

**Collective Agreement**

**between**

**Nova Scotia Hearing and Speech Centres  
(hereinafter referred to as the “Employer”)**

**- and -**

**Nova Scotia Government and General Employees Union  
(hereinafter referred to as the “Union”)**

**Expiry Date: March 31, 2010**

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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 define the relations between Nova Scotia Hearing and Speech Centres (Employer) and the Nova Scotia Government and General Employees Union (Union), the wages and working conditions of employees of the Employer represented by the Union, the continuing rights of management to operate Nova Scotia Hearing and Speech Centres efficiently and economically, and the means by which grievances shall be addressed properly and equitably.

Further, the parties agree that they shall exercise their respective rights under this Collective Agreement fairly and reasonably, in good faith and without discrimination, and in a manner consistent with the provisions of this Collective Agreement. The parties agree that the rules of natural justice shall apply to all disciplinary proceedings and hearings involving an employee.

Now therefore, the parties agree as follows:

## ARTICLE 1 - INTERPRETATION AND DEFINITIONS\*

### Definitions\*

#### **For the purpose of this Agreement:**

- 1.01 “Bargaining Unit” shall mean all employees of Nova Scotia Hearing and Speech Centres included in the bargaining unit as delineated by the Nova Scotia Labour Relations Board certification order #4668, November 27, 1998, but excluding those persons described in paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act*.
- 1.02 “Employee” means a person who is included in the bargaining unit and shall include all regular, probationary and temporary employees.
- (1) “Probationary Employee” means a new employee who is under appraisal by the Employer for regular employment in accordance with Article 9 herein.
- (2) Regular Employee

A regular employee occupies a regularly scheduled position as an employee of the Employer and is designated as ongoing.

(3) Regular Full-Time Employee

A regular full-time employee is one who is regularly scheduled to work the Standard Hours.

(4) Regular Part-Time Employee

A regular part-time employee is one who is regularly scheduled to work fewer than the Standard Hours.

(5) Temporary Employee

A temporary employee is one who occupies a full time or part-time position for a fixed or limited term designated to be in excess of thirty (30) calendar days and not more than two (2) years (except where extended by mutual agreement between the Employer and the Union) but is not a regular employee.

1.03 “Employer” means Nova Scotia Hearing and Speech Centres.

1.04 “Holiday” means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a holiday in Article 17.01 herein.

1.05 “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 employees, done to compel the employees or to aid another Employer to compel its employees, to agree to terms or conditions of employment.

1.06 “Seniority” is the length of continuous employment from the date of hire in a bargaining unit position with the Employer. Employees with breaks in employment of less than thirty (30) calendar days shall be considered as having continuous seniority from their first date of hire in a bargaining unit position or, where the employee has a break in employment greater than thirty (30) days, from their first date of hire following such break in employment in excess of thirty days.

1.07 “Service” shall mean months of continuous employment with the Employer. Employees with breaks in employment of less than thirty (30) calendar days shall be considered as having continuous employment from their first date of hire in a bargaining unit position. Where employees have had a break in employment greater than thirty (30) calendar days, service shall commence from their first date of hire following such break in employment. With the exception of pregnancy, parental and adoption leaves approved under Articles 18.06, 18.07 and 18.08, no service shall be credited to an employee who is on an unpaid leave of absence in excess of thirty (30) calendar days. However, such leave shall not be considered a break in employment.

- 1.08 “Spouse” means a legal marriage partner or a live-in partner. This includes a same-sex partner for purposes of Bereavement Leave and benefit plans which extend coverage to same-sex partners.
- 1.09 “Standard Hours” means seventy (70) hours per two-week period and 1827 hours annually.
- 1.10 “Strike” includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding for the purpose of compelling the 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.
- \* 1.11 “Team Leader” is an Audiologist or Speech Language Pathologist appointed by the Employer and who is paid the Team Leader annual stipend of \$2820. This amount will be paid on a bi-weekly basis but will not be subject to general salary increases. The Team Leader Stipend will be treated as regular earnings for purposes of statutory deductions and pension (as allowed by the NSAHO Pension Plan).

The Employer shall post Team Leader Opportunities in accordance with Article 10.02 for minimum terms of one (1) year. A Team Leader, in addition to performing the regular duties of their classification, is expected to assist management in the coordination of the Employer’s operations.

- 1.12 “Temporary Position” means a position that the Employer has determined will be in excess of thirty (30) calendar days and not more than two (2) years, but which is not a Regular Position. Temporary Positions are intended for staffing of short term projects and interim staffing relief during periods such as the absences of employees or for unexpected and temporary changes in workload. A Temporary Position may be either a new position for the designated period or a temporary vacancy of a Regular Position or of a previously vacated Temporary Position.
- 1.13 “Union” means the Nova Scotia Government and General Employees Union.
- 1.14 Working Days

“Working Days” shall mean Monday to Friday exclusive of Holidays and Replacement Holidays.

- 1.15 **Gender**

Unless any provision of this Agreement otherwise specifies, words importing the masculine gender shall include females and vice versa and words importing the singular shall include the plural and vice versa.

1.16 **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 for all employees of the Employer in the bargaining unit.

2.02 **Representation**

The Union may have the assistance of a representative from outside the union in all matters relating to relations between the Union and the Employer.

2.03 **No Discrimination for Union Activity**

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

2.04 **No Discrimination**

Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any employee on the basis of the prohibited grounds as set out in the *Human Rights Act* except as authorized by *Human Rights Act*, or any other law.

2.05 **Harassment\***

The Employer shall provide and the Union and employees shall support a workplace free from harassment including personal, sexual and harassment based on the protected grounds as set out in the *Human Rights Act*. The Employer shall maintain a policy on workplace harassment. When a supervisor or manager receives an informal or formal harassment complaint, he/she shall review the Employer's harassment policy with the complainant.

### **ARTICLE 3 - APPLICATION**

- 3.01 This Agreement, including each of the Memoranda of Agreement and the Appendices which are attached or otherwise incorporated by reference, apply to and are binding on the Union, the employees, and the Employer.

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

4.01 **Future Legislation**

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.

4.02 **Conflict with Policy**

A provision in this Agreement that conflicts with a policy affecting employees prevails over the policy.

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

5.01 **Management Rights**

The Union agrees that it is the sole and exclusive right of the Employer to manage the business and direct the working force of Nova Scotia Hearing and Speech Centres, except to the extent that such rights have been specifically restricted by clauses of this Agreement.

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 - STRIKES AND LOCKOUTS**

- 6.01 There shall be no strikes, slowdowns, or work stoppages of any kind by the Union nor any lockouts by the Employer during the term of this Agreement.

## ARTICLE 7 - UNION INFORMATION

### 7.01 **Bulletin Boards**

The Employer will provide, where facilities permit, and upon request by the Union, space on existing bulletin boards or space for an adequate and visible bulletin board for the posting of notices and space at each site for the placement of literature by the Union pertaining to Union business such as elections or appointments of Union officials, meeting dates, news items, social and recreational affairs. Either party may raise concerns pertaining to bulletin boards and the parties shall then endeavor to achieve a mutually satisfactory resolution and such matters shall not be the subject of a grievance.

### 7.02 **E-Mail Access**

Where possible, providing no additional costs are incurred by the Employer, authorized representatives of the Union shall be granted access to the Employer's computer e-mail system for the purpose of distributing Union meeting notices to members of the bargaining unit.

## ARTICLE 8 – INFORMATION\*

### 8.01 **Letter of Appointment**

- (a) An employee, upon hiring, shall be provided with a letter of appointment stating their classification, employment status, home base site and applicable rate of pay.
- (b) The new employee shall also receive a copy of their position description and collective agreement with their appointment letter.

### 8.02 **Reproduction of the Collective Agreement**

The Employer and the Union agree to share equally in the cost of reproducing this Agreement and the Employer will endeavour to maintain a supply of Agreements at each of its work sites.

### 8.03 **Orientation/Union\***

During their orientation, the Employer will allow thirty (30) minutes for a Union representative to speak with newly hired employees. The Employer shall provide new staffing announcements to the President of the Union's Local.

8.04 **Position Descriptions**

- (a) Upon request by the employee, the Employer shall provide the position description outlining the duties and responsibilities assigned to their position.
- (b) The Employer shall endeavour to review and revise position descriptions where necessary at periodic intervals but under no circumstances will that interval be in excess of four (4) years. The Employer will forward a copy of revised job descriptions to the Union.

8.05 **Bargaining Unit Information**

The Employer agrees to provide to the Union, upon request by the Union, such information relating to employees in the bargaining unit that is reasonably required for collective bargaining purposes.

**ARTICLE 9 – APPOINTMENT**

9.01 **Probationary Employees**

Probationary employees shall serve a probationary period of six (6) working months. For purposes of this Article, “Working month” shall mean calendar months in which the employee is present at the workplace for at least seventy-five per cent (75%) of their normal scheduled hours. Employment may be confirmed or terminated at any time during this period. The probationary period may be extended for up to a further six (6) Working months at the sole discretion of the Employer with ten (10) days notice of such extension being given to the probationary employee prior to the end of the initial six (6) Working month period.

9.02 **Confirmation of Status**

After an employee has successfully completed their probationary period, such employee shall become a regular employee and shall be given rank on the seniority list from their date of hire.

9.03 **Probationary Benefits**

Except as otherwise provided herein, employees shall be entitled to the provisions of this Collective Agreement, subject to the eligibility requirements of the Benefit Plans.

9.04 **Temporary Positions**

If a Temporary Position continues for a period of two (2) years, except where extended by mutual agreement between the Employer and the Union, the position shall be considered a regular position and filled in accordance with Article 10 or Article 28. The Employer may fill Temporary Positions with temporary employees or with regular employees.

9.05 **Temporary Employees - Seniority**

A temporary employee shall not accumulate seniority unless the temporary employee becomes a regular employee in which case seniority will revert back to the first day in the Temporary Position.

9.06 **Temporary Employees – Benefits**

Except as otherwise provided herein, temporary employees shall be entitled to the provisions of this Collective Agreement, subject to the provisions of the *Pensions Benefits Act* and the eligibility requirements of the Benefit Plans.

9.07 **Temporary Employees - Termination**

Notwithstanding Article 22 herein, the Employer may terminate a temporary employee at any time. The Employer will, however, endeavor to provide ten (10) working days prior notice to temporary employees who are terminated earlier than the expiry date of the term position for reasons other than willful misconduct, disobedience or neglect of duty.

9.08 **Notice to Union**

The Employer will notify the Union within ten (10) days following the date a probationary or temporary employee is terminated.

**ARTICLE 10 - JOB POSTING\***

- 10.01 (a) Where the Employer determines that a regular or temporary bargaining unit vacancy exists or a new bargaining unit position is created, and the Employer determines that the position is to be filled, a notice shall be posted or delivered to employees. All postings shall be identified by a competition number. The notice shall be posted for a period of five (5) working days, and applications must be received within three (3) working days after the end of the posting period. During the posting period and until the vacancy is filled, the Employer may temporarily fill the job.

- (b) Should the Employer withdraw or modify a posted position, the new job posting shall identify which posting it replaces.

10.02 In determining the successful candidate when filling a vacant position, seniority shall be the determining factor where two or more candidates are relatively equal in skills, ability and qualifications to perform the required duties of the position.

\* 10.03 Selection of persons to fill a posted job which may involve a lateral transfer will be governed by the following conditions:

- (a) until the employee has completed twelve (12) months at their current site (exclusive of unpaid leaves), such employee is not eligible to apply for a posting for another site.
- (b) selection of persons to fill the posted job shall be in accordance with Article 10.02 except that the employee's actual start date in the new position may be delayed for a maximum of six (6) months to provide the Employer adequate time to fill the vacancy resulting from the employee accepting the new position.

It is understood that regular full-time employees shall not be eligible to apply for temporary positions which are less than a twelve (12) month duration.

A regular employee who accepts a Temporary Position shall retain their status as a regular employee while in the temporary position and shall return to their regular position at the end of the term of the temporary position. The employee may accept another temporary position before returning to their regular position, however if the employer is unable to recruit someone to backfill their regular position on a temporary basis, the employee will be given the option of returning to their regular position or staying in the temporary position but losing their right to return to their regular position. In such event, if there is no position vacancy available for the employee at the end of such temporary position, the employee shall be laid off from the geographic region of their last regular position.

10.04 Temporary employees shall not be considered for job postings during the first twelve (12) months of a temporary assignment. This provision may be waived by mutual consent between the employee and the Employer.

10.05 **Trial Period**

Where an employee moves to a different classification within the bargaining unit, the employee shall be placed on a trial period for a period of three (3) Working months. For the purposes of this Article, "Working month" shall mean calendar months in which the employee is present at the workplace for at least seventy-five per cent (75%) of their normal scheduled hours. In the event the Employer determines an employee is unsatisfactory during the aforementioned period,

such employee shall be informed in writing of the reasons by the supervisor, and shall be returned to that employee's former position without loss of seniority, benefits or previous salary, or the trial period may be extended.

During the trial period, the employee shall retain the option of returning to the employee's former position with the same procedure being followed as outlined above. Any other employee promoted or transferred in relation to the above assignment shall also be returned to that employee's former position with the same procedure being followed as outlined above.

10.06 **Seniority Protection**

An employee appointed to a position excluded from the Bargaining Unit will continue to accrue seniority for up to six (6) months following such appointment and shall retain such accrued seniority for all purposes.

**ARTICLE 11 - CHECKOFF**

11.01 **Deduction of Union Dues**

The Employer agrees, as a condition of employment for each employee, to deduct from each employee's wages an amount for union dues specified by the Union as a fixed percentage of the employee's wages and to remit such deductions to the Union office within fifteen (15) days following the end of the month in which the dues were deducted. This should be accompanied by particulars identifying each employee and the deductions made on their behalf as well as specifying the employee's Full-Time Equivalence, temporary or regular, as a newly hired employee including her start date, as resigned or terminated including the effective date, or on an extended leave of absence of more than thirty (30) calendar days including the type of leave, start date and end date if applicable.

11.02 **Religious Exclusions**

Deductions for membership dues shall not apply to any employee who, for religious reasons, cannot pay Union dues provided they make a contribution equal to said Union dues to some recognized charitable cause.

11.03 **Liability**

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

## ARTICLE 12 - STEWARDS

### 12.01 Recognition

The Employer acknowledges the right of the Union to appoint employees as Stewards. The Union agrees to furnish the Employer with a list of names of employees who have been elected or appointed to represent the Union including a list of employees designated as stewards for each of the Regions in the province, and the Union will keep the lists current.

### 12.02 Servicing of Grievances

It is understood that the officers, stewards, and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, the steward will not leave the job without giving an explanation for leaving and obtaining the Supervisor's permission and the steward will consequently suffer no loss of regular pay. Permission will not be unreasonably withheld. Stewards shall report back to the Supervisor upon resuming the normal duties of their position.

## ARTICLE 13 - TIME OFF FOR UNION BUSINESS

### 13.01 Leave Without Pay

Subject to operational requirements, employees who are representatives of the Union may be granted leave without pay by permission of the Employer to attend to Union business. Leave shall not be unreasonably denied by the Employer.

### 13.02 Notification to Employer

The Union through the Local president shall notify the Employer of the names of the officers of the Union and of the Union Bargaining Committee within three (3) months of any change.

### 13.03 Annual Meeting

(a) 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.

- (b) The Union shall notify the Employer of the names of the employees who have been elected or appointed as a registered delegate or alternate to the Annual Meeting of the Union at least three (3) weeks in advance of the Annual Meeting.

#### 13.04 **Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with no loss of regular pay for not more than three (3) representatives for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

#### 13.05 **Grievance Meetings**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave to an employee without loss of regular pay:

- (a) where the Employer originates a meeting with the employee who has presented the grievance;
- (b) where an employee has presented a grievance, and a meeting is held at the final level of the grievance process.

#### 13.06 **No Loss of Service or Seniority**

Time off without pay under Article 13 will be considered time worked for the accrual of service and seniority.

#### 13.07 **Leave of Absence – Full Time President**

- (a) Employees shall immediately notify the Employer in writing of their intention to offer for the position of President of the Union. An employee elected or appointed as President of the Union may be given a leave of absence without pay for the term(s) they are to serve. A leave of absence for a second (2<sup>nd</sup>) and subsequent consecutive term may also be granted. Such leave shall be subject to operational requirements and shall not be unreasonably denied.
- (b) 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. Notwithstanding any other provision of this Agreement, the gross salary of the President shall be determined by the Union and paid to the President by the Employer. The Union shall reimburse to the Employer the employee's gross salary as well as the Employer's share of contributions for E.I. premiums, Canada

Pension plan, pension plan and group insurance premiums made on behalf of the employee during the period of leave of absence. Such reimbursement shall be made by the Union within thirty (30) days of issuance of the Employer's invoice.

- (c) Upon expiration of the employee's term of office, the employee shall be reinstated in the position held immediately prior to the commencement of leave, or in another position, as per applicable provisions of the Collective Agreement, with not less than same wages and benefits. Notwithstanding any provision of the Collective Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Employer for all purposes.

#### **ARTICLE 14 - HOURS OF WORK\***

14.01 The Standard Hours of work for a full-time employee shall be seventy (70) hours per two-week period and 1,827 hours annually. The normal hours of operation for the Employer are between 8:00 AM to 5:00 PM Monday to Friday exclusive of the holidays and/or replacement holidays listed in Article 17. Shifts for all full-time and part-time Employees shall normally fall within these hours of operation. Notwithstanding the foregoing, Newborn Hearing Screening and special projects initiated or approved by the Employer may require employees to work evenings or weekends. Except where such work is carried out through a new posting indicating the scheduled requirement for weekend or evening work, schedules of affected employees will only be adjusted by mutual agreement between the Employer and the affected employee.

14.02 The normal shift shall be seven (7) hours per day, exclusive of an unpaid one (1) hour meal break and inclusive of two (2) paid fifteen (15) minute rest breaks.

14.03 Shifts shall normally commence at 8:00, 8:30 or 9:00 a.m. or at other reasonable times determined by the Employer.

14.04 **Work Schedules\***

Employees are required to submit their proposed work schedule on the designated form for the following year (September 1 to August 31 – ie. the "Schedule Year") to their Manager before June 15<sup>th</sup> for approval. Where an employee does not submit a proposed work schedule by June 15<sup>th</sup>, their current work schedule will be considered as their proposed work schedule.

The Employer will consider proposed work schedules with regard to operational requirements. Where a proposed schedule cannot be approved, the employee shall be informed prior to August 1st and given an opportunity to submit a new proposal. Otherwise, provided that operations permit and the provision of client

services is not adversely affected, the Employer will approve proposed work schedules no later than August 15. Where there is a conflict between employees' annual schedule requests and only one schedule can be approved, the schedule of the employee with more seniority will be approved.

Work schedules for full-time employees are seven hours per day for ten days in each bi-weekly pay period or alternatively an average of seven point seven eight (7.78) hours to a maximum of eight (8) hours per day for nine (9) days in each bi-weekly pay period. Lunch breaks shall be at least one-half hour. Work schedules for part-time employees shall not exceed eight (8) hours per day.

Once approved, an employee's work schedule will be considered permanent for the Schedule Year unless changed by the Employer for operational reasons or upon approval by the Employer of a change requested by the employee. Where the Employer changes a schedule, the employee will receive thirty (30) calendar days notice of such change. Employee requested changes to approved work schedules will only be considered where valid reasons for the change exist and will only be approved where operations permit. Employees must give at least thirty (30) calendar days notice of requests for schedule changes unless a shorter notice period is mutually agreed between the Employer and employee.

## **ARTICLE 15 – OVERTIME\***

### **15.01 Overtime\***

Where the Employer requires an employee to work in excess of seventy (70) hours during a two week period, or in excess of the scheduled work day of seven hours or more, the employee shall be compensated for all hours worked in excess of seventy (70) hours (or in excess of the scheduled work day of seven (7) hours or more at the rate of one and one-half times (1½ x) their regular rate of pay. Such compensation shall be time-off at a time agreed to mutually by the employee and the Employer, subject to the maintenance of adequate levels of clinical coverage based on the demands of clinical activity or other operational requirements.

### **15.02 Time Off in Lieu of Overtime**

It is the obligation of the employee to request time off within one calendar month of the date on which the overtime is worked. Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the second calendar month immediately following the month in which the overtime was worked, compensation for overtime shall be paid.

**ARTICLE 16 – VACATIONS\***

\* 16.01 (a) The following shall be hours of paid vacation for all regular full-time employees:

Less than 1 year	105 hours prorated vacation
After 1 year of service	105 hours vacation (3 weeks)
After 5 years of service	140 hours vacation (4 weeks)
After 15 years of service	175 hours vacation (5 weeks)
After 25 years of service	210 hours vacation (6 weeks)

(b) Hours of paid vacation for part-time employees shall be prorated based on the percentage of Standard Hours worked.

16.02 **Vacation Year**

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

16.03 **Vacation Request**

In order to exercise seniority for choice of vacation dates, an employee shall advise the Employer in writing of her vacation preference for the upcoming vacation year before February 15 of each year and the Employer will respond in writing by March 15 of each year indicating whether or not the employee's vacation request is authorized.

16.04 **Vacation Preference**

(a) Where operational requirements necessitate a decision by the Employer to restrict the number of employees to be on vacation at any one time, preference of vacation shall be given to those employees with greatest seniority.

(b) Where an employee has not submitted her vacation request in accordance with Article 16.03 or is unable to take her vacation during the period in which it was scheduled to be taken, such employee may make written request to schedule vacation on a first come, first served basis. In the event there are two or more conflicting requests received from the employee by the Human Resources Department on the same date, preference shall be given to employees with the greatest seniority.

- (c) Except in the case of an employee utilizing vacation credits during storm conditions as provided under Article 18.10, where, on short notice, an employee wishes to take vacation time which has not been scheduled under Article 16.03 or 16.04 (b), the employee must submit a request pursuant to the Employer's vacation procedure to their AVP in advance of the time requested. The AVP shall consider such requests based on operational requirements and inform the employee whether or not the request is granted prior to the time requested.

**16.05 Vacation Carry Over**

Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may be carried over to the following year.

**16.06 Illness During Vacation**

- (a) If an employee becomes ill and is unable to take their vacation as scheduled and cannot reasonably reschedule their vacation during that vacation year, the employee may make written request to the Employer to carry over such unused vacation to the subsequent vacation year.
- (b) If an employee becomes ill during a period of vacation and the illness is for a period in excess of three (3) consecutive days, and such illness is supported by a medical certificate from a legally qualified medical practitioner satisfactory to the Employer, the employee will be granted sick leave and their vacation credit restored to the extent of the sick leave.

**16.07 Borrowing of Unearned Vacation Credits\***

With the approval of the Employer, an employee who has been employed for a period of ninety (90) days may be granted five (5) days from the vacation leave of the next subsequent year. This may be exercised once in two (2) fiscal years.

**16.08 Vacation Adjustment Upon Separation**

Where the employee leaves the employ of the Employer, the employee's final pay shall be adjusted to account for accrued or advanced vacation and other benefits and pay.

**16.09 Vacation Credits Upon Death**

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

#### 16.10 **Work During Vacation**

No employee shall be required to work during a scheduled vacation period. However, should an employee agree to work when requested during scheduled vacation, the employee shall be paid at double the regular rate of pay plus one (1) vacation lieu day off for each day worked.

### **ARTICLE 17 – HOLIDAYS\***

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

The following shall be considered as paid holidays for all employees:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- First Monday in August
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

One half day beginning at noon on Christmas Eve Day.

Any other day or part of a day declared by the Federal or Provincial Government to be a holiday for employees in the Province or any part of the Province.

Where any of the above holidays falls on a full-time employee's scheduled day off, the Employer shall designate another day (normally the day following the employee's scheduled day off) in lieu of the holiday (Replacement Holiday).

#### 17.02 **Part-time Employees' Holiday Entitlement**

Part-time employees are entitled to holiday pay (or time off as provided in Article 17.03) for each paid holiday on a prorated basis according to their Full-Time Equivalency (FTE). The Holiday Entitlement shall be calculated by multiplying the employee's FTE by seven (7) hours in the case of a full holiday, or three and one-half (3.5) hours in the case of a half-day holiday. For example, if an employee is 0.7 FTE, she is entitled to four (4) hours fifty-four (54) minutes for a full day holiday. This is calculated by  $0.7 \times 7 \text{ hours} = 4.9$ .

### 17.03 **Part-Time Employees' Holiday Usage**

- (a) Should a holiday fall on a part-time employee's scheduled day off, the employee is entitled to the number of hours, as determined by their holiday entitlement above, to be taken at a mutually agreed time between the employee and the supervisor.
- (b) Should a holiday fall on a part-time employee's scheduled day of work, the employee is entitled to the number of hours, as determined by their holiday entitlement above, and one of the following shall occur:
  - (i) When an employee's scheduled hours of work on the holiday is more than their holiday entitlement, the employee shall make the time up at a time mutually agreed between the employee and the supervisor within a thirty (30) day period following the holiday.
  - (ii) When an employee's scheduled hours of work on a holiday is less than their holiday entitlement, the employee will be paid out their holiday entitlement for the holiday.
  - (iii) When an employee's holiday entitlement is equal to their scheduled hours of work, the employee neither owes nor is owed time.

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

Notwithstanding Article 17.02 above, where a full-time or part-time employee is required by the Employer to work on any of the holidays listed in Article 17.01 above, the employee shall receive one and one-half (1.5) times their regular hourly rate for all hours worked on such holiday. Full-time employees shall also receive seven paid hours off in lieu of the paid holiday and part-time employees the hours equal to their holiday entitlement to be taken at a time mutually agreed between the employee and the Employer.

### 17.05 **Holiday Coinciding with Vacation**

Where a day that is designated as a holiday for an employee, as defined in Article 17.01, falls within the vacation period, the holiday shall not be counted as a vacation day.

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

### 18.01 **Leave of Absence\***

Except where otherwise provided in this Agreement, leave of absence shall mean an absence from work which has been consented to by the Employer in

writing. Employees seeking a leave of absence must submit their request in writing to their manager with a description of the purpose of the requested leave. Any leave granted shall be for a specified period of time. The granting of any leave of absence shall be at the discretion of the Employer, subject to the maintenance of adequate levels of clinical coverage based on the demands of clinical activity or other operational requirements and shall not be unreasonably denied. Such leave of absence shall be without pay.

#### 18.02 **Bereavement Leave**

- (a) If a death occurs in the immediate family of an employee, on a day the employee is at work or scheduled to go to work, the employee shall be granted bereavement leave without loss of regular pay for that day or the remainder of that day. The employee shall also be granted seven (7) consecutive calendar days bereavement leave without loss of regular pay commencing on the calendar day following the day of the death of the family member. Immediate family means father, mother, step-parents, brother, sister, spouse, child of the employee, father-in-law, mother-in-law, step child, ward of the employee, grandparent or grandchild of the employee, and a relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) In the event of death of an employee's sister-in-law, brother-in-law, son-in-law, daughter-in-law or person other than a relative permanently residing in the employee's household or with whom the employee permanently resides, the employee shall be granted one (1) day bereavement leave without loss of regular pay on the day of the funeral or on the day prior to or the day following the funeral.
- (c) Every employee shall be entitled to one (1) day leave without pay for the purpose of attending the funeral of an aunt, uncle, niece, nephew, foster parent, or the grandparent of the Spouse of the employee.
- (d) Consecutive with the bereavement leave under Article 18.02 (a) and (b), if the death occurs more than one hundred and fifty kilometers from the employee's place of residence, the employee may be granted up to two (2) days leave for travel, as necessary. The employee shall not suffer a loss of regular pay for shifts not worked during such travel leave.
- (e) Entitlement to the leave provided under this Article 18.02 is subject to the proviso that proper notification is made by the employee to the Employer.
- (f) When an employee is on vacation and a death occurs to a family member as described in this Article 18.02, the employee shall be allowed the applicable bereavement leave, which will extend their vacation leave.

18.03 **Court Related Leave**

- (a) Leave of absence without loss of regular pay shall be given to an employee who is compelled to serve on a jury.
- (b) Leave of absence without loss of regular pay shall be given to an employee who is compelled to attend as a witness in any proceeding for an employment related matter held in or under the authority of a court or tribunal or before an arbitrator.

18.04 **Court Related Leave Compensation**

An employee given leave for jury duty or to attend as a witness under Article 18.03 shall pay to the Employer the amount that the employee receives for this duty.

18.05 **Leave for Family Illness, Personal Medical Dental Preventative Care**

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of thirty-five (35) hours per annum (prorated for part-time employees) debited against sick leave credits in order to:

- (a) engage in and facilitate the employee's personal preventative medical or dental care; provided that the employee has made every reasonable effort to schedule such care on scheduled days off or, where this is not possible, to schedule the care so as to minimize the amount of absent time required, or
- (b) attend to an illness or an accident affecting a member of the employee's immediate family (i.e. spouse, son, daughter or parent).

18.06 **Pregnancy Leave**

- (a) Any employee with at least one year of service who becomes pregnant shall, upon request, be granted an unpaid leave of absence of up to seventeen (17) weeks as provided herein.
- (b) No later than the fifth (5<sup>th</sup>) month of pregnancy, the employee shall submit to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving the leave, request and the employee shall then provide, a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.

- (d) Pregnancy leave shall begin on such date, not sooner than sixteen (16) weeks preceding the expected date of delivery, as the employee determines, and not later than the date of delivery.
- (e) Pregnancy leave shall end on such date not sooner than one (1) week after the date of delivery and not later than seventeen (17) weeks after the pregnancy leave began pursuant to Article 18.06 (d).
- (f) A pregnant employee shall provide the Employer with at least four (4) weeks written notice of the date the employee will begin the pregnancy leave and the date the employee will return to work upon completion of the leave unless the employee indicates she will take the maximum leave to which the employee is entitled.
- (g) The notice referred to in Article 18.06 (f) may be amended by the employee:
  - (i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before that earlier date;
  - (ii) by changing any date in the notice to a later date if the notice is amended at least four (4) weeks before the original date; and
  - (iii) by adding the date that the employee will return to work if the notice is amended at least four (4) weeks before the employee would have been required to return to work.
- (h) Where notice as required under Article 18.06 (g) is not possible, the employee shall give the Employer as much notice as reasonably practicable of:
  - (i) The date the employee will begin the pregnancy leave where she is advised by a legally qualified medical practitioner to begin the pregnancy leave sooner than planned because of medical circumstances resulting from her pregnancy;
  - (ii) The delivery where the actual delivery occurs sooner than expected.
- (i) The Employer shall not terminate the employment of an employee because of the employee's pregnancy but the Employer, before or after the commencement of the period referred to in Article 18.06 (d), may require the employee to commence leave without pay at a time when the duties of the employee's position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.

- (j) Where an employee reports for work upon the expiration of the period referred to in Article 18.06, the employee shall resume work in the position held by the employee immediately before the leave began or, where that position is not available, in another position, as per applicable provisions of the Collective Agreement with not less than same wages and benefits. While on pregnancy leave, an employee shall continue to accumulate and accrue service and seniority for the duration of the 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 accruing vacation, holiday or sick leave credits.
- (k) While an employee is on pregnancy leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan provided that the employee pays their share of the premium costs for maintaining such coverage during the period of pregnancy leave.
- (l) Leave for illness of an employee arising out of or associated with her pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 18.06 may be granted in accordance with the provisions of Article 20.
- (m) Pregnancy 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.) Plan.
  - (ii) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
    - (1) Where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
    - (2) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the

employee would have been eligible if no other earnings had been received during the period.

- (iii) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (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 (1.5X) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (vi) It is understood that Employees entitled to the seven (7) weeks Pregnancy Leave Allowance as provided for in this Article shall be eligible for additional Parental Leave Allowance which combined with the Pregnancy Leave Allowance shall result in eligibility up to a maximum of seventeen (17) weeks allowance.

#### 18.07 **Parental Leave**

(a) **Parental Leave**

Any employee with at least one year of service who has become a parent of 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 upon giving the Employer four (4) weeks notice in writing of the date that the employee will begin the leave and the date that the employee will return to work. The employee may amend the notice in accordance with the provisions of Article 18.06 (g) or (h).

(b) Parental Leave following Pregnancy Leave

For an employee who has taken pregnancy leave pursuant to Article 18.06 and the employee's newborn child or children arrive in the employee's home during the pregnancy leave, Parental Leave:

- (i) shall begin immediately upon completion of the pregnancy leave and without the employee returning to work; and
- (ii) shall end not later than thirty-five (35) weeks after the parental leave began, as determined by the employee, subject to the notice requirements set out in Article 18.06 (g) and (h).

(c) Parental Leave other than in Article 18.07 (b)

For an employee other than one to whom Article 18.07 (b) applies, Parental Leave:

- (i) shall begin on a date coinciding with or after the birth of the child or children; and
- (ii) shall end 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, as determined by the employee.

(d) The Employer may require an employee who takes Parental Leave pursuant to Article 18.07 (c) to submit a certificate of a legally qualified medical practitioner to establish the entitlement of the employee to the Parental Leave.

(e) Where an employee reports for work upon the expiration of the period referred to in Article 18.07, the employee shall resume work in the position held by the employee immediately before the leave began or, where that position is not available, in another position, as per applicable provisions of the Collective Agreement, with not less than same wages and benefits. While on Parental Leave, an employee shall continue to accumulate and accrue service and seniority for the duration of the leave and their service and seniority shall be deemed to be continuous. However, service accumulated during parental leave shall not be used for the purposes of accruing vacation, holiday or sick leave credits.

(f) While an employee is on Parental Leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan provided that the employee pays their share of the premium costs for maintaining such coverage during the period of Parental Leave.

- (g) Where an employee has commenced the Parental Leave pursuant to this Article 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 and defer the unused portion of the Parental Leave until the child is discharged from the hospital, upon giving the Assistant Vice President at least two (2) weeks' notice of the date the leave is to resume. An employee in these circumstances shall be entitled to one (1) interruption and deferral of Parental Leave.

#### 18.08 **Adoption Leave**

- (a) Any employee with at least one year of service who is not entitled to Parental Leave under Article 18.07 but who has become a parent of one or more children through the placement of the child or children in care of the employee for the purpose of adoption pursuant to the law of the Province is entitled to a leave of absence without pay for a period not to exceed fifty-two (52) weeks upon giving the Employer four (4) weeks' notice in writing of the date that the employee will begin the leave and the date that the employee will return to work. The employee may amend the notice upon giving the Employer four (4) weeks' advance notice or as soon as reasonably practicable if the first arrival of the child or children in the employee's home is not anticipated or occurs sooner than reasonably expected.
- (b) The Employer shall require an employee who requests Adoption Leave pursuant to Article 18.08 (a) to submit a certificate of an official in the Department of Community Services, or equivalent, to establish the entitlement of the employee to the Adoption Leave.
- (c) The Adoption Leave:
  - (i) shall begin on a date coinciding with the arrival of the child or children in the employee's home, and
  - (ii) shall end not later than fifty-two (52) weeks from the date the Adoption Leave began.
- (d) If both adoptive parents are eligible for Adoption Leave under this collective agreement between the Union and the Employer, the provisions of Article 18.08 shall only be available to one of those employees.
- (e) Where an employee reports for work upon the expiration of the period referred to in Article 18.08(c), the employee shall resume work in the position held by the employee immediately before the leave began or, where that position is not available, in another position, as per applicable

provisions of the Collective Agreement, with not less than same wages and benefits. While on adoption leave, an employee shall continue to accumulate and accrue service and seniority for the duration of the leave and their service and seniority shall be deemed to be continuous. However, service accumulated during adoption leave shall not be used for the purposes of accruing vacation, holiday or sick leave credits.

- (f) While an employee is on Adoption Leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan provided that the employee pays their share of the premium costs for maintaining such coverage during the period of adoption leave.

#### 18.09 **Parental or 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 has applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to Section 22, *Employment Insurance Act, 1996*, c.23 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 leave allowance, shall begin immediately upon the exhaustion of the pregnancy 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 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 parental 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 his/her annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

#### 18.10 **Leave for Birth of Child/or Adoption**

Where an employee's spouse gives birth to a child, the employee shall be granted special leave with pay up to a maximum of one (1) day. This leave may be divided into two (2) periods and be granted on separate days.

An employee shall be granted one (1) day special leave with pay for the purpose of adoption of a child pursuant to the laws of the Province. This leave may be divided into two (2) separate periods and granted on separate days. If both adoptive parents are eligible for such leave under this agreement, the amount of paid leave taken under this clause by either one (1) or both parents shall not exceed one (1) day.

#### 18.11 **Compassionate Care Leave**

Employees, upon making written request to the Employer, shall be entitled to compassionate leave in accordance with the *Labour Standards Code*. Where the Employee is eligible and opts in writing to maintain the benefit plans during their compassionate leave, the Employee shall enter into an arrangement with the Employer to pay the full cost required to maintain the benefit plan, including that portion which is normally the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

#### 18.12 **Storm Related Leave**

It is the responsibility of every employee to make every reasonable effort to arrive at their work location as scheduled. However, during storm conditions, when such arrival is impossible or delayed or the employee finds it necessary to seek permission to leave prior to the end of their shift, all absent time will be deemed to be leave and the employee has the option to:

- (a) take the absent time as unpaid; or
- (b) deduct the absent time from accumulated holiday time or vacation credits or available personal day or bonus day time, or
- (c) where operationally possible make the time up within a thirty (30) day period, at a time mutually agreed between the employee and the supervisor, provided that overtime will not be payable by the Employer as a result of such time worked.

#### **18.13 Leave of Absence for Public Office**

- (a) For the purposes of this Article, "Candidate" means a person who has been officially nominated as a candidate, or is declared to be a candidate by that person, or by others, with that person's consent, in a municipal, federal or Provincial election.
- (b) An employee who is a Candidate and wishes a leave of absence without pay shall apply in writing to the Employer at least thirty (30) calendar days prior to the date the leave is to commence and, subject to operational requirements, the leave of absence shall not be unreasonably denied.
- (c) Where the employee withdraws as a Candidate and before the election, notifies the Employer of the employee's intention to return to work, the employee is entitled to return, to the position the employee left, two (2) weeks after the notice has been given to the Employer unless the Employer and the employee both agree to the employee returning at another time.
- (d) An employee's leave of absence to be a Candidate shall terminate on the day the successful Candidate in the election is declared elected.
- (e) An employee on leave of absence who is an unsuccessful Candidate shall resume work in the position held by the employee immediately before the leave began or, where that position is not available, in another position, as per applicable provisions of the Collective Agreement, with not less than same wages and benefits.
- (f) The leave of absence without pay of an employee who is a successful Candidate shall be extended from the day on which the successful Candidate in the election is declared elected for the duration of the term of office or, earlier provided that the employee in either event gives the Employer two weeks prior notice of their intention to return to work.
- (g) Where an employee is elected for the second time, the leave of absence for the employee to be a Candidate terminates on the day the employee is

declared elected for the second time and the employee ceases to be an employee for all purposes, including entitlement to all employee benefits, as of that day.

- (h) An employee who is not re-elected in the second election during the leave shall, when the leave of absence expires pursuant to paragraph (f), resume work in the position held by the employee immediately before the leave began or, where that position is not available, in another position, as per applicable provisions of the Collective Agreement, with not less than same wages and benefits.
- (i) During the employee's leave of absence to be a Candidate, the employee shall not be paid but the employee, upon application to the Employer at the time the leave of absence is requested, is entitled to continue medical and health benefits, long term disability coverage and life insurance coverage and pension contributions if the employee pays both the employee's and the Employer's share of the cost.

#### 18.14 **Prepaid Leave**

Employees may request pre-paid leave which may, subject to operational requirements, be granted by the Employer. Where granted, the terms of such pre-paid leave shall be as set out in Article 18.15 and the *Income Tax Act and Regulations* relating to pre-paid leave. Leave for this purpose shall not be unreasonably denied.

#### 18.15 **Prepaid Leave Plan**

The Employer agrees to maintain a prepaid leave plan available to regular employees with at least one year of full time equivalent Service to afford employees the opportunity to take a six (6) month to twelve (12) month leave of absence financed through deferral of salary.

#### 18.16 **Education Leave**

Upon written request of the employee in and with the approval of the Employer, employees may be allowed education leave to attend conferences, conventions and site visits. If approved the Employer agrees that there will be no loss of regular pay for the employee(s) who are attending. Requests, including information as to dates, location and proposed benefits to the Employer shall be made in writing to the Employer.

#### 18.17 **Staff Meetings and In-Services**

- (a) When employee(s) are required by the Employer to attend staff meetings, clinical forum or are approved to attend external non-clinical meetings during normal working hours, they shall suffer no loss of regular pay. Where the meeting extends over the lunch period and lunch is not provided, employees who have traveled more than five (5) kilometers from their home base site may claim the Employer's per diem meal allowance. All employees in attendance may reschedule their lunch period for that day. Prior approval from the Employer is required for payment of the per diem travel and meal allowance for all meetings which are not called by the Employer.
- (b) When employee(s) are required by the Employer to attend staff meetings, clinical forum or are approved to attend external non-clinical meetings outside of normal working hours they shall be compensated with time off on an hour for hour basis for such time spent in attendance. Where a meal is not provided, employees who have traveled more than five (5) kilometers from their home base site may claim the Employer's per diem meal allowance. Prior approval from the Employer is required for payment of the per diem travel and meal allowance for all meetings which are not called by the Employer.

### **ARTICLE 19 - EMPLOYEE BENEFITS\***

- 19.01 (a) The Employer will continue to participate with employees in the provision of group life and medical plans. The Employer agrees to continue to pay sixty-five (65%) percentage share of premium contributions, to the group life and medical plans and short term and long term disability plans, throughout the life of this Agreement.
- (b) The Employer agrees to advise the Union if changes are anticipated to the Plan texts and shall provide the Union with copies of changes within ten (10) working days of the Employer having signed such documents.
- (c) Where premium contributions will increase for the medical and group life plans and the long term disability plan, the Union shall be notified.
- (d) The current pension plan in effect at the time of signing this Agreement shall remain in effect throughout the life of this Agreement as amended from time to time. The conditions established in the plan respecting eligibility and contributions shall govern, notwithstanding any other provisions of this Agreement.

19.02 Conditions of coverage and eligibility for the Group Life Insurance, Disability Plans and Medical Plans shall be determined by the insurer. Any dispute regarding the terms and conditions of these benefits, including but not limited to eligibility, shall be resolved between the insured and the insurance company and shall not be subject to the arbitration procedure herein.

19.03 **Part-time and Temporary Employees**

Subject to eligibility requirements of the Benefit Plans and Article 9.06, part-time and temporary employees shall qualify for benefits.

19.04 **Long Term Disability**

- (a) The Employer and the Union agree to include all probationary and regular employees of the bargaining unit as participants in the LTD Program. Terms and conditions for participation of each employee in the LTD Program as well as the payment of benefits shall be determined by the LTD Program.
- (b) Should an employee in receipt of Long Term Disability benefits cease to be disabled within twenty-four (24) months of the date that he or she commenced the elimination period specified in the LTD Program and provided he is able to perform his full job, the employee shall resume work in the position held by the employee immediately before the leave began or, where that position is not available, in another position, as per applicable provisions of the Collective Agreement, with not less than same wages and benefits. 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.
- (c) Employees on Long Term Disability benefits who have sick leave credits 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.
- (d) The Employer and the Union have a continuing duty to accommodate a disabled Employee who has not been lawfully terminated for innocent absenteeism and are obligated to consider employment opportunities that meet the Employee's capabilities as established through sufficient medical evidence.

Notwithstanding the above, the Union reserves the right to grieve any termination.

19.05 (a) **Retirement Allowance\***

An employee who retires because of age, or mental or physical incapacity, in accordance with the terms of the Canada Pension Plan or the NSAHO Pension Plan shall be granted a Retirement Allowance equal to one (1) week's pay for each year of service to a maximum of twenty-six (26) years. This benefit will be pro-rated for part-time employees. The Retirement Allowance will include a prorated payment for a partial year of service.

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

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

- (c) The entitlement of an employee to a Retirement Allowance shall be based on an employee's total service as defined in Article 1.07.
- (d) Where an employee dies and she would have been entitled to receive a Retirement Allowance if she had retired immediately before her death, the Retirement Allowance to which she would have been entitled shall be paid:
- (i) to her beneficiary under the Group Life Insurance Policy; or
  - (ii) to her estate if there is no such beneficiary.
- (f) Where the person to whom a Retirement Allowance is payable has not attained the age of nineteen (19) years or, in the opinion of the Governor in Council, is not capable of managing her affairs by reason of infirmity, illness or other cause, the Retirement Allowance shall be paid to such person as the Governor in Council directs as trustee for the benefit of the person entitled to receive the Retirement Allowance.
- (g) The salary which shall be used to calculate the amount of the Retirement Allowance in accordance with this Article shall be the highest salary the employee was paid during her employment with the Employer.

19.06 **Applicable Employees\***

This provision is applicable only to employees who retire on or after October 1, 2009.

19.07 **Employee Assistance Program\***

The Employer agrees to make available an Employee Assistance Program to employees.

**ARTICLE 20 - SICK LEAVE**

20.01 Sick leave is an indemnity benefit and not an acquired right.

- (a) Employees who commenced employment prior to July 20, 2005 shall accumulate sick leave benefits at the rate of 210 hours per 1,827 hours paid or 17.5 hours per 152.2 hours paid (2 ½ days per month) provided that:
  - (i) Employees who commenced employment prior to July 1, 1990 may accumulate to a maximum of 1,050 hours (150 days).
  - (ii) Employees who commenced employment after July 1, 1990 but prior to July 20, 2005 may accumulate to a maximum of 644 hours (92 days).

Employees who commenced employment after July 20, 2005 shall accumulate sick leave benefits at the rate of 126 hours per 1,827 hours paid or 10.5 hours per 152.2 hours paid (1 ½ days per month) and may accumulate to a maximum of 644 hours (92 days).

- (b) Part-time employees shall accumulate sick leave benefits on a pro-rata basis.
- (c) Employees will be eligible to accumulate sick leave credits from the first date of employment.
- (d) The Employer will continue to provide a Short Term Disability Plan which provides for not less than the maximum of the weekly E.I. benefit for one hundred and fifty (150) calendar days commencing at day thirty (30) of the illness period and the Employer will continue to “top up” this plan to 100% of the employee’s salary provided the employee has sufficient sick leave credits available. Any changes in the Short Term Disability Plan Text will be made in consultation with the Union and the Employer shall provide the Union with signed copies of amendments or changes within ten (10) working days of the Employer having signed such documents.
- (e) The Employer will continue to provide a Long Term Disability Plan which provides for not less than 70% of salary to a maximum of \$5,500.00 per month commencing on day 180 of the illness period. Any changes in the

Long Term Disability Plan Text will be made in consultation with the Union and the Employer shall provide the Union with signed copies of amendments or changes within ten (10) working days of the Employer having signed such documents.

- (f) Personal Day - If the employee is on staff by the third (3<sup>rd</sup>) working day of April in any given year, they will be eligible to use one (1) day of accumulated sick leave credits on one day or in two equal parts on two days as a paid (personal) time off. This eligibility will be pro-rated for part-time employees. The employee's sick leave bank shall be reduced by the actual hours taken.
- (g) Bonus Day - At the end of the fiscal year (March 31<sup>st</sup>), an employee who was on staff as of the third (3<sup>rd</sup>) working day of the previous April, who has used less than five (5) days of sick leave credits (including one personal day) in the fiscal year, will be credited with up to seven (7) hours that they will be eligible to use on one day or in two equal parts on two days as paid (personal) time off. This eligibility will be pro-rated for part-time employees. This day must be used in the following fiscal year and may not be accumulated or carried over.

#### 20.02 Medical Certification

- (a) Employees who are absent because of illness may be required by the Employer to provide medical verification satisfactory to the Employer that the employee is unable to attend at the workplace and perform their duties. Such medical verification is required for all absences exceeding five (5) consecutive days or for any absence at the Employer's request.
- (b) Where it is anticipated that absences due to illness will be for a period in excess of thirty (30) days, the employee will notify the Employer accordingly. Within five (5) days of receipt of such notice, the Employer will forward the appropriate Short Term Disability forms to the employee. Employees are expected to return the completed forms within ten (10) working days to Human Resources Department.

#### 20.03 Deemed Salary

- (a) For the purposes of calculating any salary-related benefits, including any salary based contributions required by this Agreement, any employee on illness leave under Article 20 shall be deemed to be on 100% salary during such leave.
- (b) The Employer shall pay an employee for sick leave the normal hours worked per day at the employee's regular rate of pay.

#### 20.04 **Sick Leave Records**

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

#### 20.05 **Alcoholism, Drug Abuse and Gambling Dependency**

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

### **ARTICLE 21 - EMPLOYEE PERFORMANCE REVIEW & EMPLOYEE FILES**

#### 21.01 **Employee Performance Review**

- (a) The Employer shall provide employees with a formal performance review once every twenty-four (24) months.
- (b) When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss, sign and make written comments on the review form in question and the employee is to receive a signed copy to indicate that its contents have been read. An employee shall be entitled to a minimum of forty-eight (48) hours but not more than seven (7) calendar days to review the performance review prior to providing any response to the Employer, verbally or in writing, with respect to the evaluation.

Should the Employer determine a follow-up evaluation is to be completed and fails to do so within six (6) months, the employee's performance shall be deemed satisfactory.

- (c) Employees may be required to participate in peer review programs where the Employer has no other reasonable options available for performance review.
- (d) Employees may refuse to participate in performance reviews of managers.

#### 21.02 **Notice of Performance Improvement Requirements**

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

21.03 **Record of Disciplinary Action**

- (a) The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware at the time of filing.
- (b) Notice of a disciplinary action other than a suspension which may have been placed on the personal file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

21.04 **Access to Personnel File**

Employees shall have access to their personnel files upon request, and they will be allowed upon written request, to authorize a union representative to view their personnel file.

**ARTICLE 22 - DISCIPLINE AND DISCHARGE**

22.01 **Just Cause**

- (a) No employee who has completed their probationary period shall be disciplined, suspended without pay or discharged except for just cause.
- (b) Where the Employer intends to meet with an employee for disciplinary purposes, management shall notify the employee in advance of the purpose and the reasons for the meeting.

22.02 **Notification**

Where an employee is suspended without pay or discharged, the Employer shall, within ten (10) days of the suspension, or discharge, provide the employee and the Union with written notice by registered mail or by personal service stating the reason for the suspension, or discharge.

22.03 **Grievance**

A claim by an employee of a suspension without pay or discharge without just cause shall be lodged in writing with the Employer within ten (10) Working Days of the employees receipt of the written notice under Article 22.02. The grievance shall be processed commencing with Step 2 under Article 24.04 (b).

## ARTICLE 23 - NOTICE OF RESIGNATION

### 23.01 Notice of Resignation

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

### 23.02 Absence Without Permission

- (a) An employee who is absent from her/his employment without permission for five (5) consecutive working days, shall be deemed to have resigned her/his position effective the first day of their absence.
- (b) The employee may be reinstated effective the first day of their absence if it is established to the satisfaction of the Employer, that the absence arose from a cause beyond the employee's control and it was not possible for the employee to notify the Employer of the reason for the absence. Such employee will then be considered to have been on an unpaid leave of absence effective the first day of their absence except where the employee chooses to utilize unused vacation entitlement for such period or establishes an entitlement to any other paid leave.

### 23.03 Withdrawal of Resignation

An employee who has terminated their employment through resignation, may withdraw their resignation at any time prior to the close of business on the second working day following the day on which the resignation was submitted.

## ARTICLE 24 - GRIEVANCE PROCEDURE

### 24.01 Grievance

A grievance shall be any dispute relating to the interpretation, application, or administration of this Agreement.

24.02 "Working Days" for the purpose of this Article shall mean Monday to Friday exclusive of Holidays and Replacement Holidays.

### 24.03 Informal Dispute Resolution Procedure

A dispute shall be an action or lack of action by the Employer that results in an employee feeling unjustly treated or otherwise aggrieved. Where an employee has a dispute of any nature, that dispute shall be discussed orally between the

immediate supervisor and the employee or employees, within fifteen (15) Working Days of the discovery or occurrence of the incident giving rise to the dispute with the intention of resolving the dispute. The employee may have a Steward present if she so desires. The supervisor shall answer the dispute in writing within ten (10) Working Days of the discussion. A grievance shall not be filed until the subject matter is first subjected to this informal dispute resolution procedure.

#### 24.04 **Grievance Procedure**

- (a) **Step 1:** The grievance shall be presented in writing by the employee and/or the Union representative to the supervisor within ten (10) Working Days of the date of the answer provided by the supervisor under the Informal Dispute Resolution Procedure. The supervisor shall give a decision in writing within ten (10) Working Days after the grievance has been presented to the supervisor in writing.
- (b) **Step 2:** If the grievance is not settled, the grievor and/or the Union representative shall submit the grievance in writing to the Vice President or designate within ten (10) Working Days, of receipt by the Union of the Step 1 answer. At the request of either party, the Vice President or designate shall arrange a meeting or teleconference with the Union to discuss the grievance. The Vice President or designate shall give a decision in writing within ten (10) working days after the Step 2 grievance has been submitted.

#### 24.05 **Policy Grievance**

Where either party disputes the general application or interpretation of this Agreement, the dispute shall be discussed with the Employer representative, or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute shall be provided in writing at Step 2 of the grievance process. This section shall not apply in cases of individual grievances.

#### 24.06 **Union Approval**

Where the grievance relates to the interpretation or application of this Collective Agreement or an arbitration award, the employee is not entitled to present the grievance unless represented by the Union or with the Union's written approval.

#### 24.07 **Arbitration Procedure**

If the grievance is not settled, the Employer or Union may refer the matter to a single arbitrator or, where both parties agree, to a three member arbitration board. Notice of the referral shall be made by either party in writing within sixty (60) Working Days of the Step 2 decision under Article 24.04 (b) or of the decision under Article 24.05. Within ten (10) Working Days of the referral to

arbitration by either party, the parties shall endeavour to select a single arbitrator, or, if an arbitration board, each party shall select one member. If the parties are unable to agree upon a single arbitrator, or, in the case of an arbitration board, the members appointed by each party are unable to agree on the appointment of a chairperson, the single arbitrator or chairperson shall be appointed by the Minister of Labour. The decision of the single arbitrator or arbitration board shall be final and binding on the parties involved. The Employer and the Union agree to bear equal shares of any expenses incurred in engaging the single arbitrator or chairperson which are not payable by the Department of Labour.

#### 24.08 **Arbitration Decision**

The single arbitrator or arbitration board 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 fifteen (15) days from the appointment of the single arbitrator or chairperson.

#### 24.09 **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.

#### 24.10 **Time Limits and Relief Against Time Limits**

The time limit for the initial submission of the written grievance under Article 24.04 is mandatory. Subsequent time limits are directory and the single arbitrator or arbitration board shall be able to overrule a preliminary objection that the time limits are missed from Step 2 onward, providing that the single arbitrator or the arbitration board is satisfied that the grievance has been handled with reasonable dispatch and the Employers' position is not significantly prejudiced by the delay. The parties may mutually agree, in writing, to extend the time limits specified in this Article 24.

#### 24.11 **Sexual, Discriminatory and Personal Harassment\***

An employee may file a complaint under the Employer's Harassment Policy and, subsequent to the completion of the process under the Employer's policy, may file a grievance in accordance with Article 24 at the Step 2 level. Both the Union and the Employer shall treat cases of workplace harassment in strict confidence. Notwithstanding the above, where a complaint alleges a breach of the *Human Rights Act*, the employee may opt to file a grievance instead of a complaint under the Employer's Harassment Policy.

## ARTICLE 25 - TRAVEL REGULATIONS\*

### 25.01 Mileage and Related Expenses\*

Where employees are required by the Employer to use their own vehicles for travel in the course of their employment, they shall be reimbursed at the Provincial Government approved mileage rate (currently \$0.3987 cents per kilometre). All such travel will be based upon mileage originating from the employee's home base site or the actual kilometres traveled, whichever is less.

Such travel will include:

- (a) Travel between a home base site and multiple work sites, provided that the distance between sites exceeds 5 kilometres
- (b) Other approved travel in excess of 5 kilometres one way

Parking and tolls will be reimbursed upon submission of receipts with the expense claim form.

## ARTICLE 26 - SAFETY AND HEALTH

### 26.01 Occupational Health and Safety Act

The Employer, the Union and the employees agree to be bound by the provisions of the *Occupational Health and Safety Act*, S.N.S. 1996, c.7.

### 26.02 Occupational Health and Safety Complaints

Both parties agree that except as provided under Section 46 of the *Occupational Health and Safety Act*, S.N.S. 1996, c.7, the appropriate avenue for persons seeking redress for Occupational Health and Safety complaints is the complaint process under the *Occupational Health and Safety Act*. Therefore both parties agree that the grievance and arbitration process under Article 24 will not be available for such complaints.

## ARTICLE 27 - EMPLOYER/UNION CONSULTATION

### 27.01 Employer/Union Meetings

- (a) Either the Union or the Employer may request a meeting to discuss matters of mutual interest or concern including the administration of the collective agreement except those that are properly the subject of a

grievance. Each of the Employer and the Union shall appoint up to three (3) representatives to attend such meetings which shall be held following the notification of either party provided that such meetings shall not be held more frequently than bi-monthly except by mutual agreement in exceptional circumstances. Meetings shall normally be held between 8:00 AM to 5:00 PM Monday to Friday and representatives shall suffer no loss of regular pay while at such meetings.

This forum shall be advisory only and recommendations from such meetings shall not be binding on the Employer or the Union.

(b) **Alternate Chairpersons**

The Employer and the Union shall appoint representatives to act as chairpersons who shall alternate in presiding over meetings.

(c) **Minutes of Meeting**

Minutes of each meeting shall be signed by each of the Employer and Union Chairperson representatives and sent to the attendees within fourteen (14) calendar days after the close of the meeting.

## **ARTICLE 28 - EMPLOYMENT STABILITY**

### **28.01 Lay-off**

An employee(s) may be laid off because of technological change (which means the introduction of equipment or material by the Employer into its operations, which is likely to affect the job security of employees), shortage of work or funds, or because of the discontinuance of a function or the reorganization of a function. In the event that positions are eliminated and employees are to be laid off, the Employer shall designate at least one work site as essential for service delivery in each of the Regions. Employees in positions which are eliminated shall be given notice in accordance with Article 28.05 and shall follow the Placement/Displacement Procedures set out in Article 28.06.

### **28.02 Union Consultation**

Where employees are to be laid off, 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 lay off an employee(s).

### 28.03 **Seniority Information**

The Employer shall maintain a list of the seniority date of each employee in the bargaining unit. The seniority list shall be posted on the Union bulletin boards within thirty (30) days of the signing of the Collective Agreement, and annually thereafter by April 30<sup>th</sup>. The list shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the list may be forwarded to the Employer, failing which the list shall be deemed to be accurate. The Employer shall be entitled to rely on the list as posted or corrected, provided that any errors found and corrected prior to the next posting will, from that day forward, be recognized and applied properly and be reflected on the subsequent list.

### 28.04 **Lay-off Procedure**

Employees shall be laid off in reverse order of seniority per classification.

### 28.05 **Notice of Layoff**

- (a) The Employer will provide affected employees with as much notice as possible of impending lay-off, provided that such notice shall not normally be less than six (6) weeks. Where less than six (6) weeks notice is given, the employee whose position is eliminated shall receive pay in lieu for six (6) weeks less the actual notice given by the Employer.
- (b) Notices pursuant to this section shall include the effective date of layoff and the reasons therefore.
- (c) An employee in receipt of layoff notice shall be entitled to exercise any of the following options:
  - (i) to exercise their seniority rights for placement/displacement
  - (ii) to accept layoff and be entitled to recall

An employee who intends to exercise placement/displacement rights pursuant to (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, he/she will be deemed to have opted to accept layoff in accordance with (ii) above.

### 28.06 **Placement/Displacement Procedures**

- (a) An employee in receipt of lay-off notice or whose position has become redundant shall be entitled to be placed in the following manner and

sequence subject in all cases to the employee meeting threshold requirements for the position:

- (i) Placed in any available vacancy which the Employer has determined is to be filled in the employee's classification within the Region where the employee had their last regular position.
  - (ii) Displace the least senior employee in the employee's classification within the Region where the employee had their last regular position.
  - (iii) The employee may be placed in any available vacancy which the Employer has determined is to be filled within the employee's classification in any other Region.
  - (iv) Displace the least senior employee in the employee's classification within the bargaining unit.
- (b) The employee must follow the Placement/Displacement Procedures under Article 28.06 (a) in order and cannot bypass any steps.
  - (c) The employee may elect at any step under Article 28.06 (a) to accept layoff and to be placed on the recall list or to resign.
  - (d) The employee who has exhausted their rights under Article 28.06 (a) and cannot displace another employee shall be laid off and placed on the recall list.
  - (e) The employee will have a maximum of two (2) full days from the date the notice of the elimination of their position or from the date notice of their displacement by another employee is given to exercise their rights under Article 28.06 (a).

#### 28.07 **Recall**

Employees shall be recalled in the order of Seniority provided they have the threshold qualifications required to perform the job.

#### 28.08 **Termination of Recall Rights**

The layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts for more than eighteen (18) consecutive months without recall.

28.09 **New Employees**

No new employee shall be hired unless all employees on the recall list have had an opportunity to be recalled.

28.10 **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;
- (c) the employee is struck from the recall list in accordance with Article 28.06 (d);
- (d) the employee is laid off for more than eighteen (18) consecutive months without recall; or
- (e) the employee is absent without permission in accordance with Article 23.02.

28.11 **Region**

For the purpose of this Collective Agreement, Region means the three (3) regions as defined in Appendix "B".

28.12 **Transfer Expenses**

An employee transferred or displaced pursuant to the provisions of Article 28.06 outside their region shall be eligible for assistance with moving expenses upon presentation of receipts to a maximum of \$1,000.00.

**ARTICLE 29 - PAY PROVISIONS\***

29.01 **Rates of Pay\***

The rates of pay are as set out in Appendix "A" attached to this Agreement and include the following adjustments:

**All Employees:**

- (1) Effective April 1, 2007, the rates of pay in effect as of March 31, 2007 shall be increased by 2.9%.

- (2) Effective April 1, 2008, the rates of pay in effect as of March 31, 2008 shall be increased by 2.9%.
- (3) Effective April 1, 2009, the rates of pay in effect as of March 31, 2009 shall be increased by 2.9%.

In addition to the above noted economic adjustments, the rates of pay:

- (1) Effective September 1, 2007, the rate of pay in effect as of August 31, 2007 for Audiologists and Speech Language Pathologists, only, shall be increased by 2.1%.
- (2) Effective September 1, 2008, the rate of pay in effect as of August 31, 2008 for Audiologists and Speech Language Pathologists, only, shall be increased by 2.1%.
- (3) Effective September 1, 2009, the rate of pay in effect as of August 31, 2009 for Audiologists and Speech Language Pathologists, only, shall be increased by 2.1%.

29.02 (a) **Rate for New Appointment**

A newly hired employee with one or more years of satisfactory previous experience in relation to the specific requirements of the position shall be placed on the salary scale of his/her classification in accordance with the following:

**Audiologists and Speech Language Pathologists**

- Step 2 – one (1) but less than two (2) years satisfactory experience
- Step 3 – two (2) but less than three (3) years satisfactory experience
- Step 4 – three (3) but less than four (4) years satisfactory experience
- Step 5 – more than four (4) years satisfactory experience

**Other Classifications**

- Step 2 – one (1) but less than two (2) years satisfactory experience
- Step 3 – more than two (2) years satisfactory experience

(b) **Prior Service**

Regular employees who, on the effective date of this agreement:

- (i) are not being paid at the final step of their classification salary scale, and

- (ii) worked for the Employer as a regular employee prior to a break in employment of greater than thirty (30) calendar days,

shall be given credit for each twelve (12) months of Service prior to such break in employment for salary increment purposes only and shall, effective the signing date of this agreement, be placed at the appropriate increment step taking into account such additional service.

### 29.03 **Increments**

All employees who are not at the top of the increment scale will move one increment step on their anniversary date established in Article 29.04.

### 29.04 **Anniversary Date**

The anniversary date of an employee shall be the first day of the month in which employment occurs if the employee reported for duty during the first five (5) working days of the month in which they were employed, or the first day of the following month if the employee reported for duty later than the fifth working day of the month. The anniversary date will only change to the first day of another month if:

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

### 29.05 **Rate of Pay Upon Reclassification**

Where an employee is reclassified on their anniversary date the employee's salary shall be adjusted first by the implementation of their annual increment and if an increment is available in their present pay range, and on the same date their salary shall be adjusted upward.

### 29.06 **Acting Pay**

Where an employee is designated by the Employer in writing to perform for a temporary period of three (3) or more consecutive days, the principal duties of a higher position, they shall receive payment of acting pay, including the three (3) days, equivalent to ten percent (10%) higher than their existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.

## **ARTICLE 30 - CLASSIFICATION AND RECLASSIFICATION**

### **30.01 New Classification**

Should a new classification be created during the term of this Agreement, the Employer and the Union shall decide the rate of pay. Nothing herein shall prevent the Employer from employing personnel in the new classification until the new rate of pay is established. The rate of pay, once established, shall be retroactive to the date of commencement of work in the new position. If the parties are unable to agree, the dispute shall be submitted to arbitration.

### **30.02 Reclassification**

In the event that an employee feels that their position is wrongly classified, the employee may seek to have their position reclassified by forwarding their written request to their immediate supervisor outlining how their position has changed and why it is no longer properly classified.

The immediate supervisor shall review the request and respond within thirty (30) working days as to whether the Employer agrees or disagrees with the proposed reclassification. Where there is agreement, the new classification shall be assigned. 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 employees' written request for reclassification.

Where the employee or the Union believes the resultant classification or rate of pay is incorrect, the dispute may be referred to arbitration for resolution.

## **ARTICLE 31 - AMENDMENT**

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

## **ARTICLE 32 - TERM OF AGREEMENT\***

### **32.01 Duration and Renewal\***

This Agreement shall be in effect for a term beginning April 1, 2007 to March 31, 2010 and 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 within the two (2) month period preceding the date of expiry of the Agreement.

**32.02 Effective Date of Agreement\***

The provisions of Appendix "A", including overtime shall be paid retroactive to April 1, 2007. Article 16.01 (a) shall be effective as of April 1, 2008. Unless otherwise stipulated in this Agreement, all other provisions of this Agreement shall be effective from May 1, 2008.

**32.03 Retroactive Pay for Terminated Employees**

Employees who have left their employment in the bargaining unit within six (6) months prior to the date of signing of this Agreement, shall be entitled to full retroactivity of any applicable wage increase. Such employees shall be given written notice by registered mail sent by the Employer to the employee's last known address given to the Employer, that they have sixty (60) calendar days from the signing date of this Collective Agreement in which to claim any retroactive payment.

**Signed on Behalf of the Union**

Carla Scholten  
Scott MacKay  
Cynthia Tompkins  
Joan Jessome  
Tina Webber

**Signed on Behalf of the Employer**

Hal Boon  
Ann-Mason Browne  
Greg Noel

**Dated at Halifax this 15th day of May, 2008.**

**APPENDIX "A"**

**NOVA SCOTIA HEARING AND SPEECH CENTRES  
SALARY SCALES\***

**Audiologist/Speech Language Pathologist**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Expired	55,299	57,796	59,946	62,100	64,250	66,402	68,553
April 1, 2007 - 2.9%	56,903	59,472	61,684	63,901	66,113	68,328	70,541
September 1, 2007 - 2.1%	58,098	60,721	62,980	65,243	67,502	69,763	72,022
April 1, 2008 - 2.9%	59,782	62,482	64,806	67,135	69,459	71,786	74,111
September 1, 2008 - 2.1%	61,038	63,794	66,167	68,545	70,918	73,293	75,667
April 1, 2009 - 2.9%	62,808	65,644	68,086	70,532	72,974	75,419	77,862
September 1, 2009 - 2.1%	64,127	67,023	69,516	72,014	74,507	77,002	79,497

**Audiology Technician / Speech Language Pathology Technician  
Desktop Support/Procurement Technician**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Expired	32,205	33,025	33,905	34,753	35,612
April 1, 2007 - 2.9%	33,139	33,983	34,888	35,761	36,645
April 1, 2008 - 2.9%	34,100	34,968	35,900	36,798	37,707
April 1, 2009 - 2.9%	35,089	35,982	36,941	37,865	38,801

**Clerk/Accounting Clerk**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Expired	27,993	28,512	29,205	29,907	30,822
April 1, 2007 - 2.9%	28,805	29,339	30,052	30,774	31,716
April 1, 2008 - 2.9%	29,640	30,190	30,923	31,667	32,636
April 1, 2009 - 2.9%	30,500	31,065	31,820	32,585	33,582

**General Office Clerk**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Expired	26,436	26,956	27,474	27,993	28,511
April 1, 2007 - 2.9%	27,203	27,738	28,271	28,805	29,338
April 1, 2008 - 2.9%	27,992	28,542	29,091	29,640	30,189
April 1, 2009 - 2.9%	28,803	29,370	29,934	30,500	31,064

## **APPENDIX “B” REGIONS\***

### **South Western Region\*:**

- Digby General Hospital, Digby
- Hants Community Hospital, Windsor
- Fishermen’s Memorial Hospital, Lunenburg
- Kings Regional Rehabilitation Centre, Waterville
- Kentville Town Square, Kentville
- Medical Arts Building, Bridgewater
- Queens General Hospital, Liverpool
- Roseway Hospital, Shelburne
- Soldiers Memorial Hospital, Middleton
- South Shore Regional Hospital, Bridgewater
- Valley Regional Hospital, Kentville
- Western Regional Health Centre, Yarmouth

### **Northern Eastern Region\*:**

- Aberdeen Professional Centre, New Glasgow
- All Saints Hospital, Springhill
- Cape Breton Regional Hospital, Sydney
- Colchester Regional Hospital, Truro
- Harbour View Hospital, Sydney Mines
- South Albion Street, Amherst
- St. Martha’s Regional Hospital, Antigonish
- Strait-Richmond Hospital, Evanston
- Sutherland Harris Memorial Hospital, Pictou
- Prince Street, Truro
- Health Park, Sydney

### **Halifax Regional Municipality\*:**

- Cobequid Community Health Centre, Lower Sackville
- Eastern Shore Memorial Hospital, Sheet Harbour
- Halifax Community Centre/Provincial Centre, Halifax
- IWK Health Centre, Halifax
- Queen Square, Dartmouth
- QEII-HSC
- Twin Oaks/Birches Continuing Care Centre, Musquodoboit Harbour
- Dartmouth General Hospital

Note: Those Articles that are marked with an asterisk (\*) indicate a change in language.

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