits**

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

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

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

### **23.09 Policy Grievance**

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

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

Cases of sexual harassment and personal harassment as defined by the protected characteristics set out in Article 2.03 shall be considered as discrimination and a matter for grievance and arbitration. Such grievances may be filed by the aggrieved employee and/or the Union at Step 3 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

## **ARTICLE 24 - ARBITRATION PROCEDURE\***

### **24.01 Notification**

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

### **24.02 Referral to Arbitration**

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

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

### **24.03 Regular Arbitration Procedure**

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

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

**(b) Arbitration Board**

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

**(c) Arbitration Procedure**

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

**24.04 Expedited Arbitration Procedure**

**(a) Eligibility For Utilization**

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

**(b) Rules of Procedure**

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

**24.05 Relief Against Time Limits**

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

## **24.06 Arbitration Award**

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

## **24.07 Arbitration Expenses**

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

## **24.08 Pre-Hearing Disclosure\***

The arbitrator or the arbitration board has the power to order pre-hearing disclosure of relevant documents at the request of one party to the Arbitration with notice to the other affected party.

# **ARTICLE 25 - JOINT CONSULTATION**

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

# **ARTICLE 26 - RETIREMENT ALLOWANCE**

## **26.01 Retirement Allowance**

An employee who is retired because of age, or mental or physical incapacity, shall be granted a Retirement Allowance, the equivalent of:

- (a) one-half (1/2) month's pay, if she has been employed for three (3) years but less than ten (10) years;
- (b) one (1) month's pay, if she has been employed for ten (10) years but less than fifteen (15) years;
- (c) two (2) month's pay, if she has been employed for fifteen (15) years but less than twenty (20) years;

- (d) three (3) month's pay, if she has been employed for twenty (20) years but less than twenty-five (25) years;
- (e) four (4) month's pay, if she has been employed for twenty-five (25) years but less than thirty (30) years;
- (f) twenty-three (23) week's pay, if she has been employed for thirty (30) or more years.

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

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

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

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

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

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

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

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

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

- 27.01** The Employer will continue the existing pension and insurance plans as amended from time to time. The conditions established in these plans respecting eligibility and contributions shall govern, notwithstanding any other provisions of this Agreement.
- 27.02** The Employer shall pay sixty-five percent (65%) of the cost of premiums of the Nova Scotia Association of Health Organizations Blue Cross Medical Insurance and the Nova Scotia Association of Health Organizations Dental Care Plan or their equivalents. This provision shall apply to employees who agree to pay the other thirty-five percent (35%) of the premium. Participation in the Dental Care Plan is mandatory for all employees who meet the eligibility requirements, unless the employee provides proof of alternate coverage through a spouse's plan.
- 27.03** The Union if it requests, may review the current financial statement of the existing pension plan.
- 27.04** The Employer and the Union agree to include all employees of the bargaining unit as participants in the LTD Program. Terms and conditions for participation in the LTD Program as well as the payment of benefits shall be determined by the LTD Program.
- 27.05** Should an employee in receipt of Long Term Disability benefits cease to be disabled and provided she is able to perform her full job, such employee shall have a right to return to her former or equivalent position with the Employer. The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining an employee's suitability for reinstatement. The Union acknowledges its duty to cooperate in facilitating the employee's return to work.

## **ARTICLE 28 - HEALTH & SAFETY**

### **28.01 Health and Safety Provisions**

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

### **28.02 Occupational Health and Safety Act**

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

### **28.03 Joint Occupational Health and Safety Committee**

- (a) The Employer shall establish and maintain a Joint Occupational Health and Safety Committee as provided for in the Occupational Health and Safety Act.
- (b) The committees shall consist of such number of persons as may be agreed by the Employer, the employees and the applicable 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 28.03(h) shall include an annual determination of the method of selecting the person or persons who shall:
  - (i) chair the committee; and
  - (ii) hold the position of the chair for the coming year.
- (k) Where agreement is not reached on:
  - (i) the size of the committee;
  - (ii) the designation of employees to be members; or
  - (iii) rules of procedure;the Director shall determine the matter.
- (l) It is the function of the committee to involve the Employer and employees together in occupational health and safety in the

workplace, and without restricting the generality of the foregoing, includes:

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

- (3) as are established by the Regulations of the Occupational Health and Safety Act.

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

- (a) Any employee may refuse to do any act at the employee's place of employment where the employee has reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person until
- (i) the Employer has taken remedial action to the satisfaction of the employee;
  - (ii) the committee has investigated the matter and unanimously advised the employee to return to work; or
  - (iii) an officer appointed under the Occupational Health and Safety Act has investigated the matter and has advised the employee to return to work.
- (b) Where an employee exercises the employee's right to refuse to work pursuant to Article 28.04(a), the employee shall:
- (i) immediately report it to the supervisor;
  - (ii) where the matter is not remedied to the employee's satisfaction, report it to the committee or the representative, if any; and
  - (iii) where the matter is not remedied to the employee's satisfaction after the employee has reported pursuant to Article 28.04(b)(i)(ii), report it to the Occupational Health and Safety Division of the Department of Labour.
- (c) At the option of the employee, the employee who refuses to do any act pursuant to Article 28.04(a) may accompany an Occupational Health and Safety officer or the committee or representative, if any, on a physical inspection of the workplace, or part thereof, being carried out for the purpose of ensuring others understand the reasons for the refusal.
- (d) Notwithstanding Subsection 50 (8) of the Occupational Health and Safety Act, an employee who accompanies an Occupational Health and Safety officer of the Department of Labour, the committee or a representative, as provided in Article 28.04(c), shall be compensated

in accordance with Article 28.04(g), but the compensation shall not exceed that which would otherwise have been payable for the employee's regular or scheduled working hours.

- (e) Subject to this Agreement, and subsection (c), where an employee refuses to do work pursuant to Article 28.04(a), the Employer may reassign the employee to other work and the employee shall accept the reassignment until the employee is able to return to work pursuant to Article 28.04(a).
- (f) Where an employee is reassigned to other work pursuant to Article 28.04 (e), the Employer shall pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued in the employee's normal work.
- (g) Where an employee has refused to work pursuant to Article 28.04(a) and has not been reassigned to other work pursuant to Article 28.04 (e), the Employer shall, until Article 28.04 (a)(i), (ii) or (iii) is met, pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued to work.
- (h) A reassignment of work pursuant to subsection 28.04(e) is not a discriminatory act pursuant to Section 45 of the Occupational Health and Safety Act.
- (i) An employee may not, pursuant to this Article, refuse to use or operate a machine or thing or to work in a place where:
  - (i) the refusal puts the life, health or safety of another person directly in danger; or
  - (ii) the danger referred to in Article 28.04 (a) is inherent in the work of the employee.

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

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

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

## **28.06 First-Aid Kits**

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

## **28.07 Safety of Pregnant Employees**

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

## **28.08 Uniforms & Protective Clothing**

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

# **ARTICLE 29 – TRANSPORTATION\***

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

An employee who is required to travel to and from work between 2400 and 0600 hours shall be entitled to be reimbursed for actual transportation expenses incurred to a maximum of ten dollars (\$10.00) each way per shift, or thirty-eight point eight five (38.85) cents per kilometre to the above mentioned maximum.

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

- (a) Staff shall be reimbursed for transportation to and from meetings or appointments that they are required to attend on the Employer's business.
- (b) Employees providing their own transportation will be reimbursed at thirty-eight point eight five (38.85) cents per kilometre.

## ARTICLE 30 - JOB POSTING

### 30.01 Job Posting

- (a) When a new permanent position, a permanent vacancy or a long assignment is created within the bargaining unit, the Employer shall post a notice of such in buildings where employees in the bargaining unit work.
- (b)
  - (i) The posting of a permanent position or vacancy shall be for a minimum of ten (10) days.
  - (ii) The posting of a long assignment shall be for a minimum of seven (7) days.
- (c) Should a short assignment not be able to be filled in accordance with Article 39.05, the posting of a short assignment shall be for a minimum of five (5) days.
- (d) The notice posted shall indicate:
  - (i) the classification and work area;
  - (ii) whether the posting is for a permanent or a long or short assignment (if necessary);
  - (iii) the expected duration of the assignment;
  - (iv) whether the appointment is full-time, part-time or any applicable part-time designation.
- (e) Only those positions which cannot be filled with a qualified employee from the bargaining unit will be available for filling from outside the bargaining unit.

### 30.02 Filling Vacancies or Assignments

Where it is determined by the Employer that:

- (a) two or more bargaining unit applicants for a position in a bargaining unit are qualified; and

- (b) those applicants are of equal merit, preference in filling the vacancy or Assignment shall be given to the applicant with the greatest length of seniority.

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

### **30.03 Trial Period**

Should the successful candidate for a posted vacancy be a current bargaining unit member, she will be placed in the position on a trial period for up to four hundred and ninety-five (495) hours. If she proves unsatisfactory in the new position, or chooses to return to her former position during the trial period, she will be returned to her former position and salary without loss of seniority and any other employee promoted or transferred because of the rearrangement of positions will be returned to her former position and salary without loss of seniority.

### **30.04 Retention of Status**

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

### **30.05 Notification to Unsuccessful Candidates**

The Employer shall notify those candidates for a permanent vacancy or long assignment who were granted interviews that they were not the successful candidate for the said vacancies.

## **ARTICLE 31 - REOPENER CLAUSE**

### **31.01 Reopener**

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

## **ARTICLE 32 – PAY\***

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

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

General Increases as follows:

- (a) Effective November 1, 2006, the rates of pay in effect as of October 31, 2006 shall be increased by 2.9%.
- (b) Effective November 1, 2007, the rates of pay in effect as of October 31, 2007 shall be increased by 2.9%.
- (c) Effective November 1, 2008, the rates of pay in effect as of October 31, 2008 shall be increased by 2.9%.

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

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

### **32.03 Exception**

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

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

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

### **32.05 Exception**

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

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

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

### **32.07 Anniversary Date**

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

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

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

### **32.09 Salary Increments**

- (a) The Employer, except as provided in Article 32.12, on the recommendation of the Head of the Department, may grant an increment for satisfactory service after an employee has served for consecutive periods of twelve (12) months following her first day of the month established in Article 32.07, or twelve (12) months following the date of change in her rate of compensation as established in Articles 32.04, 32.05 and 32.06.
- (b) The Employer may advance the date of granting an increment.

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

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

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

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

### **32.12 Increases**

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

### **32.13 Acting Pay**

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

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

An employee shall receive a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked, including overtime hours worked, on shifts, half or more of the hours of which are regularly scheduled between 6:00 p.m. and 6:00 a.m.

### **32.15 Weekend Premium\***

Employees working during the fifty-five (55) consecutive hour weekend period commencing 0000 hours Saturday to 0700 hours Monday shall be compensated with a premium of one dollar and fifty cents (\$1.50) per hour worked (or part thereof) during the period including overtime hours worked and time worked during a callback.

## **ARTICLE 33 - CLASSIFICATION & RECLASSIFICATION**

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

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

### **33.02 Classification Appeal Procedure**

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

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

employee occupies, or if the employee believes there is a conflict between the classification standards or position description and the statement of duties, the employee may initiate a formal appeal in writing to the Director of Human Resources. The Director of Human Resources shall respond in writing to the employee within thirty (30) days of the receipt of such appeal.

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

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

### **34.01 Report of Injuries**

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

### **34.02 Benefit Entitlement**

When an employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the employee is unable to perform her duties, the Employer shall grant to the employee injury on duty leave at the level of compensation and in the manner prescribed by the Workers' Compensation Act for a period as the Workers' Compensation Board may specify. The Employer agrees to allow employees to draw upon their accumulated sick leave banks to supplement the benefits provided to them by the WCB. The amount of these supplemental payments shall be limited to the difference between the WCB benefit level and the amount of the employee's pre-injury net annual earnings during the period of leave approved by the WCB. The Employer shall deduct from the employee's sick leave credits an equivalent number of sick leave hours as were paid in the

supplement. Such payments will be maintained only so long as the supplemental payments do not result in a reduction in the amounts paid by the WCB and the employee has sufficient sick leave credits in her bank.

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

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

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

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

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

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

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

### **36.02 Entitlement to Benefits**

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

### **36.03 Earning Entitlements**

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

### **36.04 Unpaid Leave**

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

### **36.05 Bereavement Leave**

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

### **36.06 Service**

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

### **36.07 Overtime**

- (a) Part-time employees will be entitled to overtime compensation in accordance with this Agreement when they work in excess of the normal full-time bi-weekly hours.
- (b) Part-time employees who are scheduled for a shift of seven (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.

- (e) Where the additional time is offered to an employee from any work area pursuant to Article 39.03 (e)(ii), and the employee accepts the shift, she shall be compensated at her straight time hourly rate for the additional shift. Where the employee works beyond the scheduled shift, or the employee works in excess of the normal full-time bi-weekly hours, she shall be compensated at the overtime rate.

### **36.08 Group Insurance**

- (a) Part-time employees, who meet the eligibility requirements of the plans will be covered by the Nova Scotia Association of Health Organizations benefit plans (medical and dental), or their equivalent, on the same basis, as outlined in Article 27.02 for full-time employees.
- (b) Subject to Article 36.02, part-time employees will be covered by group life insurance with benefit entitlement prorated on the basis of hours worked. For example, fifty per cent (50%) of the full-time hours in a position with an annual (full-time) salary of \$30,000 will have her insurance coverage based on \$15,000 per annum salary.
- (c) Subject to Article 36.02, part-time employees are entitled to coverage pursuant to the Long Term Disability Plan applicable to full-time employees covered by this collective agreement.

### **36.09 Pension**

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

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

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

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

### **37.02 Rights and Benefits**

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

### **37.03 Existing Employees Only**

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

### **37.04 Operational Requirements**

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

### **37.05 Qualifications**

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

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

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

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

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

### **37.08 Work Schedule Requirements**

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

### **37.09 Service**

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

### **37.10 Hours of Work\***

For the purposes of this Agreement, an employee's regular work day or regular work week will be the employee's scheduled hours of work under the job-sharing arrangement. A day on which an employee is not scheduled to work will be considered as the employee's rest day. Time worked by an employee outside her scheduled hours of work will be compensated in accordance with Article 36.07.

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

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

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

- (c) Other Paid Leaves - One-half (1/2) the entitlement provided for in this Agreement.
- (d) Group Life Assurance - Cost sharing of premiums and benefit entitlement will be based on one-half the employee's normal full-time salary.

### **37.12 Pension**

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

### **37.13 Termination**

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

### **37.14 Notice**

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

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

If the two employees wish to extend their job-sharing arrangement beyond the initial period covered by their application or the maximum two-year period provided for in Article 37.07, they shall give a minimum of sixty (60) calendar days' written notice of such intent prior to the expiry of the original job-sharing arrangement.

### **37.16 Filling of Vacancy**

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

### **37.17 Costs**

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

## **ARTICLE 38 - CASUAL EMPLOYEES**

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

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

### **38.02 Exceptions**

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

- (a) Service (Article 1.02)
- (b) Appointment (Article 9)
- (c) Time off for Union Business (Article 12)
- (d) Hours of Work (Article 13)
- (e) Overtime (Article 14)
- (f) Vacations (Article 16)
- (g) Holidays (Article 17)
- (h) Leaves (Article 18)
- (i) Sick Leave (Article 19)
- (j) Pensions (Article 27)
- (k) Group Insurance (Article 27)
- (l) Long Term Disability (Article 27)
- (m) Retirement Allowance (Article 26)
- (n) Job Security (Article 22)
- (o) Part-Time Employees (Article 36)

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

### **38.03 Appointment**

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

### **38.04 Probationary Period**

- (a) Notwithstanding Article 38.03, a newly hired casual employee may be appointed on a probationary basis for a period not to exceed twelve (12) months.
- (b) The Employer shall, after the employee has served as a casual on a probationary basis for a period of twelve months, confirm the completion of the probationary period.
- (c) A casual employee who has completed her probationary period and whose employment has been terminated for any reason and who is reappointed within the same work area as a casual within twelve (12) months from the date of termination shall only be required to serve a probationary period of three (3) months.

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

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

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

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

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

In lieu of benefits provided to employees under the Collective Agreement, casual employees filling a relief assignment shall be compensated with a supplementary payment equal to eleven percent (11%) of her earnings in

each bi-weekly period. This payment will represent four percent (4%) for vacation and seven percent (7%) for all other benefits.

### **38.08 Overtime**

A casual employee shall be entitled to overtime compensation at one and one-half times (1 1/2T) her rate of pay when she works in excess of seventy (70) hours biweekly.

### **38.09 Holiday Pay**

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

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

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

### **38.11 Leaves**

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

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

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

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

Casual employees shall have experience recognized and be placed on the appropriate increment step. One (1) year experience for casual employees shall mean 1820 hours worked.

### **38.14 Pay Increments**

A casual employee shall be entitled to an increment on the completion of 1820 hours worked and a further increment upon the completion of each period of 1820 hours worked thereafter to a maximum for the employee's classification.

### **38.15 No Avoidance**

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

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

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

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

### **39.01 Casual Availability List**

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

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

Notwithstanding any provision of this Article, all available casual work shall be first offered to an employee who has recall rights provided she possesses the necessary qualifications, skills, and abilities, as determined by the Employer, reflecting the functions of the job concerned. An employee on the Recall List may instruct the Employer to remove her name from a Work Area Specific Casual List at the time of layoff notice or any time during the recall period as specified in Article 22.

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

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

(f) Casual Employees

A casual employee may place her name on any Work Area Specific Casual List(s).

(g) The Employer may determine that an employee on the Work Area Specific Casual List no longer possesses the necessary qualifications, skills, and abilities as determined by the Employer, reflecting the functions of the job concerned. If the Employer determines that the employee is no longer qualified, the employee shall be struck from that Work Area Specific Casual List, in which case written notification shall be given to the Union and the employee.

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

### **39.04 Long Assignments**

(a) A Long Assignment is non-permanent work of a duration greater than nine (9) months and shall be used for the purpose of filling vacancies temporarily vacated as a result of long term disability, job-share arrangements, Workers' Compensation leave, and approved leaves of greater than nine month; and for filling special projects.

(b) Except in the circumstances outlined in paragraph (c) below, Long Assignments shall be posted in accordance with Article 30.

(c) Where the Long Assignment is being used to temporarily replace an employee on a pregnancy-related absence for a continuous period in excess of nine (9) months, which includes the total pregnancy leave combined with an employee's parental leave and any other related leave, the assignment may be filled in accordance with the procedure in Article 39.05. An employee on such long assignment shall in all other respects be treated as an employee on Long Assignment.

(d) A permanent employee who applies for and accepts a Long Assignment shall maintain her permanent status for the duration of that Assignment. Benefits shall be pro-rated in accordance with the designation of the Assignment.

- (e) A casual employee who accepts a Long Assignment shall receive fifteen days (15) paid vacation leave pro-rated for the designation and the duration of her assignment.
- (f) Notwithstanding Article 38.02, a casual employee who accepts a Long Assignment shall only be excluded from the following benefits:
  - (i) Prepaid Leave (Article 41)
  - (ii) Education Leave (Article 18.10)
  - (iii) Retirement Allowance (Article 26)
  - (iv) Job Security (Article 22)
  - (v) Job Sharing (Article 37)
- (g) All benefits enjoyed by a casual employee in a Long Assignment shall be pro-rated as appropriate for the designation and duration of the Assignment.
- (h) A casual employee who accepts a Long Assignment shall be entitled to Group Insurance, Medical Benefits, and at the casual employee's option, Pension (Article 27) so long as the employee meets the eligibility requirements of the applicable plan.
- (i) A casual employee who accepts a Long Assignment will be scheduled in accordance with Article 13 of this Agreement.
- (j) Overtime shall be granted in accordance with Article 14 or Article 36, whichever is applicable to the Assignment.
- (k) When the Long Assignment ends, a permanent employee shall return to her former position, or if that position no longer exists, to another position in accordance with this Agreement.
- (l) When a Long Assignment ends, a casual employee shall return to the Work Area Specific Casual List(s).
- (m) If a Long Assignment or consecutive Long Assignments extend beyond four (4) years, a casual employee in such Assignment(s) shall receive all benefits a permanent employee would receive effective at the start of the fifth (5th) year.

### **39.05 Short Assignments**

- (a) A Short Assignment is non-permanent work of a duration of greater than one month but not exceeding nine (9) months.
- (b) Short Assignments shall be filled from the Work Area Specific Casual List as follows:
  - (i) employees on the recall list in order of their seniority;
  - (ii) permanent part-time employees in order of their seniority;
  - (iii) casual employees in order of their seniority.
- (c) If a Short Assignment is not able to be filled in accordance with Article 39.05(b), it shall be posted in accordance with Article 30.
- (d) An employee offered a Short Assignment is not required to accept the Assignment.
- (e) A permanent employee who accepts a Short Assignment shall maintain her permanent status for the duration of that Assignment. Benefits shall be pro-rated for the designation of the Assignment, if applicable.
- (f) A casual employee who accepts a Short Assignment shall receive fifteen days (15) paid vacation leave pro-rated for the designation and the duration of her assignment.
- (g) Notwithstanding Article 38.02, a casual employee who accepts a Short Assignment shall only be excluded from the following benefits:
  - (i) Prepaid Leave (Article 41)
  - (ii) Education Leave (Article 18.10)
  - (iii) Retirement Allowance (Article 26)
  - (iv) Job Security (Article 22)
  - (v) Job Sharing (Article 37)
- (h) A casual employee who accepts a Short Assignment will be scheduled in accordance with Article 13 of this Agreement.
- (i) Overtime shall be granted in accordance with Article 14 or Article 36, whichever is applicable to the Assignment.

- (j) When a Short Assignment ends, a permanent employee shall return to her previous position, or if that position no longer exists, to another position in accordance with this Agreement.
- (k) When the Short Assignment ends, a casual employee shall return to the Work Area Specific Casual List(s).

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

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

### **39.07 Relief Assignments**

- (a) An Assignment that does not exceed one (1) month (a “Relief Assignment”) shall be offered on a rotating basis to employees on a Work Area Specific Casual List. Where operational requirements permit, an employee may be assigned up to a maximum of five (5) consecutive working days.
- (b) The assigning order for a Work Area Specific Casual List is:
  - (i) employees on the recall list in order of their seniority;
  - (ii) permanent part-time employees in order of their seniority; and
  - (iii) casual employees in order of their seniority;
- (c) An employee offered Relief Assignment is not required to accept the Assignment.
- (d) Accepting a Relief Assignment shall not increase the designation of a Permanent Part-time Employee.

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

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

### **39.09 Reporting Pay**

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

### **39.10 Termination of Assignments**

- (a) The Employer may terminate a Long Assignment, a Short Assignment, or a Relief Assignment at any time.
- (b) If a Long Assignment or a Short Assignment is to be discontinued, the Employer shall advise the employee in writing not less than ten (10) working days prior to the date of discontinuance.
- (c) The Employer will notify the Union when a Long Assignment or Short Assignment is discontinued.

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

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

### **39.12 Completion of Assignments**

- (a) An employee who accepts a Long or Short Assignment cannot commence another such assignment until the employee's existing assignment is completed.
- (b) An employee who accepts a Long or Short Assignment may apply for and accept a permanent position.

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

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

### **39.14 Overtime Restrictions**

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

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

### **40.01 Notice of Resignation**

If an employee desires to terminate her employment, she shall 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.

### **40.02 Absence Without Permission**

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

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

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

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

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

## **40.05 Withdrawal of Resignation**

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

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

### **41.01 Purpose**

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

### **41.02 Terms of Reference**

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

### **41.03 Eligibility**

Any permanent employee is eligible to participate in the Plan.

### **41.04 Application**

- (a) An employee must make written application to the Employer at least four (4) calendar months in advance, requesting permission to

participate in the Plan. A shorter period of notice may be accepted by the Employer. Entry date into the Plan for deductions must commence at the beginning of a bi-weekly pay period.

- (b) Written acceptance or denial of the request, with explanation, shall be forwarded to the employee within two (2) calendar months of the written application.

#### **41.05 Leave**

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

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

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

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

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

#### **41.07 Benefits**

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

#### **41.08 Withdrawal**

- (a) An employee may withdraw from the Plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be submitted in writing, detailing the reason(s) therefore, as soon as possible prior to the commencement of the leave.

- (b) In the event of withdrawal the employee shall be paid a lump sum adjustment equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible within sixty (60) calendar days of withdrawal from the Plan.
- (c) An employee who is laid off during the deferral period will be required to withdraw from the Plan.
- (d) Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the employee's estate as soon as possible within two (2) bi-weekly pay periods upon notice to the Employer.

#### **41.09 Written Contract**

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

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

**42.01** This Agreement shall be in effect for a term beginning from November 1, 2006 and ending October 31, 2009. After October 31, 2009, this Agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than 30 calendar days prior to the expiration of this Agreement or any renewal thereof. Notice to the Employer shall be sent to the Executive Director, Human Resources, IWK Health Centre, at 5850/5980 University Avenue, and PO Box 9700, Halifax, Nova Scotia B3K 6R8.

**42.02** Upon signing of the Collective Agreement, rates of pay and overtime pay shall be retroactive to November 1, 2006. All other provisions of this Agreement shall come into effect on the date of ratification of the Collective Agreement except as otherwise specified.

**42.03** Members of the bargaining unit who have resigned since October 31, 2006 will have thirty (30) days from the date of signing of this Agreement to apply

in writing for the retroactive wage increase. Application should be made to the Director of Human Resources.

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

Joan Jessome

Sharon Robinson

Tina Webber

B. Higgins

Gina Boyd

Stuart McPhee

Dorcas McNaughton

Marion Lakenman

Kathy Eden

Joanne Robar

Pam Grace

Dated at Halifax, N.S. the 27<sup>th</sup> day of November 2007.

## APPENDIX "A" ALPHABETIZED INDEX OF CLASSIFICATIONS\*

<b>CLASSIFICATION</b>	<b>PAY GRADE</b>
Accounting Clerk Billings / Accts Rec	GC 9
Accounts Payable Clerk	GC 12
Acct/Billings/Acc Rec -- Pediatrics	GC 12
Administrative Assistant 1	GC 7
Administrative Assistant 2	GC 9
Administrative Assistant 3	GC 4
Administrative Assistant 4	GC 11
Admitting Clerk	GC 7
Buyer	GC 19
Cardiology Scheduling Clerk	GC 9
Cashier/B/AR Clerk	GC 12
Clerical Coordinator DI	GC 11
Data Processing Clerk	GC 12
Database Clerk 4	GC 11
Dental Clerk	GC 7
Distribution Clerk	GC 7
General Office Clerk 2	GC 7
General Office Clerk 4	GC 11
General Office Clerk III	GC 9
Mailroom Clerk	GC 6
Medical Transcriptionist	GC 7
Metabolic Nutrition Clerk	GC 4
OR Booking Clerk	GC 4
Post Graduate Education Coordinator	GC 11
Registration/Scheduling Clerk	GC 7
Release of Information Clerk	GC 11
Sr. Accts. Payable Clerk	GC 5
Staffing Coordinator	GC 11
Steno	GC 7
Team Lead Transcription	GC 11
Telecommunications Coordinator	GC 4
Telecommunications Operator	GC 7
Undergraduate Education Coordinator	GC 11
Ward Clerk	GC 7

## APPENDIX "A"

### PAY PLAN

DATE	GC Level	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5
Expiry	4	<b>Administrative Assistant 3 Metabolic Nutrition Clerk OR Booking Clerk Telecommunications Coordinator</b>	16.9353 \$30,822.19	17.4381 \$31,737.34	17.9419 \$32,654.26	18.4445 \$33,569.01	18.9481 \$34,485.54
November 1, 2006			17.4264 \$31,716.09	17.9438 \$32,657.72	18.4622 \$33,601.23	18.9794 \$34,542.49	19.4976 \$35,485.62
November 1, 2007			17.9318 \$32,635.86	18.4642 \$33,604.80	18.9976 \$34,575.67	19.5298 \$35,544.22	20.0630 \$36,514.71
November 1, 2008			18.4518 \$33,582.30	18.9996 \$34,579.34	19.5486 \$35,578.36	20.0962 \$36,575.01	20.6449 \$37,573.63
Expiry	5	<b>Sr. Accts. Payable Clerk</b>	17.8673 \$32,518.52	18.3915 \$33,472.53	18.9167 \$34,415.70	19.4405 \$35,381.77	19.9656 \$36,337.39
November 1, 2006			18.3855 \$33,461.52	18.9249 \$34,443.23	19.4653 \$35,426.82	20.0043 \$36,407.78	20.5446 \$37,391.18
November 1, 2007			18.9186 \$34,431.91	19.4737 \$35,442.09	20.0298 \$36,454.20	20.5844 \$37,463.61	21.1404 \$38,475.52
November 1, 2008			19.4673 \$35,430.43	20.0384 \$36,469.91	20.6106 \$37,511.37	21.1813 \$38,550.05	21.7535 \$39,591.31

DATE	GC Level	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5
Expiry	6	<b>Mailroom Clerk</b>	13.9562	14.2417	14.5258	14.8113	15.0959
			\$25,400.33	\$25,919.82	\$26,437.04	\$26,956.52	\$27,474.53
<b>November 1, 2006</b>			14.3609	14.6547	14.9470	15.2408	15.5337
			\$26,136.89	\$26,671.57	\$27,203.63	\$27,738.31	\$28,271.30
<b>November 1, 2007</b>			14.7774	15.0797	15.3805	15.6828	15.9842
			\$26,894.86	\$27,445.05	\$27,992.53	\$28,542.72	\$29,091.17
<b>November 1, 2008</b>			15.2059	15.5170	15.8265	16.1376	16.4477
			\$27,674.81	\$28,240.95	\$28,804.32	\$29,370.46	\$29,934.81
Expiry	7	<b>Administrative Assistant 1 Admitting Clerk Dental Clerk Distribution Clerk General Office Clerk 2 Medical Transcriptionist Registration/Scheduling Clerk Steno Telecommunications Operator Ward Clerk</b>	15.6590	16.0144	16.3695	16.7235	17.0778
			\$28,499.34	\$29,146.28	\$29,792.44	\$30,436.83	\$31,081.67
<b>November 1, 2006</b>			16.1131	16.4788	16.8442	17.2085	17.5731
			\$29,325.86	\$29,991.45	\$30,656.47	\$31,319.44	\$31,982.96
<b>November 1, 2007</b>			16.5804	16.9567	17.3327	17.7075	18.0827
			\$30,176.31	\$30,861.20	\$31,545.51	\$32,227.70	\$32,910.47
<b>November 1, 2008</b>			17.0612	17.4484	17.8353	18.2210	18.6071
			\$31,051.43	\$31,756.17	\$32,460.33	\$33,162.30	\$33,864.87

DATE	GC Level	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5
Expiry	9	<b>Accounting Clerk Billings / Accts Rec</b> <b>Administrative Assistant 2</b> <b>Cardiology Scheduling Clerk</b> <b>General Office Clerk III</b>	15.8712 \$28,885.62	16.4123 \$29,870.36	16.9534 \$30,855.11	17.4944 \$31,839.86	18.0355 \$32,824.60
November 1, 2006			16.3315 \$29,723.27	16.8883 \$30,736.63	17.4450 \$31,749.99	18.0017 \$32,763.16	18.5585 \$33,776.52
November 1, 2007			16.8051 \$30,585.24	17.3780 \$31,627.99	17.9510 \$32,670.74	18.5238 \$33,713.29	19.0967 \$34,756.04
November 1, 2008			17.2924 \$31,472.21	17.8820 \$32,545.20	18.4715 \$33,618.19	19.0610 \$34,690.98	19.6505 \$35,763.97
Expiry	11	<b>Administrative Assistant 4</b> <b>Clerical Coordinator DI</b> <b>Database Clerk 4</b> <b>General Office Clerk 4</b> <b>Post Graduate Education Coordinator</b> <b>Release of Information Clerk</b> <b>Staffing Coordinator</b> <b>Team Lead Transcription</b> <b>Undergraduate Education Coordinator</b>	19.4514 \$35,401.48	19.9544 \$36,317.02	20.5600 \$37,419.16	21.0106 \$38,239.32	21.5144 \$39,156.25
November 1, 2006			20.0155 \$36,428.19	20.5331 \$37,370.20	21.1562 \$38,504.36	21.6199 \$39,348.23	22.1383 \$40,291.74
November 1, 2007			20.5959 \$37,484.61	21.1285 \$38,453.94	21.7698 \$39,620.98	22.2469 \$40,489.33	22.7803 \$41,460.20
November 1, 2008			21.1932 \$38,571.66	21.7413 \$39,569.10	22.4011 \$40,769.99	22.8920 \$41,663.52	23.4410 \$42,662.54

DATE	GC Level	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5
Expiry	12	<b>Acct/Billings/Acc Rec -- Pediatrics Accounts Payable Clerk Cashier/B/AR Clerk Data Processing Clerk</b>	15.7831 \$28,725.21	16.1338 \$29,363.53	16.4845 \$30,001.85	17.0106 \$30,959.32	17.5367 \$31,916.80
<b>November 1, 2006</b>	16.2408 \$29,558.27		16.6017 \$30,215.06	16.9626 \$30,871.84	17.5039 \$31,857.11	18.0453 \$32,842.38	
<b>November 1, 2007</b>	16.7118 \$30,415.46		17.0831 \$31,091.29	17.4545 \$31,767.13	18.0115 \$32,780.97	18.5686 \$33,794.81	
<b>November 1, 2008</b>	17.1964 \$31,297.51		17.5785 \$31,992.94	17.9606 \$32,688.37	18.5339 \$33,731.62	19.1071 \$34,774.86	
Expiry	19	<b>Buyer</b>	18.2425 \$33,201.35	18.7777 \$34,175.41	19.3140 \$35,151.48	19.8488 \$36,124.82	20.3849 \$37,100.52
<b>November 1, 2006</b>	18.7715 \$34,164.19		19.3223 \$35,166.50	19.8741 \$36,170.87	20.4244 \$37,172.44	20.9761 \$38,176.43	
<b>November 1, 2007</b>	19.3159 \$35,154.95		19.8826 \$36,186.33	20.4505 \$37,219.83	21.0167 \$38,250.44	21.5844 \$39,283.55	
<b>November 1, 2008</b>	19.8761 \$36,174.44		20.4592 \$37,235.73	21.0435 \$38,299.20	21.6262 \$39,359.70	22.2103 \$40,422.77	

## 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.

# MEMORANDUM OF AGREEMENT #1 TRANSITION SUPPORT PROGRAM \*

## Item #

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

The Transition Support Program (TSP) will be effective from the date of signing this Collective Agreement until October 31, 2009. This Memorandum is covered by the provisions of the *Trade Union Act*. It shall only be continued as part of any subsequent agreement if the parties specifically agree to renew it.

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

#### 1.1 Voluntary Resignation and Seniority

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

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

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

## **1.2 Joint Labour Relations Committee**

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

- (i) to determine the classification within a bargaining unit that will be considered as a single classification for the purpose of the Program;
- (ii) to assess the operational requirements surrounding the Employer's requirement to limit the number of the employees to receive voluntary resignation offers;
- (iii) to review and clarify the impact of resignations on service delivery;
- (iv) to participate in the process of notifying displaced and laid off employees of their options under this Program; and
- (v) to address issues that may arise in respect of the interpretation and application of this Program.

## **1.3 TSP**

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

## **1.4 Displacement Process**

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

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

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

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

- Step 5: (a) Article 22 of the Collective Agreement applies to employees whose positions are eliminated due to the reduction of the number of employees in a classification or classification group. These employees shall be considered to be redundant pursuant to Article 22.08 of the Collective Agreement and shall have the rights of a redundant employee.
- (b) Any employee displaced in accordance with the provisions of the Agreement shall be given seventy-two (72) hours to express their interest in TSP payment 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. Above employees who decline the TSP opportunity shall be issued layoff notice in accordance with the provisions of the Agreement.

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

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

## **1.6 Salary Protection**

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

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

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

## **1.8 Release Form**

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

## **1.9 Casual Shifts**

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

## **1.10 TSP Severance Payment**

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

### **1.11 Continuation of Benefits**

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

### **1.12 Re-employment Considerations**

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

### **1.13 Number of Employees**

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

### **1.14 Severance Payment Method**

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

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

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

## **1.16 Transition Allowance**

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

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

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

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

Joan Jessome

Sharon Robinson

Tina Webber

B. Higgins

Gina Boyd

Stuart McPhee

Dorcas McNaughton

Marion Lakenman

Kathy Eden

Joanne Robar

Pam Grace

Dated at Halifax, N.S. the 27<sup>th</sup> day of November 2007.

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

1. Where the Employer determines that, due to shortages within the labour market, a recruitment and/or retention problem exists with respect to a particular classification or group of classifications within the bargaining unit, the following procedure will be utilized:
  - (a) the Employer will consult with the Union regarding the situation and provide the Union with information supporting its conclusion that such a market problem does exist, along with its position in relation to the amount and the time period for any proposed supplement to the wage level; and
  - (b) the Union will be provided with an opportunity to make representations and provide any additional information concerning the situation.
2. Upon completion of this consultation process the Employer may implement a special market-based adjustment in respect of the classification(s) in question. Such adjustments will be paid on a bi-weekly basis for a defined period of time.
3. Any market-based adjustment will be pro-rated according to designation for permanent part-time positions and for designation and duration for full and part-time long or short assignments and/or job shares.
4. The amount of the market-based adjustment will be reviewed annually and may be increased if the employer, in its discretion, deems this necessary. The decision of the employer in this regard is not subject to review by an arbitrator or any other person.
5. The market-based adjustment will not be considered a part of the employee's regular (negotiated) pay rate for the employee's classification.
6. The market-based adjustment will, however, be treated as regular earnings for purposes of pension, union dues, statutory deductions (e.g. employment insurance, Canada pension plan, income tax) and other earnings, related group benefits plans such as long term disability and life and accidental death and dismemberment insurance and for pregnancy and adoption leave allowances.

7. The market-based adjustment will not be added to the hourly rate when calculating overtime rate; rather, overtime rates will be based on the base salary without the market-based adjustment.
8. The market-based adjustment shall be considered as part of any monies to be reimbursed to the IWK Health Centre by the NSGEU in relation to any time off for union business.
9. The market-based adjustment shall be used in calculation of any retirement allowance to which an employee becomes entitled while the adjustment is in effect.
10. For casual employees the market-based adjustment will be paid at the rate of two shifts per week. A quarterly review of time actually worked (excluding overtime) will be undertaken and any shifts worked beyond those previously remunerated would then have market-based adjustment applied to them.
11. For part-time employees, the market-based adjustment will be paid based on their designation and their regularly scheduled shifts. Any extra shifts beyond the part-time FTE designation, excluding overtime hours, will be reviewed quarterly and paid on the same basis as the casual worker.
12. The 11% in lieu of benefits that is paid to casuals shall be calculated on the base pay plus market-based adjustment.
13. The existence of the market-based adjustment does not prevent the union from negotiating increases in compensation and benefits in accordance with the collective agreement. Nor does the existence of the market-based adjustment prevent the union from pursuing classification issues during the life of the market-based adjustment.

**Signed on behalf of the Union:**

Joan Jessome

Tina Webber

Gina Boyd

Dorcas McNaughton

Kathy Eden

Pam Grace

**Signed on behalf of the Employer:**

Sharon Robinson

B. Higgins

Stuart McPhee

Marion Lakenman

Joanne Robar

Dated at Halifax, N.S. the 27<sup>th</sup> day of November 2007.

**MEMORANDUM OF AGREEMENT #3  
UNIT CLOSURES**

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

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

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

**Signed on behalf of the Union:**

Joan Jessome

Tina Webber

Gina Boyd

Dorcas McNaughton

Kathy Eden

Pam Grace

**Signed on behalf of the Employer:**

Sharon Robinson

B. Higgins

Stuart McPhee

Marion Lakenman

Joanne Robar

Dated at Halifax, N.S. the 27<sup>th</sup> day of November 2007.

**MEMORANDUM OF AGREEMENT #4  
CASUAL CONVERSION\***

The following Memorandum will be continued in this Collective Agreement for the purpose of completing the casual conversion review which began under the 2003-2006 collective agreement. The three (3) month period in Item 1 shall be from October 23, 2005 to January 23, 2006 as initiated in the review under the 2003 to 2006 collective agreement. This Memorandum will expire immediately upon the completion of that process.

Whereas the parties desire to resolve the issues surrounding casuals and their true employment status;

Therefore the parties agree as follows:

1. The Employer will provide the Union with the hourly, scheduled employment history for all casual employees for the period of three (3) months prior to the signing date of this agreement;
2. The parties will attempt to settle the matter of any casual employee who was regularly scheduled or has worked over forty percent (40%).
3. In the event the parties are unable to agree on the settlement of any casual employee with respect to their employment status, they may by mutual agreement refer the matter to a third party for settlement, or;
4. In the event the parties are unable to settle the matter or are unable to agree upon a third party, they may individually or jointly refer the matter to the Nova Scotia Labour Relations Board for settlement.

**Signed on behalf of the Union:**

Joan Jessome

Tina Webber

Gina Boyd

Dorcas McNaughton

Kathy Eden

Pam Grace

**Signed on behalf of the Employer:**

Sharon Robinson

B. Higgins

Stuart McPhee

Marion Lakenman

Joanne Robar

Dated at Halifax, N.S. the 27<sup>th</sup> day of November 2007.

**MEMORANDUM OF AGREEMENT # 5**  
**RETIREE BENEFITS\***

The Employer agrees to provide a monthly amount towards the monthly premium cost of the current NSAHO Retiree Health Plan for those employees who retire on or after November 1, 2006, and who meet the eligibility requirements as outlined below.

Effective November 1, 2006, the Employer will commence paying an amount equal to 30% of the monthly premium for single coverage and 30% of the monthly premium for family coverage.

Effective April 1, 2007, the Employer will increase the amount it contributes to the monthly premiums for single coverage and monthly premiums for family coverage to 40%.

Effective April 1, 2008, the Employer will increase the amount it contributes to monthly premiums for single coverage and monthly premiums for family coverage to 50%.

Effective April 1, 2009, the Employer will increase the amount it contributes to monthly premiums for single coverage and monthly premiums for family coverage to 65%.

The payment will be provided to supplement the monthly premium payment of the retiree for each month that the retiree is enrolled in the NSAHO Retiree Health Plan up to and including the month that the retiree reaches the age of 65. When the retiree reaches the age of 65 and becomes eligible for Pharmacare coverage, the Employer supplement will cease and the retiree will be responsible for the full cost of the premiums if he/she chooses to remain in the plan at that time.

Persons who retired between November 1, 2006 and the signing date of this collective agreement and opted at retirement to participate in the NSAHO Retiree Health Plan will be reimbursed for the contributions set out above.

Persons who retired between November 1, 2006 and the signing date of this collective agreement and opted at retirement not to participate in the NSAHO Retiree Health Plan, will be notified of the availability of an Employer contribution toward premiums. Such retirees will have 60 days from the date such notification is sent by the Employer to apply to participate in the plan. Participation will be subject to the retiree meeting the eligibility requirements of the plan. Employer contributions will commence upon the retiree's acceptance into the plan.

Eligibility

To be eligible for the Employer supplement, an employee must be enrolled in the NSAHO employee Health Plan prior to retirement, meet the eligibility requirements of the NSAHO Retiree Health Plan and must meet the following criteria:

1. retire with an unreduced pension in accordance with the terms of the NSAHO Pension Plan and in addition
2. the employee must have at least fifteen (15) years of service in the NSAHO Pension Plan at the time of retirement.

At retirement the employee must elect to enrol in the NSAHO Retiree Health Plan and elect single or family coverage in accordance with the terms and eligibility of the plan. This supplement to the premiums of the NSAHO Retiree Benefit Plan is only available to employees who are employed on or after November 1, 2006.

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

Joan Jessome

Sharon Robinson

Tina Webber

B. Higgins

Gina Boyd

Stuart McPhee

Dorcas McNaughton

Marion Lakenman

Kathy Eden

Joanne Robar

Pam Grace

Dated at Halifax, N.S. the 27<sup>th</sup> day of November 2007.

**MEMORANDUM OF AGREEMENT # 6  
MEDICAL TRANSCRIPTIONIST\***

During the term of this Collective Agreement, those employed at the IWK Health Centre in the classification of Medical Transcriptionist shall be paid in accordance with the hourly wage rate for their matching counterparts at CDHA. Any required rate adjustments shall be effective on the same effective dates as at CDHA.

**Signed on behalf of the Union:**

Joan Jessome

Tina Webber

Gina Boyd

Dorcas McNaughton

Kathy Eden

Pam Grace

**Signed on behalf of the Employer:**

Sharon Robinson

B. Higgins

Stuart McPhee

Marion Lakenman

Joanne Robar

Dated at Halifax, N.S. the 27<sup>th</sup> day of November 2007.

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