

Collective Agreement

Between

**Nova Scotia Government & General
Employees Union**

and

**South West Nova District Health Authority (DHA #2)
Clerical / Administrative Professional Bargaining Unit**

Term of Agreement:

April 1, 2012 – October 31, 2014

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – NO STRIKE, NO LOCKOUT AND EMERGENCY SERVICES*	1
1.01 No Strike, No Lockout	1
1.02 Emergency Services	1
ARTICLE 2 – MANAGEMENT RIGHTS	2
ARTICLE 3 – RECOGNITION AND NEGOTIATION	2
3.01 Bargaining Agent Recognition.....	2
3.02 Mandatory Membership – New Employees.....	2
ARTICLE 4 – UNION INFORMATION	2
4.01 Bulletin Boards	2
ARTICLE 5 – NO DISCRIMINATION.....	3
5.02 Harassment	3
5.04 Same Sex Family Status	3
ARTICLE 6 – DEFINITIONS*	3
ARTICLE 7 – APPOINTMENT.....	5
ARTICLE 8 – CHECK-OFF AND UNION DUES	6
ARTICLE 9 – EMPLOYEE ORIENTATION	6
9.01 New Employees	6
ARTICLE 10 – MANAGEMENT AND LABOUR RELATIONS COMMITTEES	7
10.01 Management and Labour Relations Committees	7
ARTICLE 11 – BARGAINING RELATIONS AND CORRESPONDENCE.....	8
11.01 Representation.....	8
11.02 Union Negotiating Committee	8
11.03 Negotiating Committee Function	8
11.04 Representatives of Nova Scotia Government & General Employees Union	8
ARTICLE 12 – INFORMAL DISPUTE RESOLUTION/GRIEVANCE PROCEDURE.....	8
12.03 Grievance Procedure	8
12.04 Grievance Mediation.....	9
12.05 Referral to Arbitration	9
12.06 Union Representation	10

12.07	Policy Grievance	10
ARTICLE 13 – ARBITRATION	10
13.02	Arbitration Procedure	10
	Regular Arbitration Procedure	10
	Expedited Arbitration Procedure	11
13.03	Relief Against Time Limits.....	11
13.04	Arbitration Award.....	11
13.05	Costs of Arbitration.....	12
ARTICLE 14 – SENIORITY*	12
14.01	Seniority Defined.....	12
14.02	Seniority Lists*	12
14.03	Seniority and Probation.....	12
14.04	Loss of Seniority.....	12
14.05	Seniority Outside the Bargaining Unit	13
ARTICLE 15 – DISCIPLINE AND DISCHARGE	13
15.03	Grievance for Discharge.....	14
ARTICLE 16 -	14
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....		14
16.01	Employee Performance Review	14
16.02	Record of Disciplinary Action	14
ARTICLE 17 – HOURS OF WORK.....		15
17.01	Hours of Work	15
17.02	Consecutive Shifts	15
17.03	Working Schedule	16
17.04	Paid Rest Periods	17
17.05	Meal and Rest Periods.....	17
17.07	New Shifts	18
17.08	Exchange of Shifts	18
17.09	Flexible Work Hours/Modified Work Week.....	18
17.10	Part Time Employees – Additional Shifts	18
ARTICLE 18 – OVERTIME	19

* Denotes change from previous contract ii

18.02	Distribution of Overtime and Call Back	20
18.03	Meal Allowance	20
18.04	Time Off in Lieu	20
18.05	Daylight Saving Time	20
ARTICLE 19 – STANDBY AND CALLBACK*	20
19.01	Stand-by*	20
19.02	Callback Defined	21
19.03	Compensation.....	21
19.04	Transportation Allowance	21
19.05	Telephone Consult.....	21
ARTICLE 20 – SHIFT WORK*	22
20.01	Shift Premium*	22
20.02	Weekend Premium*	22
ARTICLE 21 – HOLIDAYS	22
21.04	Work on a Holiday	23
21.05	Holiday and Days Off	23
21.07	Holiday Rescheduling	24
ARTICLE 22 – VACATION	25
22.01	Vacation Accrual	25
22.02	Vacation Pay	25
22.04	Vacation Year.....	25
22.05	Vacation Scheduling	25
22.06	Employee Request.....	26
22.07	Vacation Time Off	27
22.10	Use of Accumulated Vacation Carry Over.....	27
22.11	Vacation Records.....	28
22.13	Illness Prior to Vacation	28
22.14	Recall or Cancellation of Vacation	28
ARTICLE 23 - SICK LEAVE*	29
23.02	Paid Sick Leave Accrual*	29
23.03	Maximum Accumulation of Sick Leave	29

* Denotes change from previous contract iii

23.04	Deduction from Sick Leave	29
23.06	Sick Leave Records	30
23.07	Sick Leave for Medical/Dental, Family, Emergency*	30
23.08	Confidentiality of Health Information	31
23.09	Workers Compensation	31
ARTICLE 24 – LEAVES OF ABSENCE*		32
24.01	Leave for Good and Sufficient Cause	32
24.02	Leave for Bereavement*	32
24.03	Leave for Court	34
24.05	Leave for Pregnancy	35
24.06	Leave for Adoption*	37
24.07	Parental Leave*	38
24.08	(a) Leave for Birth of a Child	40
24.09	Leave for Storms or Hazardous Conditions.....	40
24.10	Leave for Public Office	41
24.13	Benefit Plan Coverage – Unpaid Leaves	41
24.15	Education Leave	42
24.16	Volunteer Firefighters*	42
ARTICLE 25 – TIME OFF FOR UNION BUSINESS		42
25.01	Leave for Union Business – Employee Replacement	42
25.02	Notification to Employer	43
25.03	Leave for Union Functions	43
25.04	Negotiating Committee – Single Employer.....	43
25.05	Arbitration and Joint Consultation	43
ARTICLE 26 – JOB POSTING*		43
26.01	Position Posting	43
26.03	Selection Process	44
26.05	Job Posting*	45
26.06	New Classifications.....	45
26.07	Retention of Status.....	45
26.08	Team Leader Pay	45

* Denotes change from previous contract iv

ARTICLE 27 – SAFETY AND HEALTH	46
27.02 Pregnant Employees and Equipment.....	46
ARTICLE 28 – JOB SECURITY	46
28.02 Seniority – Layoff & Recall Procedure.....	46
28.03 Notice of Layoff/Resignation	46
28.04 Placement/Displacement Procedures	47
28.05 Recall Procedure	49
28.06 Termination of Recall Rights	50
28.07 Work of the Bargaining Unit	50
28.08 Contracting Out.....	50
ARTICLE 29 – JOB SHARING	51
29.04 Originating of Job Sharing Request	51
29.19 Applicability	53
ARTICLE 30 – EMPLOYEE BENEFITS	53
30.01 Group Life Insurance and Pension Plan.....	53
30.02 Retirement Allowance	53
30.03 Health Plan Premium Cost Sharing.....	54
30.04 LTD Program.....	54
ARTICLE 31 - PAY	55
31.02 Recognition of Past Experience	55
ARTICLE 32 - PAYMENT OF WAGES & ALLOWANCES	56
32.01 Pay Days.....	56
32.02 Payment on Temporary Assignment	56
32.03 Travel Allowance.....	57
ARTICLE 33 - POSITION DESCRIPTION	57
33.01 Position Description	57
ARTICLE 34 - CLASSIFICATION AND RECLASSIFICATION.....	57
ARTICLE 35 - AMENDMENT	57
ARTICLE 36 - TERM OF AGREEMENT*	58
36.01 Duration and Renewal*	58

* Denotes change from previous contract v

36.02	Effective Date of Agreement	58
36.03	Retroactive Pay for Retired or Resigned Employees*	58
36.04	Copies of Agreement*	58
APPENDIX "A"		60
FINANCIAL SETTLEMENT & PAY PLAN		60
APPENDIX "B"		62
	PART - TIME EMPLOYEES AVAILABILITY FORM	63
APPENDIX "C"		64
	CASUAL EMPLOYEES - TERMS OF INCLUSION	64
APPENDIX "D"		68
OTHER SHIFT LENGTHS		68
APPENDIX "E"		69
	Termination of LTD plan	69
APPENDIX "F"		70
PREPAID LEAVE PLAN.....		70
1.	Purpose.....	70
2.	Terms of Reference	70
3.	Eligibility	70
4.	Application.....	70
5.	Leave	71
6.	Payment Formula and Leave of Absence	71
7.	Benefits	72
9.	Written Contract	73
APPENDIX G		74
EXPEDITED ARBITRATION - RULES OF PROCEDURE		74
MEMORANDUM OF AGREEMENT #1		76
TRANSITION SUPPORT PROGRAM		76
MEMORANDUM OF AGREEMENT #2		81
Retiree Benefits.....		81
INDEX		83

Now therefore, the parties agree as follows:

PREAMBLE

Whereas it is the desire of both parties to this Agreement:

- a) to establish an effective working relationship at the South West Nova District Health Authority, in the Province of Nova Scotia, covered by this agreement in which members of the bargaining unit are employees;
- b) to maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- c) to recognize the mutual value of joint discussions and negotiations in matters pertaining to the bargaining unit;
- d) to provide for the efficient and uninterrupted operation of the South West Nova District Health Authority under methods which will recognize and promote the safety and welfare of its clients;
- e) to promote the morale, well-being and job security of all employees in the bargaining unit of the union;

Now therefore, the parties agree as follows:

ARTICLE 1 – NO STRIKE, NO LOCKOUT AND EMERGENCY SERVICES*

1.01 No Strike, No Lockout

During the life of this Agreement, there shall be no strikes or work stoppages of any kind and neither shall the Employer cause lockouts.

1.02 Emergency Services

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

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01** The Employer reserves and retains, solely and exclusively, all rights to manage the business including the right to direct the work force and to make reasonable rules provided that such rights are exercised in accordance with the terms and conditions of this Collective Agreement.

ARTICLE 3 – RECOGNITION AND NEGOTIATION

3.01 Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive Bargaining Agent of the employees in the Office & Clerical Bargaining Unit; as follows:

All regular and temporary full-time and part-time and casual employees of South West Nova District Health Authority but excluding employees in other bargaining units and those persons described in paragraphs (a) and (b) of subsection 2 of the *Trade Union Act*.

3.02 Mandatory Membership – New Employees

All bargaining unit employees of the Employer hired subsequent to the date of signing of this Agreement shall, as a condition of employment, become and remain members of the Union. All bargaining unit employees who are members of the Union on the date of signing of this Agreement shall be required to maintain membership.

ARTICLE 4 – UNION INFORMATION

4.01 Bulletin Boards

The Employer will provide, upon request by the Union, 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.

ARTICLE 5 – NO DISCRIMINATION

5.01 The Employer and the Union agree that all employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, employers' organization or employees' organization, physical appearance, residence, or the association with others similarly protected, or any other prohibition of the *Human Rights Act* of Nova Scotia.

5.02 Harassment

The Employer shall provide and the Union and employees shall support a workplace free from sexual harassment and any other harassment based on the protected characteristics set out in Article 5.01. Employees are encouraged to use the Employer's policy on harassment prior to using the grievance procedure hereunder.

5.03 The Employer will consult with the Union with respect to the accommodation of disabled employees in the work place.

5.04 Same Sex Family Status

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

ARTICLE 6 – DEFINITIONS*

6.01 Throughout this Agreement, the feminine includes the masculine and the plural includes the singular and vice versa, as the context may require.

(a) “**Employer**” shall mean the South West Nova District Health Authority.

(b) “**Union**” shall mean the Nova Scotia Government & General Employees Union.

(c) “**Employee**” shall mean a person appointed to a position in the bargaining unit.

(d) “**Regular Employee**” is an employee who occupies a regularly scheduled position as an employee of the Employer which is designated by the Employer as ongoing and is not temporary.

- (e) **“Full-time Employee”** is an employee who is regularly scheduled to work the standard hours in each two (2) week period as indicated in Article 17.01.
- (f) **“Part-time Employee”** is an employee who is scheduled to work less than the standard hours indicated in Article 17.01. A regular part-time employee shall qualify, subject to eligibility, for benefits of this collective agreement on a proportionate basis to the regular hours paid in a year.
- (g) **“Day”** except as otherwise provided, means Monday through Friday, excluding holidays.
- (h) **“Working Day”** means any calendar day on which an employee is scheduled to work.
- (i) **“Probationary Period”** is that period for newly hired employees up to four hundred and sixty-two (462) hours worked in the position. Employment may be confirmed or terminated at any time during this period. The probationary period may be extended at the sole discretion of the Employer provided that such extension will not normally exceed an additional four hundred and sixty-two (462) hours except in extenuating circumstances. The Employer shall meet with the Union to advise of such extensions.

During the probationary period the employee will be entitled to all rights and benefits of this agreement except for the fact that during the probationary period the Employer shall have the right to discipline or dismiss any employee who, in the opinion of the Employer, is unsatisfactory.

- (j) **“Casual”** is an employment relationship other than regular or temporary for a person who normally works on a day-to-day basis as required and is not scheduled by the Employer on the original schedule on a regular basis. The provisions of this Collective Agreement apply to casual employees except as provided in Appendix “C”.
- (k) **“Temporary”** is an employment relationship for an employee in a position designated by the Employer to be in excess of twenty (20) consecutive working days but not normally more than twenty-four (24) months and is not regular. Temporary assignments are normally intended for backfilling of vacations, short-term leaves of absences and/or specific projects. A temporary employee shall not accumulate seniority but shall qualify, subject to eligibility, for other benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.

Should the employment relationship change from temporary to regular without a break in employment, the employment and seniority date shall be the most recent date on which the employee began working in a temporary employment relationship. At the completion of the temporary term, the Employee shall be entitled to retain up to one hundred and twenty-six (126) hours of accumulated sick leave credits for use upon securing a Regular position or another Temporary position.

Temporary employment relationships may be terminated at any time at the sole discretion of the Employer. The Employer shall give as much advanced notice as possible of the termination of a temporary assignment. The Employer will make every effort to have one individual fill these temporary periods.

- (l) **“LTD Program”** is the Nova Scotia Association of Health Organizations Long Term Disability Program.
- (m) **“Spouse”** means a legal marriage partner or a live-in partner who has been identified to the Employer in writing as a spouse. This includes a same- sex partner for the purposes of compassionate leaves and retirement allowances.

ARTICLE 7 – APPOINTMENT

- 7.01** A newly hired regular employee shall be appointed to a position for a probationary period as described in Article 6.01 (i).
- 7.02** The Employer may, after an employee has served in a position on a probationary basis for a period of two hundred and thirty-five (235) hours worked, confirm the appointment as a regular employee.
- 7.03** If the employment of an employee appointed to a position on a probationary or temporary basis is to be terminated for reasons other than misconduct or disobedience or neglect of duty, the Employer shall advise the employee, in writing, providing as much advance notice as is possible prior to the date of termination. Termination of probationary employees is at the sole discretion of the Employer.
- 7.04** A regular employee whose employment is terminated for any reason and who is reappointed to their former position within a year from the date of such termination may be required to undergo a second probationary period.
- 7.05** Any Employee filling a Temporary Position must complete not less than fifty (50%) percent of the Temporary Position before being eligible to commence any other Temporary Position.

ARTICLE 8 – CHECK-OFF AND UNION DUES

8.01 Effective the first day of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues or assessments from the bi-weekly pay of all regular, temporary and casual employees in the bargaining unit.

Before the Employer is obliged to deduct any amount under this Article, the Union must advise the Employer in writing of the amount of regular monthly dues. Such written notice shall be delivered to the Employer at least thirty (30) days prior to the effective date of the change.

8.02 The Union shall inform the Employer, in writing, of the authorized deduction to be checked off for each employee mentioned in Article 8.01

8.03 For the purpose of applying Article 8.01, deductions from the pay of each employee will start with the first full month of employment.

8.04 The amounts deducted in accordance with Article 8.01 shall be remitted to the person so designated by the President of the Union by cheque within a reasonable time after deductions are made or ceased and shall be accompanied by particulars identifying each employee and the deductions made.

8.05 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.

8.06 An employee may be exempted from paying membership dues for bona fide religious reasons providing they make a contribution, equal to said Union dues, to some recognized charitable cause. Such exemptions shall not be considered to be in effect until the Employer is notified by the Union.

ARTICLE 9 – EMPLOYEE ORIENTATION

9.01 New Employees

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Recognition and Dues Check-off. A representative of the Union shall be allowed a period of fifteen (15) minutes during the orientation period to meet with new Bargaining Unit members without loss of regular pay.

9.02 The Union and the Employer agree to share equally in the cost of reproducing the Collective Agreement. The steward or representative will provide all new employees with a copy of the Collective Agreement.

ARTICLE 10 – MANAGEMENT AND LABOUR RELATIONS COMMITTEES

10.01 Management and Labour Relations Committees

- 1) It is agreed by both parties to this agreement that Management-Labour Relations Committees shall be maintained.
- 2) A Committee shall be made up of an equal number of representatives from both parties to be determined by mutual agreement. The chairperson of a committee shall be rotated between the Union and the Employer.

- 3) Function of Committee

The Committee shall concern itself with the following general matters:

- (i) Considering constructive exchange of all activities so that better relations shall exist between the Employer and the employees.
- (ii) Improving and extending services to the public.
- (iii) Promoting safety and sanitary practices.
- (iv) Reviewing suggestions from employees, questions or working conditions and service (but not grievances concerned with service).
- (v) Correcting conditions causing grievances and misunderstandings.

- 4) Meetings of Committee

Meetings shall be called as necessary at mutually agreed times at the request of either party but not less than three (3) times per year. Committee members shall receive a notice and agenda of the meeting at least five (5) days in advance of the meeting and at least one member from each of the Union and the Employer shall be present at each meeting. Employees attending meetings on their scheduled day off shall, at the Employer's discretion, receive either scheduled time off or pay at straight time (not to exceed seven (7) hours) for time spent at Committee meetings and related travel.

ARTICLE 11 – BARGAINING RELATIONS AND CORRESPONDENCE

11.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit on matters which conflict with the terms of this agreement.

11.02 Union Negotiating Committee

The Union Negotiating Committee shall be appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

11.03 Negotiating Committee Function

The function of the Negotiating Committee shall be to meet with the Employer for the purpose of negotiating or modifying a Collective Agreement.

11.04 Representatives of Nova Scotia Government & General Employees Union

The Union shall have the right at any time to have the assistance of representatives of the Nova Scotia Government & General Employees Union when dealing or negotiating with the Employer. Such representatives shall be permitted to have access to the Employer's premise during normal business hours providing permission has been received from the Employer. Such permission shall not unreasonably be withheld.

ARTICLE 12 – INFORMAL DISPUTE RESOLUTION/GRIEVANCE PROCEDURE

12.01 A grievance shall be a difference of interpretation of this Agreement or the violation of the provisions of this Agreement as well as any other complaint related to working conditions or relations between the employees and the Employer concerning the meaning, interpretation, application, administration or alleged violation of this Agreement. Every grievance shall be subject to the grievance and arbitration procedures set out hereunder.

12.02 The Employer shall only accept grievances presented with Union representation or with Union approval in writing.

12.03 Grievance Procedure

Step One / Informal Dispute Resolution Procedure

- (a) An employee(s) who feels that they have been treated unjustly or otherwise aggrieved by any action or lack of action of the Employer, shall first discuss the matter with their immediate supervisor in charge no later than ten (10) days after the date on which they became aware of the action or circumstance. The employee(s) may have a Steward or union representative present if so desired.
- (b) The supervisor shall answer the dispute within ten (10) days of the discussions unless the Union agrees to extend this time limit.

Step Two

When an employee is not satisfied with the decision of the immediate supervisor under Step One and the matter in dispute is a grievance as defined hereunder, the employee(s) may within ten (10) days of having received the supervisor's answer, present their grievance in writing to the person designated by the Employer as Step Two. A meeting may be arranged by mutual agreement to discuss the grievance at Step Two. If the employee(s) does not receive a satisfactory settlement within ten (10) days from the date on which they presented their grievance at Step Two, the employee(s) may proceed to Step Three.

Step Three

Within ten (10) days from the expiration of the ten (10) day period referred to in Step Two, the employee(s) may present their written grievance to the CEO or delegate. Any proposed settlement of the grievance presented at Step One and Step Two of the Grievance Procedure and any replies must accompany the grievance when it is presented to the CEO or delegate. A meeting with the CEO or delegate shall be arranged at a mutually agreeable time to discuss the grievance and the CEO or delegate shall reply in writing to the employee(s) within fifteen (15) days from the date the grievance was presented.

12.04 Grievance Mediation

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

12.05 Referral to Arbitration

Failing satisfactory settlement at Step Three or upon expiration of the fifteen (15) day period referred to in Step Three of the grievance procedure, the grievance may be referred to arbitration under Article 13.

12.06 Union Representation

In any case in which a meeting is held on a grievance at Step Two or Step Three of the Grievance Procedure, the employee(s) shall be accompanied by a representative of the Union.

12.07 Policy Grievance

Where either party disputes the general application or interpretation of this Agreement, the dispute may be referred in writing at Step Three of the Grievance Procedure. This section shall not apply in cases of individual grievances.

ARTICLE 13 – ARBITRATION

13.01 If a settlement is not reached in the steps above, either party may serve notice of intention to seek arbitration. Such notice must be given at the earliest possible date but in any case not later than sixty (60) days from the receipt of the reply at the final step of the Grievance Procedure. The matter may then be referred to a sole Arbitrator appointed by mutual consent. Should the parties fail to agree upon the Arbitrator, the Arbitrator shall be appointed by the Minister of Labour and Advanced Education of the Province of Nova Scotia. The decision of the Arbitrator shall be binding on both parties.

13.02 Arbitration Procedure

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

Regular Arbitration Procedure

(a) Single Arbitrator

If the grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of the arbitrator within ten (10) days of notice of arbitration in accordance with Article 13.01, the appointment shall be made by the Minister of Labour and Advanced Education for Nova Scotia.

(b) Arbitration Board

If the grievance is to be heard by a three-member arbitration board, the Union and the Employer shall each appoint a member of the arbitration board within ten (10) days of notice of arbitration in accordance with Article 13.01. Should the appointed members fail to agree upon the

appointment of a chair within five (5) days of their appointment, the Minister Labour and Advanced Education for Nova Scotia shall appoint the chair.

(c) Arbitration Procedure

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

Expedited Arbitration Procedure

(a) Eligibility For Utilization

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

(b) Rules of Procedure

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

13.03 Relief Against Time Limits

Time limits are directory and the arbitrator shall be able to overrule a preliminary objection that the time limits have been missed, provided that the arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Employer's position is not significantly prejudiced by the delay.

13.04 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.

13.05 Costs of Arbitration

The Employer and the Union agree to share equally the amounts payable (ie. amounts not paid by the Department of Labour and Advanced Education) as levied by the Arbitrator.

ARTICLE 14 – SENIORITY*

14.01 Seniority Defined

- (a) Seniority is defined as the length of continuous employment in a position in the bargaining unit commencing with the employee's most recent date of hire.
- (b) For the purposes of determining seniority for members of the bargaining unit with the same date of hire, seniority shall be determined by a draw in which affected employees are invited to attend.

14.02 Seniority Lists*

- (a) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of this list shall be posted on the Union bulletin board between January 1st and February 28th of the following year. 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 date forward, be recognized and applied properly and reflected on the subsequent list.
- (b) Casual Seniority shall be in accordance with Appendix "C".

14.03 Seniority and Probation

Regular Seniority or Casual Seniority shall not be recognized by the Employer during the Probationary Period. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 Loss of Seniority

An employee shall cease to be an employee and thus forfeit seniority rights in the event that such employee:

- i) is discharged for just cause and is not reinstated;

- ii) resigns, in writing;
- iii) is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonable;
- iv) fails to return to work within seven (7) calendar days following a recall for employment in excess of three months and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address and phone number. An employee who refuses an offer for casual work or employment of short duration (under three months) shall not lose recall rights for such refusal;
- v) is laid off for a period longer than two (2) years (recall period) except where employed within such recall period for casual or temporary employment of six (6) months or less in which case the recall period is extended by the total of the shifts worked during the 2 year recall period. For a temporary period of employment in excess of six (6) months the two (2) year recall period shall recommence at completion of the temporary period.
- vi) has been approved for benefits under the LTD Program and has not returned to work within forty-eight (48) months from the time the employee commenced the elimination period specified in the LTD Program.

14.05 Seniority Outside the Bargaining Unit

Employees transferred for a temporary period of twelve (12) months or less to a position outside the bargaining unit shall retain and accrue seniority for the term of the appointment.

For temporary transfers in excess of twelve (12) months seniority shall not accumulate after twelve (12) months but shall be retained at that level to commence upon their return.

Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

ARTICLE 15 – DISCIPLINE AND DISCHARGE

- 15.01** No employee who has completed their probationary period shall be disciplined, suspended without pay or discharged except for just cause.

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

15.03 Grievance for Discharge

Where an employee alleges that she has been discharged contrary to Article 15.01, such allegation is deemed to be a grievance and the employee may within ten (10) days of the date on which they were notified in writing or within twenty (20) days of the date of their discharge, whichever is later, file the grievance at Step Three of the Grievance Procedure under Article 12.04.

**ARTICLE 16 -
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

16.01 Employee Performance Review

When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss and make written comments on the review form or an addendum to the form. The employee shall be provided with an opportunity to review the form and make written comments before signing the copy.

16.02 Record of Disciplinary Action

- (a) The Employer agrees not to introduce, as evidence, involving an employee, in any proceeding any document from the file of an employee, the contents of which the employee was not aware at the time of filing.
- (b) An employee who has been subject to disciplinary action other than suspension may, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that the personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the employee's file does not contain any further record of disciplinary action during the eighteen month period, of which the employee is aware. The Employer shall confirm in writing to the employee that such action has been effected.
- (c) An employee who has been subject to disciplinary suspension may, after four (4) years of continuous service from the date the disciplinary suspension was invoked, request in writing that the personnel file be

cleared of any record of the disciplinary suspension. Such request shall be granted provided the employee's file does not contain any further record of disciplinary action during the four (4) year period, of which the employee is aware. The Employer shall confirm in writing to the employee that such action has been effected.

- (d) An employee shall have the right, when reasonable notice has been given and during office hours, to review the employees' personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

ARTICLE 17 – HOURS OF WORK

17.01 Hours of Work

- (a) The hours of work for full-time employees shall be seventy (70) hours for a two (2) week period averaged over a rotation, normally consisting of ten (10) seven (7) hour shifts exclusive of a one (1) hour designated meal break and including two (2) designated fifteen (15) minute rest periods, or six (6) shifts of ten and one-half (10 ½) hours per shift plus one (1) seven (7) hour shift.
- (b)
 - (i) The ten and one-half (10½) hour shift shall be exclusive of one and one-half (1½) hours unpaid breaks, one third (1/3) of which shall be in conjunction with a paid fifteen (15) minute period to become a second break. This ten and one-half (10½) hour shift shall include at least two (2) designated fifteen (15) minute rest periods.
 - (ii) Other shift lengths are described in Appendix "D" annexed hereto.
- (c) The Employer and the Union may, by mutual agreement, provide for the periods of work which are other than standard hours of work, as noted in 17.01(a) and (b) or in Appendix "D". In such cases a Memorandum of Agreement shall be included to accommodate these hours of work.

17.02 Consecutive Shifts

The Employer will make every effort to limit the number of consecutive shifts to not more than seven (7) consecutive seven (7) hour shifts and not more than three (3) consecutive ten and one-half (10½) hour shifts between days off.

17.03 Working Schedule

- (a) Days off shall be consecutive and shall be planned in such a way as to fairly distribute weekends, whenever possible. All weekends shall be defined as a Saturday and Sunday.

Split shifts

- (b) There shall be no split shifts (ie. Shifts provided under Article 17.01 (a) or (b) or in Appendix "D" which are divided into two or more segments) except by mutual agreement between the Union and the Employer.
- (c) The Employer will endeavour to provide at least sixteen (16) hours rest between regularly scheduled shifts for employees working seven (7) hour shifts, unless mutually agreed to otherwise. This does not apply to the employee who works overtime or where there is an exchange of shift assignments
- (d)
 - (i) The Employer agrees to post schedules at least four (4) weeks in advance for employees who are on rotating schedules. Once schedules are posted, changes will be kept to a minimum. Employees shall be notified as soon as possible of any change in the schedule, once it is posted. A minimum of twenty four (24) hours notice shall normally be given when the shift to be worked is changed. If the shift is changed by the Employer without the minimum twenty four (24) hours notice prior to the start of the shift whether such shifts are advanced or delayed, the applicable overtime rate shall be paid for the changed shift. This does not apply in the case of part-time employees working additional shifts under Article 17.10.
 - (ii) The Employer will make every reasonable effort to provide consecutive days off providing that such granting of consecutive days off shall be subject to operational requirements and shall not result in any additional cost to the Employer.
- (e) Except where the established rotation provides otherwise, each full-time employee shall receive four (4) days off in each two (2) week period, which, unless mutually agreed upon otherwise, shall be given in no more than two (2) segments. For employees working ten and one-half (10½) hour shifts, the Employer will endeavour to grant seven (7) days off in each two (2) week period.
- (f) Each full time employee shall have one (1) weekend off in each three (3) week period, or at least sixteen (16) weekends per year, unless mutually agreed upon otherwise. For full time employees working ten and one-half

(10½) hour shifts, the Employer will endeavour to provide every second weekend off. The Employer will endeavour to give each part-time employee one (1) weekend off in each four-week period unless mutually agreed upon otherwise.

- (g) Where an employee is required to work rotating shifts, days, evenings, and night duty will be assigned to employees as equally as possible. This does not preclude employees from being continually assigned to an evening or night shift at their request where such continuing assignment is acceptable and agreed upon by the employees involved and the employer.

17.04 Paid Rest Periods

An employee working a seven (7) hour shift shall be permitted a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the shift. This would not preclude any employee combining the two (2) fifteen (15) minute rest periods, where mutually agreeable and operationally practical.

17.05 Meal and Rest Periods

- (a) The Employer shall make every reasonable effort to organize the work assignment on a shift in such a way as to allow the Employee to have meal and rest break(s) during the scheduled shifts. Employees shall be permitted to combine meal and/or rest break(s) where operationally possible.

- (b) (i) Paid Rest Periods

An Employee shall be permitted a rest period of fifteen (15) consecutive minutes in the first half and in the second half of a 7 hour shift in an area designated by the Employer. Employees may be required to remain at their workstations during rest periods.

- (ii) Unpaid Meal Breaks

An Employee shall be permitted an unpaid meal break of one (1) hour during a shift (7 hours). Employees may be required to remain at their workstations during meal breaks.

(iii) Missed Breaks

Employees may have to take their meal break(s) and/or rest break(s) at the work site or in the facility. Where Employees are not able to receive meal or rest breaks during the shift, the Employee will be paid or credited for the missed break(s) at applicable overtime rates. Where time off is chosen it shall be scheduled at a mutually agreed time.

17.06 The Employer shall provide to all employees in any given location, one (1) break period of ten (10) minutes per hour for each hour that the temperature continuously exceeds 35°C.

17.07 New Shifts

The Employer agrees that, before new shifts or shift rotations are introduced, the change will be discussed with the employees who will be affected, at least one (1) month in advance.

17.08 Exchange of Shifts

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

17.09 Flexible Work Hours/Modified Work Week

The Employer shall, where operational requirements and efficiency of the service permit, authorize a flexible working hours schedule if the Employer is satisfied that an adequate number of employees in a unit have requested and wish to participate in such a schedule and the operation of the service is not adversely affected.

17.10 Part Time Employees – Additional Shifts

(a) The provisions of overtime and call back shall not apply to a casual employee or a part-time employee assigned to work shifts in addition to those for which the employee was scheduled on the posted schedule except when the employee is required to work hours in excess of the scheduled shift (7 hours) or in excess of the average bi-weekly hours (70 hours).

Part Time Employees – Availability

- (b) Regular part time employees who are interested in working additional shifts for the Employer shall indicate in writing on the form attached hereto as Appendix “B” their availability to perform extra shifts. After the employee’s availability status has been accepted by the Employer, the employee may be assigned to fill deficiencies in the work schedule known prior to the time of posting (“Extra Shifts”). Such extra shifts shall be assigned to such regular part-time employees based on seniority on a rotational basis subject to indicated availability. If extra shifts still exist after the assignment of extra shifts to Regular Part-Time Employees, as set out above, the Employer may offer the extra shift(s) to Casual Employees on a rotational basis.

Changes in Availability for Additional Shifts

- (c) Where the availability of a casual employee or a part-time employee changes from that previously accepted by the Employer, the employee must indicate the extent of the change in availability to the Employer in writing on the form annexed hereto as Appendix “B”, to a maximum of three (3) times per year. Notice of such change must be provided at least one (1) week in advance of the preparation of the next posted schedule. Such change requires the approval of the Employer which shall not be unreasonably denied.

Relief Shifts

- (d) When additional shifts become available after a shift schedule has been posted, (“Relief Shifts”) such relief shifts will be offered to part-time employees first in order of seniority on a rotational basis and if no part-time employee is available, then to casual employees on a rotational basis.

ARTICLE 18 – OVERTIME

- 18.01** Time worked in excess of 7 hours (or in excess of 10 ½ hours in the case of 10 ½ hour shifts) daily or in excess of the average of 70 hours bi-weekly in accordance with a rotation, will be compensated by the Employer granting to the employee, pay at the rate of one and one-half (1.5 x) times the employee’s regular hourly rate for the overtime worked, provided such time worked exceeds fifteen (15) minutes beyond the regularly scheduled shift, and two (2) times the employee’s regular hourly rate for all overtime worked on any day that the employee exceeds four (4) hours of overtime beyond the regularly scheduled shift.

18.02 Distribution of Overtime and Call Back

Overtime and call back time shall be divided as equitably as possible among qualified employees within the department. Where overtime is predictable, employees shall be provided with a minimum of four (4) hours notice of an overtime request.

18.03 Meal Allowance

Employees will be provided with a meal voucher (at those sites where cafeteria service is available) or ten dollars (\$10.00) after having worked overtime in excess of each four (4) continuous hours beyond a regularly scheduled shift.

18.04 Time Off in Lieu

Instead of monetary payment for overtime, an employee may choose, by mutual agreement with the Employer, to receive time off at the appropriate overtime rate at a mutually agreeable time.

18.05 Daylight Saving Time

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

ARTICLE 19 – STANDBY AND CALLBACK*

19.01 Stand-by*

- (a) An employee may be required to be on Stand-By by the Employer. An employee designated for stand-by duty shall be available during their period of Stand-By duty at a known telephone number and be able to report for duty as quickly as possible.
- (b) An employee assigned to be on Stand-By shall receive \$1.25 for each hour of Stand- By. On the last day of this Collective Agreement this rate shall be increased to \$2.03 for each hour of Stand-By.
- (c) On the last day of this Collective Agreement employees who are required by the Employer for Stand-By duty on a holiday as listed in Article 21.01 shall receive \$4.05 Stand-By pay for each Stand-by hour on a holiday.
- (d) Stand-by shall not be forfeited in the event of a callback.

19.02 Callback Defined

Callback occurs when an employee is required to report for work following completion of a shift but before the commencement of their next shift or has signed out from duty following a call back.

19.03 Compensation

An employee who is called into work outside the employee's normal working hours shall be paid a minimum of four (4) hours at the employee's regular rate or time and one-half for all overtime worked, whichever is greater. The minimum four (4) hour payment shall apply once during each eight (8) hour stand-by period. Subsequent calls during the same eight (8) hour period shall be paid at time and one-half with a minimum of one hour's pay at straight time rates.

19.04 Transportation Allowance

Employees shall receive a transportation allowance of ten dollars (\$10.00) for each callback.

19.05 Telephone Consult

Telephone consults are not callbacks and shall not be compensated under Article 19.03. Where the employee is consulted by telephone within a service providing telephone consulting support to the public or where the employee is designated to be available to be contacted by telephone as a support service to the Employer, the employee shall be compensated as follows:

- (i) payment for the total of actual time spent on the phone consult at the rate of one and one-half times ($1 \frac{1}{2} \times$) the employee's regular hourly rate to a maximum of eight (8) hours pay at the employee's regular rate in an eight (8) hour period.
- (ii) where the employee has been designated to be on Stand-by, the compensation shall be in addition to the Stand-by premium as set out in Article 19.01 (b).
- (iii) in all instances the minimum telephone consult shall be recognized as thirty (30) minutes pay per incident at the employee's regular hourly rate.

ARTICLE 20 – SHIFT WORK*

20.01 Shift Premium*

An employee shall receive a shift premium of one dollar and seventy-five cents (\$1.75) per hour for all regular hours worked between 1800 and 0600. This premium does not apply to overtime or callback. On the last day of this Collective Agreement this premium shall increase to \$1.85 per hour for all regular hours worked between 1800 and 0600.

20.02 Weekend Premium*

Employees working during the fifty-five (55) consecutive hour weekend period commencing 0001 hours Saturday and ending 0700 hours Monday shall be compensated with a premium of one dollar and seventy-five cents (\$1.75) per hour worked during this period. The weekend premium shall not apply to overtime or callback hours. On the last day of this Collective Agreement this premium shall increase to \$1.85 per hour.

20.03 The premiums shall not apply when calculating overtime, vacation pay, sick leave, holidays or other fringe benefits.

ARTICLE 21 – HOLIDAYS

21.01 (a) The Employer recognizes the following as paid holidays for full-time employees:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1 st Monday in August)	

In addition to the above holidays, any additional holidays declared by the Federal or Provincial Governments.

(b) Full-time employees who work a scheduled ten and one-half (10½) hour shift on a holiday listed in Article 21.01 (a) will receive ten and one-half (10½) paid hours off at a time mutually agreed.

21.02 In order that an employee may qualify for holiday benefits, such employee must have worked their scheduled shift prior to and the next scheduled shift following

the holiday or have been on paid leave on either or both of those scheduled shifts. An employee absent on a holiday because of a bona fide illness or injury shall be eligible for the holiday benefits.

21.03 If a paid holiday falls during the vacation of a full-time employee, the employee shall receive the holiday off on that calendar day with no loss of vacation credits.

21.04 Work on a Holiday

(a) If an employee works a shift on the calendar date of a holiday listed in Article 21.01, the employee will be compensated at the rate of one and one-half times the employee's regular hourly rate for the hours worked. The method of compensation shall be pay or time off to be determined by mutual agreement.

Pay or Time In Lieu

(b) In addition to the compensation for the hours worked on the holiday the regular full-time employee shall have the option to have pay or time off on an hour for hour basis for all hours worked on the holiday.

Part-Time Employee and Holidays

(c) In lieu of the holidays listed in Article 21.01 above, part-time employees shall be entitled to one hour of holiday compensation for each twenty-three point six three six (23.636) regular hours paid. The method of compensation shall be pay or time off as determined by mutual agreement.

Scheduling of Time In Lieu

(d) Where time off is to be scheduled it shall occur at a time mutually agreed between the Employer and the employee.

(e) For the purposes of this Article, the actual calendar day (0001 - 2400 hours) shall be deemed as premium payment hours for hours worked.

21.05 Holiday and Days Off

When a full time employee's regular day off falls on a holiday listed in Article 21.01, the employee's holiday shall be scheduled for a mutually agreed alternate date or paid if mutually agreed.

21.06 An employee shall be scheduled off for either Christmas Day or New Year's Day, providing, in the case of full-time employees, the qualifying provisions of Article 21.02 have been fulfilled and subject to the provisions of Article 22 (Vacation). Employees who are scheduled to work and report to work on December 24th, and are scheduled to work beyond 12:00 Noon, shall, where required by the Employer to work, be compensated for all hours worked after 12:00 Noon to a maximum of four (4) hours at the rate of one and one-half (1½ X) the employee's regular rate, or, where not required by the Employer to work, be entitled to all hours scheduled after 12:00 Noon as time off without loss of pay, to a maximum of four (4) hours. For the purposes of this Article the day of the holiday shall be the period between 0001 and 2400 hours.

21.07 Holiday Rescheduling

- (a) If a full-time employee is required to work a seven (7) hour or ten and one-half (10½) hour shift on a holiday listed in Article 21.01 which the employee is scheduled to be off and has received less than seventy-two (72) hours notice, the employee shall be compensated by receiving time off on an hour for hour basis for all hours worked on the holiday.
- (b) If a part-time employee is required to work a seven (7) hour or ten and one-half (10½) hour shift on a holiday listed in Article 21.01 which the employee is scheduled to be off and has received less than seventy-two (72) hours notice, the employee shall be compensated by receiving two (2) times the employee's regular hourly rate for the hours worked on the holiday.
- (c) Overtime on a Holiday
 - (i) Where a full-time employee is required to work overtime on a paid holiday, as defined in Article 21.01, she will receive compensation equal to three point-three-three (3.33) times her regular rate as follows:
 - (A) compensation at two point three-three (2.33) times her regular rate of pay, including the holiday pay, for the hours worked on the holiday; and
 - (B) time off with pay in lieu of the holiday on an hour-for-hour basis at a mutually acceptable time prior to the end of the second calendar month immediately following the month in which the holiday fell.
 - (ii) Where a part-time employee is required to work overtime on a paid holiday, as defined in Article 21.01, she will receive compensation

at two point three-three (2.33) times her regular rate of pay, including the holiday pay, for the hours worked on the holiday.

- (d) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 21.07(c)(i)(B), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

ARTICLE 22 – VACATION

22.01 Vacation Accrual

Each year of service for the application of this Article shall be a period of twelve (12) months effective on the Employee's date of hire. Vacation credits shall accumulate to the employee on the following basis:

- (a) Effective the date of hire, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.33 regular hours paid.
- (b) Effective on the commencement of the fifth (5th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13 regular hours paid.
- (c) Effective on the commencement of the fifteenth (15th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.4 regular hours paid.
- (d) Effective on the commencement of the twenty-fifth (25) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 8.67 regular hours paid.

22.02 Vacation Pay

Vacation pay shall be at the regular hourly rate (exclusive of premiums) for the regular or temporary position held immediately prior to the vacation period.

- 22.03** An employee who terminates employment during the vacation year shall receive vacation allowance on a pro rata basis for time worked.

22.04 Vacation Year

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

22.05 Vacation Scheduling

- (a) Written vacation requests for vacation time off must be submitted by February 15th for vacations in the period April 1st to September 30th and

shall include requests for Christmas vacations and/or March Break vacations for the following year and by August 15th for vacations in the period October 1st to March 31st except as indicated above.

- (b) The Employer will post approved vacation in writing by March 15th and September 15th respectively.
- (c) Paid vacation time off shall be scheduled by the Employer at a time mutually agreed between the employee and the Employer. Vacations will be distributed as equitably as possible among employees. Where a conflict arises between the requested vacation period of two or more employees, the conflict will be resolved on the basis of seniority, provided the requests in question have been made in accordance within the applicable time frames.
- (d) Where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to employees with the greatest seniority.
- (e) After the vacation schedule is posted, if operational requirements permit additional employees to be on vacation leave, such leave shall be offered to employees on a work unit on a first come first served basis unless requests by two or more employees are made on the same day for the same vacation period in which case seniority shall be used to resolve the conflict.

22.06 Employee Request

Subject to the operational requirements of the service, the Employer shall make every reasonable effort to ensure that an employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the Employer is unable to comply with the employee's written request, the Employer shall:

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

22.07 Vacation Time Off

Where operational requirements permit, the Employer shall make every reasonable effort to grant at least two (2) weeks of vacation as an unbroken period during the months of July and August, unless otherwise mutually agreed upon between the employee and the Employer.

- 22.08** (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, subject to operational requirements, be carried forward in accordance with Article 22.09. Requests for carry over entitlement shall be made in writing by the employee to the Employer not later than January 1st of the year in which the vacation is earned, provided however that the Employer may accept a shorter period of notice of the request. The Employer shall respond in writing within one (1) calendar month of receiving an employee's request.
- (b) An employee scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.
- (c) Where a mutual agreement with respect to scheduling of vacation has not been achieved by January 1st each year the Employer will consult with the employee with a view to reaching mutual agreement of the scheduling of the employee's remaining vacation. The Employer shall, upon request, permit the Employee to be paid out up to thirty-five (35) hours. The Employer may also, subject to operational requirements, permit the employee to carry over up to an additional thirty-five (35) hours of unused vacation into the next vacation year. Failing mutual agreement on the scheduling, payout or carry-over, the Employer may schedule the vacation between January 1st and March 15th.

22.09 Subject to operational requirements an employee, may be granted permission to carry over five (5) days of their vacation leave each year, and, in special circumstances, may be permitted to accumulate to a maximum of fifteen (15) days of carried over vacation. Such permission shall not be unreasonably denied.

22.10 Use of Accumulated Vacation Carry Over

The vacation leave approved pursuant to Article 22.09 shall be used within five (5) years subsequent to the date on which it was approved, and shall lapse if not used within that period unless an extension is approved by the Employer.

22.11 Vacation Records

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

22.12 If an employee is required to work during their vacation, such employee shall be compensated at double the regular rate of pay plus one (1) vacation day off in lieu for each day the employee performed any work.

22.13 Illness Prior to Vacation

Accumulated sick leave credits may be substituted for hours of scheduled vacation interrupted where it can be established by the employee to the satisfaction of the Employer prior to the commencement of the vacation that the employee's illness or accident has occurred and that the illness or accident is such that the vacation plans of the employee will be interrupted. Vacation time off shall be rescheduled. When an employee is confined as a patient in a hospital for a period of not less than one (1) day during a vacation period, accumulated sick leave may be substituted for vacation where such hospitalization can be verified.

22.14 Recall or Cancellation of Vacation

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

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

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

ARTICLE 23 - SICK LEAVE*

23.01(a) Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave pay if the employee is not otherwise receiving pay for that day, and providing the employee has sufficient sick leave credits.

(b) Sick Leave Defined

Sick Leave means the period of time an employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workers' Compensation Act* and shall be payable from the first day of illness.

23.02 Paid Sick Leave Accrual*

Paid sick leave credits shall accumulate at the rate of 11.25 hours for each one hundred and sixty-two and one-half (162.5) regular hours paid. Accrual is effective the first day of employment. Employees shall not be eligible for paid sick leave during their probationary period but shall be credited with sick leave accrued upon the completion of their probationary period.

23.03 Maximum Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for her future benefits to a maximum of one thousand and fifty (1050) hours.

23.04 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave.

23.05 (a) An employee may claim sick leave when unable to attend work due to personal illness or injury provided the employee is able to establish with medical documentation, where required, that the illness or injury prevents

the employee from working. The employee shall be entitled to paid sick leave where the employee has sufficient sick leave credits.

(b) Sick Leave and Probation

A newly hired regular employee shall be on probation for a period of four hundred and sixty-two (462) regular scheduled hours of work. During the probationary period, there shall be no entitlement to paid sick leave. After the first 462 regular scheduled hours of work an accumulation of 31.88 hours sick time will be credited to that employee.

23.06 Sick Leave Records

The employee may request a statement of the amount of accumulated sick leave credits.

23.07 Sick Leave for Medical/Dental, Family, Emergency*

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 (pro-rated 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. Employees shall advise his/her immediate supervisor when he/she become aware of his/her need for personal medical, dental care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied.
- (b) attend to emergencies where:
 - (i) the Employee's own medical or dental health is at an immediate and serious risk;
 - (ii) a member of the Employee's immediate family, as defined in Article 24.02(b), who has become ill or disabled, where the Employee's personal attention is required and which could not be serviced by others or attended to by the Employee outside of his/her assigned shifts;
 - (iii) there is a critical condition (fire, flood, or other natural disaster excluding the conditions of Article 24.09) which requires the Employee's personal attention which could not be serviced by others or attended to by the Employee outside of his/her assigned shifts.

The Employer may require verification of the condition claimed. This provision is not applicable to a Casual Employee.

- (c) An Employee will be allowed to use up to 14 of the hours referred to in the preamble of this Article to attend to the Medical and Dental Care of their Immediate Family members.

23.08 Confidentiality of Health Information

- (a) An employee shall not be required to provide her management supervisor specific information relative to an illness during a period of absence. However, such information shall be provided to Occupational Health Services, if required by the Employer. Occupational Health Services shall only release such necessary information to the employee's immediate management supervisor, such as the duration or expected duration of the illness, the employee's fitness to return to work, any limitations associated with the employee's fitness to work, and whether the illness is bona fide.
- (b) All employee health information shall be treated as confidential and access to such information shall only be given in accordance with this collective agreement or as authorized by law. The Employer shall store employee health information separately and access thereto shall be given only to the persons in Occupational Health Services who are directly involved in administering that information or to qualified health care professionals retained by Occupational Health Services.

23.09 Workers Compensation

- (a) Where an employee is compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the maximum permitted under the Act (i.e., the maximum which can be paid without reducing the amount paid by the Workers' Compensation Board). When this supplement is being paid, the Employer shall deduct from the employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's sick leave credits are exhausted, the employee shall be paid only the Workers' Compensation Benefits Allowance.

- (b) Accumulation of Vacation Credits:

An employee shall accumulate vacation credits for the employee to a maximum of one year of vacation credits.

(c) Pension Plan Contributions

The Employer shall maintain the Employer and employee contributions to the pension plan in which the employee is a participant for the period of the employee's absence from work as a result of the injury on duty for the supplemental payment portion of the employee income during the WCB period.

23.10 Alcoholism and Drug Abuse

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 or drug dependency to undergo a co-ordinated program directed to meet the objective of their rehabilitation.

ARTICLE 24 – LEAVES OF ABSENCE*

24.01 Leave for Good and Sufficient Cause

- (a) An employee may request leave of absence without pay and without loss of seniority for good and sufficient cause. Such a request shall be in writing supported by the reason for the leave and approved by the Employer subject to operational requirements.
- (b) A request by an employee for a leave of absence to pursue alternate employment shall not be deemed by the Employer as a good and sufficient reason. However, the Employer may grant the leave at its sole discretion. In such approved leaves, seniority shall not be accrued.

24.02 Leave for Bereavement*

- (a) If a death occurs in the immediate family of an employee when the employee is at work, or scheduled to go to work, then the employee shall be granted bereavement leave with pay for the remainder of the employee's tour of duty for that day.

Immediate Family

- (b) If a death occurs in the immediate family of an employee (ie. spouse, father, mother, step-mother, step-father, guardian, sister, brother, step-brother, step-sister, son, daughter, step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law or daughter-in-law, or a person for whom the employee is a Guardian), the employee shall be

granted five (5) consecutive days Bereavement Leave commencing on the calendar day following the day of the death of the family member. The employee shall not have a loss of regular pay for shifts not worked during the Bereavement Leave.

Extended Family

- (c) In the event of a death of a employee's grandparents, grandparent in-law, grandchild, step-grandchildren, step-grandparents, the employee shall be granted three (3) consecutive days Bereavement Leave commencing on the calendar day following the day of the death of the family member. The employee shall not have a loss of regular pay for shifts not worked during the Bereavement Leave.
- (d) In the event that the funeral for any of the persons listed in Articles 24.02 (b) and (c) does not take place within the period of bereavement leave, the employee may defer the final day of their bereavement leave without loss of regular pay until the day of the funeral.
- (e) The "in-law" and "step-relative" relationships referred to in this provision will only be considered "immediate family" in cases where it is a current relationship at the time of the death, otherwise eligibility will be determined in accordance with the remainder of this Article.
- (f)* In the event of a death of an Employee's aunt or uncle, niece or nephew, the Employee shall be entitled to one (1) day leave without pay for the purpose of attending the funeral. The Employee may elect that such bereavement leave be paid by charging the time to the employee's accumulated vacation, accumulated holiday, or accumulated overtime.

Person Permanently Residing with Employee

- (g) In the event of the death of anyone permanently residing in the employee's household or anyone with whom the employee permanently resides, the employee shall be granted one (1) day Bereavement Leave granted on the day of the funeral. The employee shall not have a loss of regular pay for a shift not worked on that day.

Bereavement Leave and Vacation

- (h) If a death occurs for which Bereavement Leave is provided under this Article, and the employee has scheduled vacation days during the bereavement period, Bereavement Leave shall be substituted for the scheduled vacation days.

Compassionate Leave

- (i) 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 benefits 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.

24.03 Leave for Court

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

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceedings for an employment related matter held:
 - (i) in or under the authority of a court or tribunal; or
 - (ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it
- (c) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked.
- (d) The leave of absence under Article 24.03 shall be sufficient in duration to permit the employee to fulfill the witness or jury obligation.
- (e) An employee given Leave for Court without loss of regular pay shall pay to the Employer the amount that the employee receives for this duty.

24.04 When an employee participates in a personnel selection process for any position with the Employer, subject to operational requirements such employee may be granted a leave of absence without loss of regular pay for the period during which the employee's presence is required for purposes of the selection process and for such further period as the Employer considers reasonable for the employee to travel to and from the place where their presence is so required. Such leave shall not exceed seven (7) hours annually and shall be requested by the employee as soon as the requirement of their presence is known.

24.05 Leave for Pregnancy

- (a) A pregnant employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks.
- (b) An employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery, and not later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (f) A pregnant employee shall provide the Employer with at least four (4) weeks notice of the date the employee intends to begin pregnancy leave. Such notice and start date of the leave may be amended:
 - (i) by changing the date in the notice to an earlier date for medical reasons as verified by the employee's attending physician. In such cases the employee will provide as much advance notice of the revised start date of the leave as is possible; or,
 - (ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or,
 - (iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.
- (g) Where notice as required under Article 24.05(f) is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer as much notice as reasonably practicable of the commencement of the employee's leave or return to work.
- (h) While an employee is on pregnancy leave, the Employer shall permit the employee to continue participation in eligible benefit plans. The employee shall be responsible to pay both the Employer and the employee's shares of the premium costs for maintaining such coverage for which the employee is eligible during the period of leave.

(i) **Pregnancy/Birth Allowance***

- (i) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (ii) * In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (1) Where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (2) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (iii) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (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 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 (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

- (vi) It is understood that employees entitled to the seven (7) weeks Birth Allowance as provided in this Article may be eligible for an additional Parental Leave Allowance which combined with the Birth Allowance may result in eligibility up to a maximum of seventeen (17) weeks allowance.

24.06 Leave for Adoption*

- (a)* An employee who becomes a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children is entitled to a leave of absence without pay of up to fifty-two (52) weeks. This 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 after the leave began.
- (b) Where an employee reports for work upon the expiration of the period referred to in Article 24.06(a), the employee shall resume work in the same position she held prior to the commencement of the adoption leave or if that position no longer exists, to another position in accordance with this Agreement.
- (c) While on adoption leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during adoption leave shall not be used for the purposes of calculating vacation leave credits.
- (d) While an employee is on adoption leave, the Employer shall permit the employee to continue participation in eligible benefit plans. The employee shall be responsible to pay both the Employer and the employee's shares of the premium costs for maintaining such coverage for which the employee is eligible during the period of leave.

(e) Parental and Adoption Leave Allowance

- (i) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to the *Employment Insurance*

Act, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.

- (ii) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - (1) Where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (2) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (i) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (ii) 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.
- (iii) The Employer will not reimburse the employee for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

24.07 Parental Leave*

- (a) An employee who has been employed with the Employer for at least one (1) year, and who becomes a parent for one or more children through the

birth of the child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks.

- (b) Where an employee takes pregnancy leave pursuant to Article 24.05 and the employee's newborn child or children arrive in the employee's home during pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and without the employee returning to work and ends not later than thirty-five (35) weeks after the parental leave began.
- (c) Where an employee did not take pregnancy leave pursuant to Article 24.05, parental leave begins on such date as determined by the employee, coinciding with or after the birth of the child or children first arriving in the employee's home, and ends not later than thirty-five (35) weeks after the parental leave begins or fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier.
- (d) Notwithstanding Article 24.07(b) or (c), where an employee has begun parental leave, and the child to whom the parental leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the employee is entitled to return to and resume work in the position held immediately before the leave began or if that position no longer exists, to another position in accordance with this Agreement. The employee is entitled to only one (1) interruption and deferral of each parental leave.
- (e) The employee shall give the Employer four (4) weeks notice of the date the employee will begin parental leave.
- (f) The employee shall give the Employer four (4) weeks notice of the date the employee will return to work upon completion of the parental leave.
- (g) Where an employee reports for work upon the expiration of the period referred to in Article 24.07(a), the employee shall resume work in the same position she held prior to the commencement of the parental leave or if that position no longer exists, to another position in accordance with this Agreement.
- (h) While on parental leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during parental leave shall not be used for the purposes of calculating vacation leave credits.
- (i) The employee shall have the option of maintaining the benefit plans in which the employee participated prior to the commencement of the employee's parental leave.

- (j) The Employer shall notify the employee of the option and the date beyond which the option referred to in Article 24.07(i) may no longer be exercised at least ten (10) days prior to the last day on which the option could be exercised to avoid an interruption of benefits.
- (k) Where the employee opts in writing to maintain the benefit plans referred to in Article 24.07(i), the employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plans, including the Employer's share thereof.

24.08 (a) Leave for Birth of a Child

Where an employee's spouse gives birth to a child, the employee shall be granted special leave without loss of regular pay up to a maximum of fourteen (14) scheduled hours during the confinement of the mother. This leave may be divided into periods and granted on separate days.

(b) Leave for Adoption – Paid

Special leave with pay up to a maximum of fourteen (14) scheduled hours shall be granted to an employee when an adopted child arrives in the employee's home. This leave may be divided into periods and granted on separate days.

24.09 Leave for Storms or Hazardous Conditions

- (a) It is the responsibility of the 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, all absent time will be deemed to be leave, and the employee has the option to:
 - (i) take the absent time as unpaid; or
 - (ii) deduct the absent time from accumulated overtime, holiday time or vacation; or
 - (iii) when the employee has no entitlement to accumulated paid leave, the employee may, with prior approval of the Employer, make up the absent time as the scheduling allows.
- (b) Employees assigned to provide services which require travel shall not be required to perform such assignments during hazardous travelling conditions and shall report to their facility for reassignment.

- (c) Notwithstanding 24.09 (a), reasonable lateness of not more than two (2) hours beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 29.09(a), (i), (ii) or (iii), where the lateness is justified by the employee being able to establish to the satisfaction of the employer that every reasonable effort has been made by the employee to arrive at her work station at the scheduled time. The employee shall make every reasonable effort to inform his/her manager as soon as possible with respect to any expected lateness.

24.10 Leave for Public Office

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer may allow leave of absence without pay, and the employee retains all benefits accrued and seniority up to that date of the leave, for a maximum of five (5) years, for the employee to hold office at the National, Provincial or Municipal level.

Leave for Full-Time Union Office

- (b) An employee who is elected or selected to a full-time position with the Union, shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year where operational requirements permit. Such leave shall be renewed each year on request, during the employee's term of office. An employee who is elected as President of the Union, shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave shall be renewed each year on request, during the employee's term of office.

24.11 The Employer agrees to make available to employees, a deferred salary plan as developed in accordance with the terms outlined in Appendix "F".

24.12 An employee may be granted leave of absence with pay for regular scheduled shifts to a maximum of twenty-one (21) hours per year and without loss of benefits and seniority to write examinations to up-grade employment qualifications. Such examinations must relate to the individual's employment with the hospital.

24.13 Benefit Plan Coverage – Unpaid Leaves

Except where provided otherwise in this Agreement, while on any unpaid leave (including unpaid sick leave under Article 23.09) an employee may continue participation in eligible benefit plans provided that the employee is responsible for paying both the Employer and the employee's shares of premium costs for maintaining such coverage for which the employee is eligible during the period of leave. To ensure continued coverage the employee is responsible for making

suitable arrangements with the Employer for payment of premiums prior to commencement of the leave where possible but in no event later than fifteen (15) days following commencing the leave.

24.14 Subject to operational requirements, the Employer agrees to allocate educational leave on an equitable basis among readily available qualified employees.

24.15 Education Leave

- (a) At the Employer's discretion, the Employer may grant a leave of absence for an educational leave which may be fully subsidized, partially or granted with no financial assistance.
- (b) When an employee is required by the Employer to attend an education program during the employee's regularly scheduled working hours, the employee shall suffer no loss of regular pay.

When an employee is required by the Employer to attend courses outside the employee's regularly scheduled working hours, the employee shall be compensated with time off or pay on an hour for hour basis for time spent in attendance on such course. A casual employee shall be entitled to compensation as pay only. Furthermore, the employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

24.16 Volunteer Firefighters*

Subject to the approval of the Employer, an employee may leave during her shift for the purpose of fulfilling her emergency duties as a volunteer firefighter. The employee shall not suffer any loss of pay while performing volunteer firefighter duties and shall be able to respond accordingly to emergency calls.

ARTICLE 25 – TIME OFF FOR UNION BUSINESS

25.01 Leave for Union Business – Employee Replacement

At the request of the Union, the Employer will maintain pay at the regular rates and benefit coverage for those employees who have been granted Leaves of Absence without pay for Union business and the Employer will invoice the Union, one hundred and twenty (120%) percent of the employee's regular rate of pay. Where, in the opinion of the Employer, the absence of an employee for union business will adversely impact on the delivery of services, the employee will be replaced subject to the availability of such replacement.

25.02 Notification to Employer

The Union shall notify the Employer of the names, including the department wherein the employee is employed, of the members of the Board of Directors and Bargaining Unit Negotiating Committee.

25.03 Leave for Union Functions

Upon written request, subject to the operational requirements of the Employer, an employee elected or appointed to represent the Union at conventions, or to attend meetings of NSGEU, its affiliated or chartered bodies, shall be eligible for leave of absence without pay.

25.04 Negotiating Committee – Single Employer

Up to three (3) employees may be designated by the Union as the Negotiating Committee representatives specifically to engage in collective bargaining where there is a single Employer bargaining table. The employees shall have no loss of regular pay or group benefits for shifts absent while involved in direct negotiations for a Collective Agreement between the Employer and the Union. Union caucus meetings are not covered by this provision.

25.05 Arbitration and Joint Consultation

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

- (a) called as a witness by an Arbitration Board prescribed by Article 13;
- (b) meeting with management in joint consultation prescribed by Article 10.

ARTICLE 26 – JOB POSTING*

26.01 Position Posting

- (a) Where the Employer determines that:
 - i) A regular vacancy exists;
 - ii) A new position is created; or
 - iii) A temporary vacancy exists as a result of a leave of absence of three (3) months or more;

and the Employer determines that the position is to be filled, a notice shall be posted.

- (b) Only those positions which cannot be filled with an employee from the bargaining unit who meets the requirements of the job will be available for filling from outside the bargaining units.
- (c) Subject to operational requirements, once a decision is made to post the position, the selection process will be completed and the position will be filled within sixty (60) calendar days.

26.02 When the Employer determines that a vacancy is to be filled subject to the requirements of this Agreement, a notice shall be posted for a period of ten (10) calendar days. The Employer shall provide a copy of the posting to the union. The notice shall include a brief description of the nature of the position, including any requirement to work at more than one site, classification title and an overview of the skills, abilities and qualifications required. Directions as to applying for the position or obtaining additional information about the position shall be included.

26.03 Selection Process

In making staff changes, the Employer will select the best candidate with the stated qualifications, skills and abilities provided the qualifications, skills and abilities bear a reasonable relationship to the position and its duties. In the event these factors are relatively equal for two or more employees, seniority will prevail.

The successful employee, if from the bargaining unit, shall be placed on a trial period for a period of four hundred and sixty-two (462) regular hours worked. In the event the successful employee proves unsatisfactory in the position during the aforementioned period, at the sole discretion of the Employer, 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 at the sole discretion of the Employer.

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.

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

26.04 When the employee-applicant with the greatest seniority is not to receive the position, the reason will be explained to the employee if requested.

26.05 Job Posting*

Where the Union grieves the result of a competition, the Employer shall, upon request by the Union, meet with a Union representative to review the number of interviewees without providing their names, the seniority dates of the interviewees, the competition scores without names associated with them, the interview results and the grievor's score. This information shall be kept confidential. If the Union requests it, the Employer shall provide the Union with a copy of the competition scores without the names associated with them.

26.06 New Classifications

Should a new classification be created during the term of this Agreement, the Employer and the Union shall negotiate the rate of pay and job title. Nothing herein shall prevent the Employer from employing personnel in the new classification until the new rate 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.

26.07 Retention of Status

A permanent employee who successfully bids for a Temporary Position shall be entitled to retain her status as a regular employee, and shall be entitled to return to her former position. If the position no longer exists, the employee shall be entitled to placement/displacement rights in accordance with the collective agreement.

26.08 Team Leader Pay

An employee appointed by the Employer to a Team Leader position shall receive a regular pay supplemental premium for the hours worked in such an assignment. The pay shall be calculated by referring to the employee's base annual pay rate (excluding overtime) and adding an annual rate supplement of \$2,700. Part-time employees shall be pro-rated in accordance with his/her regular hours worked.

ARTICLE 27 – SAFETY AND HEALTH

27.01 The Employer shall make all reasonable provisions for occupational safety and health of employees. The Employer will consider suggestions on the subject from the Union. The parties will act in accordance with the *Occupational Health and Safety Act*.

27.02 Pregnant Employees and Equipment

A pregnant employee who works with machinery or equipment which may pose a threat to the health of either the pregnant employee or her unborn child, may request a job reassignment for that period. Upon receipt of the request, the Employer, where possible, will reassign the pregnant employee to an alternate position and/or classification or to alternate duties with the Employer.

ARTICLE 28 – JOB SECURITY

28.01 Where changes to the work or work processes are such that it is anticipated that employees may be laid off, relocated or have hours of work reduced, the Employer will advise and consult with the union as soon as reasonably possible after the change appears probable, with a view to developing viable solutions and where possible, minimizing the adverse effects of the decision to lay off an employee(s).

28.02 Seniority – Layoff & Recall Procedure

Both parties recognize that job security shall normally increase in proportion to length of service. Therefore, in the event of layoff or reduction of employees in a classification employees shall be laid off or reduced in the reverse order of their seniority within their classification. Employees shall be recalled in the order of their bargaining-unit wide seniority within the classification or classification group to be recalled provided that the employee possesses the required skills, abilities and qualifications to perform the work available.

28.03 Notice of Layoff/Resignation

(a) Layoff Notice

Unless legislation is more favourable to the employees, the Employer shall notify regular employees who are to be laid off four (4) weeks prior to the effective date of the lay-off except for lay-offs resulting from labour disputes or other reasons beyond the Employer's control.

- (b) Resignation Notice
Four (4) weeks written notice shall be given regarding termination of employment by the employee, unless mutually satisfactory arrangements are made otherwise. Accrued vacation, holiday and overtime benefits shall be paid out on the day of termination or on the next regular payday where the termination and payday are not the same.
- (c) Retirement Notice
Three months advance written notice of retirement will be provided by an Employee where possible. Failure to provide such notice may result in delays in processing the necessary documentation by the Employer.

28.04 Placement/Displacement Procedures

An employee whose position is redundant or who is in receipt of layoff notice shall be placed in a vacancy in the following manner and sequence subject in all cases to the employee meeting threshold requirements:

- (a) Same Site:
 - i) Placed in any available vacancy which the Employer has determined is to be filled in the employee's classification or in any classification in the bargaining unit in the same site.
 - ii) Displace the least senior employee in the classification within the employee's same site;
 - iii) If there is no least senior employee in the same classification at the same site to be displaced, then the employee shall displace the least senior employee in the same site
- (b) Same District:
 - i) Placed in any available vacancy which the employer has determined is to be filled within the employee's classification or in any classification in the bargaining unit within the District.
 - ii) Displace the least senior employee in the same classification or in any classification in the bargaining unit within the employee's same district;
 - iii) If there is no least senior employee in the same classification in the employee's same district, then the employee shall displace the least senior employee in the same district.

An employee who accepts placement in a vacancy which is not a regular position shall retain her status as a regular employee.

A full time employee is not required to accept placement or to displace an employee in a part time position or vice versa, in which case she may exercise her rights at the next subsequent step in the procedures outlined herein.

- (c)
 - i) Except as otherwise provided, an employee whose position is redundant or who is in receipt of layoff must follow the above placement/displacement procedures in order and cannot bypass any steps.
 - ii) An employee who chooses to exercise rights in accordance with Article 28 may elect at any step, beginning with Article 28.04 (a)(i), to accept layoff and to be placed on the recall list or to resign.
 - iii) A regular employee who is placed in a temporary position shall retain his/her status as a regular employee.
 - iv) An employee who is displaced pursuant to Article 28 shall be entitled to the full rights contained in the Article.
 - v) An employee will have a maximum of two (2) full days to exercise her rights at any of the foregoing steps of the placement/displacement procedures provided for herein.
 - vi) Where a vacancy exists which has a higher maximum salary or a greater number of regular hours than that of an employee's classification, the position shall be posted as agreed between the parties provided that the resulting vacancy shall then be dealt with in accordance with this agreement.
 - vii) Where the employee could be considered an acceptable candidate for an available position except for the need for the employee to have a familiarization with the job and it is determined by the Employer that the threshold requirements of the position can be met by the employee if provided with on the job training and orientation then the employee will be offered the job. The employee will serve the trial period as applicable.
 - viii) An employee is not required to accept a vacant position or to displace an employee in a position which has a lower maximum salary than that of the employee's classification. An employee who declines such vacancy at any step in the placement/displacement

procedures shall be entitled to exercise his/her rights at the next subsequent step in the procedures outlined herein.

28.05 Recall Procedure

Employees who are laid off shall be placed on the Recall list.

- (a) Employees shall be recalled in the order of their bargaining-unit wide seniority provided that the employee possesses the required skills, abilities and qualifications to perform the work available.
- (b) An employee shall be notified of the opportunity for recall in the most expeditious manner possible including telephone, fax and in person. A formal verification in writing will be provided where the initial contact of recall is other than in writing.
 - (i) The employee shall indicate to the Employer within forty-eight (48) hours of receipt of the recall notice, the employees' intention to accept or decline the recall. Failure to notify the Employer shall be deemed a resignation. If the employee accepts the recall the employee must be available to return to the Employer within two (2) weeks of the notice of recall. If the employee rejects the opportunity for recall the employee shall be continued on the layoff list.
 - (ii) Three successive refusals of recall opportunities to the employee's previous classification and site may result in the employee being removed from the layoff/recall list and the forfeiture of all rights under the recall rights of this collective agreement. If an employee is working in another position and subsequently refuses to work a casual shift, this is not deemed to be a recall refusal.
 - (iii) Employees are responsible for leaving their current address and phone number with the Employer.
- (c) New Employees and Lay-Off

No new employees shall be hired within the bargaining unit until those laid off, who have the required qualifications, ability and skill to perform the job, have been given the opportunity of recall.

(d) Relocation of Work

Where the Employer's business plan requires work and the employees performing the work to be relocated from one hospital site to another hospital site, the affected employee(s) will be permitted to relocate, at their option, with full seniority and benefits previously enjoyed at their original site.

- (i) Should an employee choose not to relocate, the job will be filled in accordance with Article 28.04. If the positions created by the relocation of work are not filled in accordance with Article 28.04, such positions shall be posted in accordance with Article 26.01.
- (ii) If an employee chooses not to move with the job, the employee shall be subject to the lay off procedure.
- (iii) An employee on layoff may be assigned to work shifts on a casual or temporary basis. While working on that basis, the employee's status as a laid off regular employee shall not change. The total of the days worked in a casual or temporary position of less than six (6) months shall extend the recall period set out in Article 14.04 by that total.
- (iv) An employee recalled to a temporary position of greater than six (6) months shall commence a new recall period at the conclusion of the temporary assignment.

28.06 Termination of Recall Rights

If the layoff lasts for more than twenty-four (24) consecutive months without recall, the layoff shall be a termination of employment and recall rights shall lapse.

28.07 Work of the Bargaining Unit

Non-bargaining unit members will not perform bargaining unit work to the extent that it will result in a layoff of any member of the bargaining unit.

28.08 Contracting Out

No employee shall be laid off or have regular hours reduced as a result of the Employer contracting out work except in emergency situations.

ARTICLE 29 – JOB SHARING

- 29.01** Employees may be permitted to enter into a job sharing arrangement of a full time position with the Employer, whereby the job sharing partners combine regular hours of work to fulfill the requirements of the position.
- 29.02** Job sharing partners shall be classified as Regular Part-Time or Temporary Part-Time employees pursuant to the terms and conditions of the Agreement.
- 29.03** No employee shall be required to enter into a job sharing arrangement.
- 29.04** **Originating of Job Sharing Request**

An employee shall submit a written proposal for job sharing to the employee's immediate Manager. This proposal shall include, but not be limited to, the following:

- (a) Duration - A job share agreement shall be for a duration of one (1) year or less, which may be extended for further periods up to a maximum of one (1) year, through mutual agreement.
- (b) A description of the requested work/schedule allocation.
- (c) Where operational requirements permit, a job sharing proposal shall not be unreasonably denied. In the event the Employer has certain concerns about a job sharing proposal, an Employer Representative shall discuss the concerns with the job sharing applicant. As a result of the discussion, the job share applicant may choose to revise the application for job sharing. If a job sharing arrangement is approved by the Employer, the procedure outlined in Articles 29.05, 29.06, 29.07 and 29.08 will be followed.

Recruitment for Job Sharing Partner

- 29.05** All specifics associated with the job sharing opportunity shall be posted at the site where the job sharing opportunity is originating, in accordance with Article 26.01. If there is no employee from the site interested in the job sharing opportunity, it shall be posted on a bargaining unit wide basis.
- 29.06** Where more than one employee is interested in the job opportunity, the job sharing partner shall be chosen in accordance with Article 26.03. No employee outside the bargaining unit will be employed as a job sharing partner until all employees in the bargaining unit have adequate time to apply for the job sharing opportunity(s).

- 29.07** Should no bargaining unit employee be interested in the job sharing partner opportunity, the Employer will assess the practicality of recruitment outside of the bargaining unit.
- 29.08** If no suitable job sharing partner is found, the applicant employee (the employee who originated the job sharing request) will remain in the employee's previous position and the recruitment process concludes.

Cessation of Permanent Job Sharing Arrangements

- 29.09** With sixty (60) days notice, the Employer may discontinue a permanent job sharing arrangement. In this event, the regular part-time employee(s) in the job sharing arrangement on a permanent basis will maintain part-time status and be assigned to a position(s) of equivalent hours. The Employer will make every reasonable effort to continue job sharing arrangements.
- 29.10** A job sharing employee shall provide sixty (60) days notice of the intention to leave the job sharing arrangement. The Employer shall attempt to replace the departing job sharing partner(s). Where no replacement job sharing partner is available, the remaining job sharing partner(s) shall fulfill the requirements of the position.

Cessation of Temporary Job Sharing Arrangements

- 29.11** With sixty (60) days' notice, the Employer may discontinue a temporary job sharing arrangement. In this event, the employees will be returned to the same or equivalent regular positions as held prior to the temporary job share arrangement.

Notice to Discontinue

- 29.12** Upon the expiry of a temporary job sharing arrangement, the employees will be returned to the same or equivalent regular positions as held prior to the temporary job share arrangement.
- 29.13** Each job sharing arrangement shall remain in effect for the specified term of one year or less, or until the Employer or one or more of the job sharing partners provides sixty (60) days notice of their request to discontinue the job sharing arrangement or the Parties mutually agree to extend the arrangement.
- 29.14** Should a job sharing partner wish to discontinue the arrangement, the Employer shall replace the job sharing partner in accordance with Articles 29.05 and 29.06 above. Where no replacement job sharing partner is found, then the employee will be returned to the same or equivalent position held prior to the temporary job share arrangement.

Terms of Job Sharing Arrangements

- 29.15** The job sharing partners shall propose the arrangement of hours of work to fulfill the requirements of the shared full-time position in accordance with the terms of the Agreement. These terms may change throughout the period of the job sharing arrangement and will be subject to Employer approval. The Employer shall not unreasonably deny such changes.
- 29.16** The provisions of Article 21.06 apply to job sharing arrangements.
- 29.17** Job sharing employees will be paid for hours worked during the pay period. Except as provided in Article 29.18, an Employee who is in a job share shall not be obligated to cover the absences of their job share partner. Such coverage shall be arranged in accordance with the provisions of the Collective Agreement.
- 29.18** A job sharing partner, other than those set out in Article 17.10 (b), may be required to be available on forty-eight (48) hours notice, to work any absences of their partner when a qualified alternate replacement is not available. Such time worked after the forty-eight (48) hours notice period shall not constitute overtime and the provisions of Article 17.10 (a) shall apply.

29.19 Applicability

This Article shall apply to all employees currently in job sharing arrangements.

ARTICLE 30 – EMPLOYEE BENEFITS

30.01 Group Life Insurance and Pension Plan

The Employer agrees to maintain a Group Life Insurance and Pension Plan during the life of this agreement.

Despite any other provisions of this agreement, the terms of these plans respecting eligibility and levels of contribution shall apply.

30.02 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, or is terminated in accordance with the NSAHO Long Term Disability Plan shall be granted a Retirement Allowance the equivalent of one (1) week of pay for each complete year of service to a maximum of twenty-six (26) weeks pay.

The hourly rate which shall be used to calculate the amount of Retirement Allowance in accordance with this Article shall be the regular hourly rate of the regular classification held by the employee prior to the termination of employment. In the event of the death of an employee, the allowance will be paid to the employee's estate.

A complete year shall mean 1820 regular hours paid. Employees working less than full time during their employment shall have their retirement allowance pro-rated in direct proportion to the total of the regular hours paid during their length of service. Service shall not be pro-rated.

30.03 Health Plan Premium Cost Sharing

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

30.04 LTD Program

- (i) Terms and conditions for participation in the LTD Program as well as the payment of benefits shall be as determined by the LTD Program.
- (ii) Should an Employee in receipt of Long Term Disability benefits cease to be disabled, upon providing reasonable notice of the Employee's intended date to return to work, the Employee shall have a right to return to the Employee's former or equivalent position with the Employer at not less than the same increment level. The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining the Employee's suitability for reinstatement.
- (iii) Employees in receipt of Long Term Disability benefits shall not be entitled to continue accumulation of paid sick leave benefits, paid vacation benefits or paid holiday benefits under this Collective Agreement. 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 such 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 sick leave credits. Such Employees may claim accumulated paid vacation and holiday benefits at any time.

- (iv) Subject to Article 30.04 (v), during the elimination period or while in receipt of Long Term Disability benefits or during the LTD Appeal Process, subject to the eligibility provisions of the respective Benefit Plans the employee may continue to participate in the Benefit Plans provided the employee agrees to pay the employee's share of the benefit premium contribution.
- (v) The Employer shall only provide the Employer share of the premium contribution for a period of not longer than two (2) years following the commencement of the absence.
- (vi) If the Employee remains in receipt of Long Term Disability benefits after the two (2) years, the Employee may continue to participate in the Benefit Plans, provided the Employee pays 100% of the cost of the participation (both the Employer and Employee portion). Continued participation shall be subject to the eligibility provisions of the respective Benefit Plans.
- (vii) The Employer and the Union have a continuing duty to accommodate a disabled Employee and are obligated to consider employment opportunities that meet the Employee's capabilities as established through sufficient medical evidence.

ARTICLE 31 - PAY

31.01 Wages shall be effective on the dates specified in the Collective Agreement or in Appendix "A".

31.02 Recognition of Past Experience

- (a) When an employee has produced proof or evidence of relevant previous experience, the employee's salary shall be determined by applying the following rules governing the recognition of related experience, provided that the relevancy of the related experience shall be determined at the sole discretion of the Employer.
 - (i) The salary of an individual with a minimum of two (2) years recently related experience will be advanced one (1) increment in the salary scale.
 - (ii) The salary of an individual with a minimum of three (3) years recently related experience will be advanced two (2) increments in the salary scale.

- (iii) The salary of an individual with a minimum of four (4) years recently related experience will be advanced three (3) increments in the salary scale.

Except as provided otherwise herein, this Article will only be applicable from the date of the signing of this Agreement onward for new employees.

- (b) Employees who are promoted within the bargaining unit may, at the completion of their trial period, apply for recognition of past experience under this Article 31.02.
- (c) Anniversary Date means the first day of the pay period following the employee's date of hire. On a year to year basis following the setting of the original anniversary date, the employee shall be advanced on the increment scale within the employee's classification as listed in Appendix "A" except where the employee is absent without pay for reasons other than Pregnancy and Parental Leaves as set out in Article 24.05 and 24.07. The anniversary date shall be altered in direct relationship to the length of the unpaid absence in excess of one (1) month. The annual increment becomes payable to the employee on the next regular pay date after the adjustment.

31.03 Where operational requirements permit, the Employer shall permit an employee to participate in Prepaid Leave in accordance with Appendix "F" which forms part of this collective agreement.

ARTICLE 32 - PAYMENT OF WAGES & ALLOWANCES

32.01 Pay Days

Pay day shall be bi-weekly and the Employer shall supply an adequate statement showing the amount of wages, rates of pay, hours worked, overtime and all deductions.

32.02 Payment on Temporary Assignment

Where an employee is temporarily assigned by the Employer to perform work in a classification paying a lower rate than that employee's regular rate while there is work available in that employee's own classification, the Employee shall be paid their regular rate.

When an employee is temporarily assigned by the Employer to perform work in a classification paying a higher rate, the employee shall receive the rate for that classification including any applicable overtime. Where that classification rate

is on an increment scale, the employee shall receive a rate of one increment step higher than that employee's current rate.

32.03 Travel Allowance

Where employees are required by the Employer to use their own vehicle for work related travel, the Employer shall pay mileage and reasonable travel expenses in accordance with the Employer's Travel Allowance Policy.

ARTICLE 33 - POSITION DESCRIPTION

33.01 Position Description

During the term of this Agreement the Employer shall provide each employee with a written position description. Thereafter, all approved revised position descriptions shall be provided to the Union within thirty (30) days of the revision.

ARTICLE 34 - CLASSIFICATION AND RECLASSIFICATION

34.01 In the event that an employee feels that their position is currently 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 and pay grade shall be assigned.

Where the union believes the resultant classification/pay grade or implementation date is incorrect, the dispute may be referred to arbitration for resolution.

ARTICLE 35 - AMENDMENT

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

ARTICLE 36 - TERM OF AGREEMENT*

36.01 Duration and Renewal*

This Agreement shall be in effect for a term beginning from April 1, 2012 to October 31, 2014 and shall be automatically renewed thereafter for a successive period of twelve months unless either party requests the negotiation of a new Agreement by giving written notice to the other party in the last sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof.

36.02 Effective Date of Agreement

Unless otherwise stipulated in this Agreement, revisions to this Agreement shall be effective on the first day of the pay period following the date of ratification of this Agreement.

36.03 Retroactive Pay for Retired or Resigned Employees*

Employees who have retired or resigned employment in the bargaining unit between April 1, 2012 and the signing date of this Agreement shall have thirty (30) days from the date of signing to apply to the Employer to claim any retroactive wage increase. This shall not preclude a member from presenting, before their final day of employment, a letter of request which shall contain specific instructions on where to deposit the retroactive payment. The Employer shall act in accordance with the letter of request.

36.04 Copies of Agreement*

The Employer agrees to post a copy of the Agreement on the Employer's website and intranet. Upon request by an employee, the Employer will endeavour to provide a printed copy of the Agreement to the employee within one (1) calendar week.

IN WITNESS WHEREOF the Parties have executed this Agreement by the hand of their duly authorized officers this 21st, day of June, 2013.

**FOR THE NOVA SCOTIA GOVERNMENT
& GENERAL EMPLOYEES UNION**

FOR THE EMPLOYER

Joan Jessome, President, NSGEU

Blaise MacNeil

APPENDIX "A"
FINANCIAL SETTLEMENT & PAY PLAN

ECONOMIC ADJUSTMENT: 2.0% - April 1, 2012; 2.5% - April 1, 2013; 3% - November 1, 2013

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		% Increase: 3.00%	
					Apr.01-12 Hourly	Apr.01-12 Annual	Apr.01-13 Hourly	Apr.01-13 Annual	Nov.01-13 Hourly	Nov.01-13 Annual
OFF003	General Office Clerk	Step 1	\$17.4041	\$31,676	\$17.7522	\$32,309	\$18.1960	\$33,117	\$18.7419	\$34,110
		Step 2	\$17.7992	\$32,395	\$18.1552	\$33,042	\$18.6091	\$33,869	\$19.1674	\$34,885
	Ward Clerk	Step 3	\$18.1938	\$33,113	\$18.5577	\$33,775	\$19.0216	\$34,619	\$19.5923	\$35,658
		Step 4	\$18.5872	\$33,829	\$18.9590	\$34,505	\$19.4330	\$35,368	\$20.0160	\$36,429
		Step 5	\$18.9811	\$34,546	\$19.3607	\$35,236	\$19.8447	\$36,117	\$20.4401	\$37,201
OFF004	Secretary I	Step 1	\$17.4618	\$31,781	\$17.8111	\$32,416	\$18.2564	\$33,227	\$18.8041	\$34,223
		Step 2	\$17.8586	\$32,503	\$18.2158	\$33,153	\$18.6712	\$33,982	\$19.2313	\$35,001
		Step 3	\$18.2548	\$33,224	\$18.6199	\$33,888	\$19.0854	\$34,735	\$19.6579	\$35,777
		Step 4	\$18.6492	\$33,942	\$19.0221	\$34,620	\$19.4977	\$35,486	\$20.0826	\$36,550
		Step 5	\$19.0446	\$34,661	\$19.4254	\$35,354	\$19.9111	\$36,238	\$20.5084	\$37,325

Pay Grade	Classification	Step	Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		% Increase: 3.00%	
					Apr.01-12 Hourly	Apr.01-12 Annual	Apr.01-13 Hourly	Apr.01-13 Annual	Nov.01-13 Hourly	Nov.01-13 Annual
OFF005	Medical Transcriptionist	Step 1	\$17.5420	\$31,927	\$17.8929	\$32,565	\$18.3402	\$33,379	\$18.8904	\$34,381
		Step 2	\$17.9318	\$32,636	\$18.2905	\$33,289	\$18.7477	\$34,121	\$19.3102	\$35,145
	Step 3	\$18.3216	\$33,345	\$18.6880	\$34,012	\$19.1552	\$34,863	\$19.7299	\$35,909	
	Step 4	\$18.9065	\$34,410	\$19.2847	\$35,098	\$19.7668	\$35,975	\$20.3598	\$37,055	
	Step 5	\$19.4912	\$35,474	\$19.8810	\$36,183	\$20.3780	\$37,088	\$20.9893	\$38,201	
OFF007	Telehealth Coordinator	Step 1	\$17.8949	\$32,569	\$18.2528	\$33,220	\$18.7091	\$34,051	\$19.2704	\$35,072
		Step 2	\$18.3246	\$33,351	\$18.6911	\$34,018	\$19.1583	\$34,868	\$19.7331	\$35,914
		Step 3	\$18.8854	\$34,371	\$19.2631	\$35,059	\$19.7447	\$35,935	\$20.3370	\$37,013
		Step 4	\$19.4462	\$35,392	\$19.8351	\$36,100	\$20.3310	\$37,002	\$20.9409	\$38,113
		Step 5	\$20.0079	\$36,414	\$20.4081	\$37,143	\$20.9183	\$38,071	\$21.5458	\$39,213
OFF008	Accounting Clerk Staffing Clerk OR Booking Clerk	Step 1	\$18.8851	\$34,371	\$19.2628	\$35,058	\$19.7444	\$35,935	\$20.3367	\$37,013
		Step 2	\$19.4464	\$35,392	\$19.8353	\$36,100	\$20.3312	\$37,003	\$20.9411	\$38,113
		Step 3	\$20.0080	\$36,415	\$20.4082	\$37,143	\$20.9184	\$38,072	\$21.5460	\$39,214
		Step 4	\$20.5685	\$37,435	\$20.9798	\$38,183	\$21.5043	\$39,138	\$22.1495	\$40,312
		Step 5	\$21.1301	\$38,457	\$21.5528	\$39,226	\$22.0916	\$40,207	\$22.7543	\$41,413

APPENDIX "B"

**SOUTH WEST NOVA DISTRICT HEALTH AUTHORITY
CASUAL EMPLOYEE - AVAILABILITY FORM**

NSGEU Collective Agreement

Name: _____	Department / Program: _____
Position: _____	Site: _____

Appendix C Section 6(a) requires each Casual employee to confirm, to the employer, in writing, the extent of their availability for shifts.

To fulfill this requirement, please indicate your availability by checking below and providing the number of available hours.

_____ I am willing and available to work _____ hours per pay period.

I understand my Employer can assign me to work hours, at straight time rates, except where overtime is required as per Article 18.01 of the Collective agreement.

Employee

Date

Employer

Date

APPENDIX "B" - Page 2

SOUTH WEST NOVA DISTRICT HEALTH AUTHORITY
PART - TIME EMPLOYEES AVAILABILITY FORM

Article 17.10 (b)(c) - NSGEU Collective Agreement

Name: _____	Department / Program: _____
Position: _____	Site: _____

Article 17.10 (b) (c) requires each Regular Part-time employee to indicate their availability to perform extra shifts for the employer.

On average, your guaranteed scheduled hours are _____ per pay period.

To fulfill the requirements of the above article, please indicate your availability by checking A, B or C. If you select A and/or C, please enter the number of hours.

A _____ I am willing and available to work an additional _____ scheduled hours per pay period.

B _____ I am not available to work additional shifts beyond those regularly scheduled (as above).

C _____ After the schedule is posted, I am available for extra shifts, up to _____ hours.

I understand my Employer can assign me to work my regular hours plus those set out in Sections A and C at straight time rates except where overtime is required as per Article 18.01 of the Collective agreement.

Employee

Date

Employer

Date

APPENDIX "C"
MEMORANDUM OF AGREEMENT
CASUAL EMPLOYEES - TERMS OF INCLUSION

WAGES & BENEFITS

Section 1:(a) Casual Employees shall have experience recognized and be placed on the increment scale as set out in Article 34.02. Upon hire, a year of service for Casual Employees shall mean 1820 hours worked.

(b) Casual Employees who have worked one thousand (1000) regular hours or more by their anniversary date, i.e. the first date of the pay period following their date of hire, shall be recognized for an additional year of service.

(c) Casual Employees who have worked less than one thousand (1000) regular hours by their anniversary date shall be recognized for an additional year of service on the day when one thousand (1000) hours are achieved. This date shall become the Employee's current anniversary date.

Section 2: In lieu of the benefits provided to Employees under the collective agreement, Casual Employees shall be compensated with a supplementary payment equal to eleven (11%) percent of their earnings in each bi-weekly period. This payment will represent four (4%) percent for vacation and seven (7%) percent for all other benefits.

GROUP BENEFITS

Section 3: (a) Casual employees shall be entitled to participate in the Group Life, Group Health and/or Pension Plan in accordance with the eligibility provisions of the respective benefit plans.

(b) The Employer agrees to participate in the cost sharing of the respective benefits in accordance with Article 30.03 as provided to regular employees under the collective agreement but only for those casual employees agreeing to pay their respective share while participating in the Group Life, Group Health and/or Pension Plan.

SCHEDULING

- Section 4: (a) Casual Employees may be assigned to work without advance notice and there shall be no financial penalty on the Employer. Casual employees may also have shifts cancelled with four (4) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled shift, the Casual Employee shall be provided with work or be paid for the cancelled shift.
- (b) The assignment of Casual Employees for available shifts shall be on the basis of availability and assigned at the Employer's discretion. Such shifts shall be distributed as equitably as possible in accordance with Article 17.10 (d).

DATE OF EMPLOYMENT

- Section 5: (a) Casual Employees shall have established as a date of employment the date first worked as a Casual Employee. However, should a Casual Employee become a Regular Employee, the date of employment shall be the date of appointment to the regular position
- (b) In the event that a Casual Employee does not work any shifts for a period of six (6) months, excluding approved periods of unavailability, such Employee will be deemed terminated.

AVAILABILITY

- Section 6: (a) Casual Employees shall confirm to the Employer in writing the extent of their availability for shifts.
- (b) Casual Employees who have indicated an availability to work, may be assigned shifts in accordance with operational requirements under Article 17.10 (d).
- (c) Where the availability status of a Casual Employee changes from that previously accepted by the Employer, the Casual Employee must indicate the extent of the change in availability in writing to the Employer. Such change requires the approval of the Employer. Such Approval shall not be unreasonably denied.

CASUAL SENIORITY

- Section 7: (a) A record as to the hours worked by a Casual Employee shall be maintained by the Employer and be made available to the Union. This record shall constitute the Casual Seniority lists.
- (b) The Employer shall refer to the number of hours worked as the determining factor where two or more Casual Employees are **deemed relatively equal in skills, abilities and qualifications** for appointments to temporary vacancies or regular vacancies. In such case the Casual Employees with the greater Casual Seniority will be given preference.
- (c) Casual Seniority shall only apply to the Casual Employee in accordance with the terms of Section 7 (b) of this Appendix.

COLLECTIVE AGREEMENT APPLICATION

Section 8: The provisions of the Collective Agreement apply to the casual employees except for the following provisions.

6.01 (d), (e), (f), (k), (l)	17.01(a), (b), (c), 17.02, 17.03, 17.07, 17.09,	22.01, 22.02, 22.03, 22.04, 22.05, 22.06, 22.07, 22.08, 22.09, 22.10, 22.11, 22.12, 22.13, 22.14, 22.15	29.01, 29.02, 29.03, 29.04, 29.05, 29.06, 29.07, 29.08, 29.09, 29.10, 29.11, 29.12, 29.13, 29.14, 29.15, 29.16, 29.17, 29.18, 29.19
7.01, 7.02, 7.03, 7.04	18.02, 18.04	23.01, 23.02, 23.03, 23.04, 23.05, 23.06, 23.07, 23.09	30.01, 30.02, 30.03, 30.04
14.01 (a), (b), 14.02, 14.04, 14.05	19.02, 19.03, 19.04	24.02 (b), (c), (d), (e), 24.03(a),(b), (d), (e), 24.04, 24.05 (i), 24.06 (e), 24.07, 24.08, 24.09 (ii), (iii), 24.11, 24.12	31.02 (c)

15.01, 15.02, 15.03	21.01, 21.02, 21.03, 21.04 b, c, d, e, 21.05, 21.06, 21.07	28.01, 28.02, 28.03, 28.04, 28.05, 28.06, 28.07, 28.08	
------------------------	---	---	--

APPENDIX "D"
OTHER SHIFT LENGTHS

1. GENERAL PROVISION

The following provisions set out the terms and conditions respecting shift lengths other than those described in Article 17.01 (a) and (b).

2. OTHER SHIFT LENGTHS

In addition to the shifts described in Article 17.01(a) and (b), other shift lengths shall consist of four (4) hours, four and one-quarter (4.25) hours, four and one-half (4.5) hours, five (5) hours, five and one-half (5.5) hours, six (6) hours and six and one-half (6.5) hours.

3. PAID REST PERIODS

- a) An employee working a four (4) hour, four and one quarter (4.25) hours, or four and one-half (4.5) hour, shift shall be permitted a rest period of fifteen (15) consecutive minutes.
- b) An employee working a five hour or a five and one-half (5.5) hour shift shall be permitted a rest period of twenty (20) consecutive minutes.
- c) An employee working a six (6) or six and one-half (6.5) hour shift shall be permitted one rest period of fifteen (15) consecutive minutes and one rest period of ten (10) consecutive minutes.

4. MEAL BREAKS

- a) Employees working five and one-half (5.5) hour, six (6) or six and one-half (6.5) hour shifts shall be permitted an unpaid meal break of thirty consecutive minutes once during the shift.

APPENDIX “E”

Termination of LTD plan

The Employer and the Union agree that should the LTD Program be terminated, for any reason, the Parties agree to negotiate the terms of a replacement plan, and failing agreement on the terms of a replacement plan, agree to reinstate those terms and conditions of employment which existed immediately prior to the LTD Program coming into effect. The job protection features for LTD claimants would be deleted as well as any other changes to the Agreement which were incorporated as part of the Agreement to adopt an LTD program. The replacement plan for sick leave accrual will revert to 2.5 days per month.

APPENDIX "F"
PREPAID LEAVE PLAN

1. Purpose

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

2. Terms of Reference

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

3. Eligibility

Any permanent employee is eligible to participate in the Plan.

4. Application

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

5. Leave

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

6. Payment Formula and Leave of Absence

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

- (a) During the deferral period of the Plan, preceding the period of the leave, the employee will be paid a reduced percentage of her salary. The remaining percentage of salary will be deferred, and this accumulated amount plus the interest earned shall be retained for the employee by the Employer to finance the period of leave.
- (b) The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for income taxes, Canada Pension Plan and Employment Insurance at that time.
- (c) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the deferred account. Interest shall be based upon the average daily balance of the account and credited to the employee's account on the first day of the following calendar month.
- (d) A yearly statement of the amount standing in the employee's credit will be sent to the employee by the Employer.
- (e) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33-1/3% of salary. The maximum length of any contract under the Plan will be seven (7) years.
- (f) The employee may arrange for any length of deferral period in accordance with the provisions set out under Number 6(e) above.

7. Benefits

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

8. Withdrawal

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

9. Written Contract

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

APPENDIX G
EXPEDITED ARBITRATION - RULES OF PROCEDURE

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

Susan Ashley
William Kydd
Eric Slone

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

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

7. At least five (5) days before the scheduled hearing date the parties shall forward to the arbitrator the collective agreement, a copy of the grievance, any agreed statement of facts and any other documents or materials agreed upon by the parties.
8. The arbitration hearing shall be an informal and accelerated process. To this end, the following procedures shall be in effect:
 - The hearing shall be completed within a single day, within the hours of 8:00am and 6:00pm. At the commencement of the hearing the parties and the arbitrator shall attempt to agree upon the allocation of time and if agreement cannot be reached the arbitrator shall decide upon such allocation.
 - The parties shall make every reasonable effort to minimize the use of witnesses and to limit representations to issues directly related to the substance of the individual grievance. Whenever practicable, the parties shall stipulate facts not in dispute rather than establishing such facts through the evidence of witnesses.
 - Every reasonable effort shall be made to ensure that the grievance is addressed on its own merits, within the context of the particular circumstances of the individual case.
 - The arbitrator shall have the permission of the parties to take an activist role and to direct that issues be addressed, or not addressed, in the hearing in accordance with his or her determination as to its relevance to the outcome.
9. The decision of the arbitrator on the merits of the grievance may be rendered verbally at the immediate conclusion of the hearing, or, in any event, within two (2) days following the conclusion of the hearing. The arbitrator may remain seized of the grievance to determine any issues arising from the implementation of his or her decision.
10. The arbitrator may provide brief written reasons for the decision, however, these must be issued within ten (10) days of rendering the decision.
11. The decision of the arbitrator shall be binding on the parties, however, the parties agree that decisions issued through this process apply only to the individual grievance decided, have no value as precedent and that they shall not be referred to in any other proceedings under this collective agreement or otherwise.

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

Item #

1 Transition Support Program (TSP)

This Memorandum is covered by the provisions of the Trade Union Act. This TSP Program will be available for the duration of this collective agreement and remain available until a new collective agreement between the parties is ratified. It shall only be continued as part of any subsequent agreement if the parties specifically agree to renew it.

In order to avoid layoffs, employees selected in accordance with TSP shall receive a severance payment in return for their voluntary resignation. TSP requires that a reduction in the staff complement occurs as a result of each TSP severance payment offered. A joint committee, consisting of one representative of each of the Employer and the Union, shall perform such functions as required under this Memorandum. The committee shall be known as the "Joint Transition Committee".

1.1 Voluntary Resignation and Seniority

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

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

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

1.2 Joint Transition Committee

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

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

1.3 TSP

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

1.4 Displacement Process

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

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

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

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

Step 5: (a) Article 28 of the Collective Agreement applies to employees whose positions are eliminated due to the reduction of the number of employees in a classification or classification group. These employees shall be considered to be redundant pursuant to Article 28.03 of the Collective Agreement and shall have the rights of a redundant employee.

(b) Any employee displaced in accordance with the provisions of the Agreement shall be given seventy-two (72) hours to express their interest in TSP payment in accordance with Step 2 above. Those expressing an interest will have their application processed in accordance with Step 4 above. Where an employee declines the TSP opportunity, the Layoff and Recall provisions of the Agreement shall apply.

Step 6: (a) Where the Employer reaches its reduction target through this voluntary method, the process would end.

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

1.5 Formula for Part-time Hours

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

1.6 Reduced Hours and TSP Payment

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

1.7 Release Form

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

1.8 Casual Shifts

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

1.9 TSP Severance Payment

The amount of TSP payment shall be equivalent to four (4) weeks' regular (i.e. excluding overtime) pay for each year of service to a maximum payment of fifty-two (52) weeks' pay and for a minimum payment of eight (8) weeks' pay. Where there is a partial year of service, the TSP payment will be pro-rated on the basis of the number of months of service.

1.10 Continuation of Benefits

Employees in receipt of a TSP payment will be entitled to continue participation in the applicable group insurance and benefit plans (where eligibility requirements are met) for the length of the TSP payment period. During such period the contributions will be cost shared in accordance with Article 30.03 of the collective agreement. It is understood that the Employer's obligations in this respect do not apply to plans for which the employee is currently responsible for the full cost of contributions.

1.11 Re-employment Considerations

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

period or through a lump sum payment. The employee has the right to determine the method of repayment.

1.12 Number of Employees

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

1.13 Severance Payment Method

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

1.14 Transition Services/EAP

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

1.15 Transition Allowance

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

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

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

Signed on behalf of the Union:

Signed on behalf of the Employer:

Joan Jessome, President, NSGEU

Blaise MacNeil

Dated at Halifax, N.S. this 21st, day of June, 2013.

MEMORANDUM OF AGREEMENT #2
Retiree Benefits

The Employer agrees to provide a monthly amount towards the monthly premium cost of the current NSAHO Retiree Health Plan for those employees who retire on or after April 1, 2007, and who meet the eligibility requirements as outlined below.

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

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

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

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

Persons who retired between April 1, 2007 and the signing date of this collective agreement and opted at retirement to participate in the NSAHO Retiree Health Plan will be reimbursed for the contributions set out above.

Persons who retired between April 1, 2007 and the signing date of this collective agreement and opted at retirement not to participate in the NSAHO Retiree Health Plan, will be notified of the availability of an Employer contribution toward premiums. Such retirees will have 60 days from the date such notification is sent by the Employer to apply to participate in the plan. Participation will be subject to the retiree meeting the eligibility requirements of the plan. Employer contributions will commence upon the retiree's acceptance into the plan.

Eligibility

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

1. retire with an unreduced pension in accordance with the terms of the NSAHO Pension Plan and in addition

2. the employee must have at least fifteen (15) years of service in the NSAHO Pension Plan at the time of retirement.

At retirement the employee must elect to enrol in the NSAHO Retiree Health Plan and elect single or family coverage in accordance with the terms and eligibility of the plan. This supplement to the premiums of the NSAHO Retiree Benefit Plan is only available to employees who are employed on or after April 1, 2007.

Signed on behalf of the Union:

Signed on behalf of the Employer:

Joan Jessome, President, NSGEU

Blaise MacNeil

Dated at Halifax, N.S. this 21st, day of June, 2013.

INDEX

<p>Alcoholism and Drug Abuse 32</p> <p>APPOINTMENT 5</p> <p>Arbitration 9</p> <p>ARBITRATION 10</p> <p>Arbitration Award 11</p> <p>Arbitration Procedure 10</p> <p>AVAILABILITY FORM 62</p> <p>Benefit Plan Coverage – Unpaid Leaves 41</p> <p>Callback Defined 21</p> <p>Casual 4</p> <p>CASUAL EMPLOYEES - TERMS OF INCLUSION 64</p> <p>CASUAL SENIORITY 66</p> <p>CLASSIFICATION AND RECLASSIFICATION 57</p> <p><u>Compassionate Leave</u> 34</p> <p>Confidentiality of Health Information... 31</p> <p>Consecutive Shifts..... 15</p> <p>Contracting Out 50</p> <p>Copies of Agreement* 58</p> <p>Daylight Saving Time 20</p> <p>DEFINITIONS* 3</p> <p>DISCIPLINE AND DISCHARGE 13</p> <p>discrimination 3</p> <p>Distribution of Overtime 20</p> <p>Duration and Renewal* 58</p> <p>Education Leave 42</p> <p>Effective Date of Agreement 58</p> <p>Emergency Services 1</p> <p><u>EMERGENCY SERVICES*</u> 1</p> <p>EMPLOYEE BENEFITS 53</p> <p>EMPLOYEE ORIENTATION 6</p> <p>Employee Performance Review 14</p> <p>EXPEDITED ARBITRATION - RULES OF PROCEDURE 74</p> <p>Expedited Arbitration Procedure 11</p> <p><u>Extended Family</u> 33</p> <p>Extra Shifts 19</p> <p>Flexible Work Hours 18</p> <p>Grievance for Discharge 14</p> <p>Grievance Mediation 9</p> <p>Grievance Procedure 8</p> <p>Group Life Insurance 53</p>	<p>Harassment 3</p> <p>Health Plan Premium Cost Sharing 54</p> <p>Holiday Rescheduling 24</p> <p>Hours of Work 15</p> <p>Immediate Family 32</p> <p><u>Informal Dispute Resolution</u></p> <p style="padding-left: 20px;"><u>Procedure</u> 8</p> <p style="padding-left: 20px;">Job Posting* 45</p> <p>JOB SECURITY 46</p> <p>Job Sharing 51</p> <p>Leave for Adoption – Paid 40</p> <p style="padding-left: 20px;">Leave for Adoption* 37</p> <p style="padding-left: 20px;">Leave for Bereavement* 32</p> <p style="padding-left: 20px;">Leave for Birth of a Child 40</p> <p style="padding-left: 20px;">Leave for Court 34, See Court Leave</p> <p style="padding-left: 20px;">Leave for Good and Sufficient Cause. 32</p> <p style="padding-left: 20px;">Leave for Pregnancy 35</p> <p style="padding-left: 20px;">Leave for Public Office 41</p> <p style="padding-left: 20px;">Leave for Storms or Hazardous Conditions 40</p> <p style="padding-left: 20px;">Leave for Union Business 42</p> <p>LEAVES OF ABSENCE* 32</p> <p>Loss of Seniority 12</p> <p>LTD Program 5, 54</p> <p>Management and Labour Relations Committees 7</p> <p>MANAGEMENT RIGHTS 2</p> <p>Mandatory Membership 2</p> <p>Meal Allowance 20</p> <p>Meal and Rest Periods 17</p> <p>Modified Work Week 18</p> <p>New Classifications 45</p> <p>New Employees 6</p> <p>New Shifts 18</p> <p>NO DISCRIMINATION 3</p> <p>NO LOCKOUT 1</p> <p>NO STRIKE 1</p> <p>Notice of Layoff/Resignation 46</p> <p>OTHER SHIFT LENGTHS 68</p> <p>OVERTIME 19</p> <p>Overtime on a Holiday 24</p> <p>paid holidays 22</p> <p>Paid Rest Periods 17</p>
---	---

Parental and Adoption Leave	
Allowance	37
<u>Parental Leave</u> *.....	38
Part Time Employees – Additional Shifts	
.....	18
PAY.....	55
PAY PLAN.....	60
Payment on Temporary Assignment..	56
Pension Plan.....	53
Placement/Displacement Procedures	47
Policy Grievance	10
Position Description.....	57
Position Posting	43
PREAMBLE.....	1
Pregnancy/Birth Allowance *	36
PREPAID LEAVE PLAN.....	70
Probationary Period	4
Recall or Cancellation of Vacation	28
Recall Procedure.....	49
RECOGNITION AND NEGOTIATION..	2
Record of Disciplinary Action	14
<u>Relief Shifts</u>	19
Retiree Benefits.....	81
Retirement Allowance	53
<u>Retirement Notice</u>	47
Retroactive Pay for Retired or Resigned	
Employees*	58
SAFETY AND HEALTH.....	46
Same Sex Family Status	3
Selection Process	44
Seniority – Layoff & Recall Procedure	46
Seniority and Probation	12
Seniority Defined	12
Seniority Lists*	12
Seniority Outside the Bargaining Unit.	13
Shift Premium*	22
Sick Leave for Medical/Dental, Family,	
Emergency*	30
Sick Leave Records	30
SICK LEAVE*	29
Spouse	5
Stand-by*	20
Team Leader Pay.....	45
Telephone Consult	21
Temporary	4
TERM OF AGREEMENT*	58
Termination of LTD plan.....	69
Time Off in Lieu	20
TRANSITION SUPPORT PROGRAM	76
Transportation Allowance	21
Travel Allowance	57
UNION DUES.....	6
UNION INFORMATION.....	2
Union Negotiating Committee	8
VACATION.....	25
Vacation Accrual	25
Vacation Pay	25
Vacation Scheduling.....	25
Volunteer Firefighters*	42
Weekend Premium*	22
Work of the Bargaining Unit	50
Work on a Holiday	23
Workers Compensation.....	31
Working Schedule	16