

## **PREAMBLE**

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

Now therefore, the parties agree as follows:

## ARTICLE 1 - INTERPRETATION AND DEFINITIONS

### 1.01 Definitions

For the purpose of this Agreement:

- (1) **“Bargaining Unit”** consists of all employees of the Employer who occupy positions that require them to be engaged primarily in a clinical capacity to provide patient care who are not included in the nursing bargaining unit defined in paragraph 80(b)(1)(a) of the *Health Authorities Act* and as defined in schedule 5 of the decision of James Dorsey dated February 19, 2015 but excluding those persons described in paragraphs (a) and (b) of Section 2 of the *Trade Union Act*. (NEW)
- (2) **“Common-law relationship”** is said to exist when, for a continuous period of more than one (1) year, an employee has lived with a person, publicly represented that person to be her spouse, and lives continually with that person as if that person were her spouse.
- (3) **“Council”** means the Nova Scotia Council of Health Care Unions. (NEW)
- (4) **“Day”**, except where otherwise provided, means Monday through Friday, excluding holidays.
- (5) **“Employee”** means a person who is included in the bargaining unit as defined in Article 2.01 and includes:
  - (a) **“Casual Employee”** is a non-permanent employee;
  - (b) **“Full-time Employee”** is an employee who is hired to work the bi-weekly hours of work as provided in this Agreement;
  - (c) **“Part-time Employee”** is an employee who is hired to work less than the full-time hours of work as provided in this Agreement; and
  - (d) **“Permanent Employee”** is an employee who has completed her probationary period and is employed on a full-time or part-time basis without reference to any specified date of termination of employment.
- (6) **“Employer”** means the Izaak Walton Killam Health Centre (IWK) the Nova Scotia Health Authority (NSHA). (NEW)

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- (7) **“Holiday”** means:
- (a) in the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced if more than one-half of the shift falls on a day designated as a holiday in this Agreement;
  - (b) in any other case, the twenty-four (24) hour period commencing at 0001 hours of a day designated as a holiday in this Agreement.
- (8) **“Leave of absence”** means absent from work with permission.
- (9) **“Lockout”** includes the closing of a place of employment, a suspension of work or a refusal by the Employer to continue to employ a number of its employees done to compel the employees, or to aid another employer to compel its employees, to agree to terms or conditions of employment.
- (10) **“Predecessor Employer”** means the [Izaak Walton Killam Hospital for Children or the Salvation Army Grace Maternity Hospital with respect to Employees who were employed by either Employer as of December 20, 1996](#) ~~Queen Elizabeth II Health Sciences Centre, the Nova Scotia Hospital, and the former Central Regional Health Board~~ **and all former district health authorities who formed part of the Nova Scotia Health Authority. (NEW)**
- (11) **“Shift duration”** means the length of a shift.
- (12) **“Spouse”** means husband, wife and common-law spouse. Common-law spouse includes a same sex partner in a common-law relationship except for purposes of a pension plan where the pension plan contemplates otherwise.
- (13) **“Strike”** includes a cessation of work, or refusal to work or continue to work by employees in combination or in concert or in accordance with a common understanding, for the purpose of compelling their Employer to agree to terms or conditions of employment or to aid other employees in compelling their employer to agree to terms or conditions of employment.
- (14) **“Union”** means [NSGEU, which is a constituent union of the Council Nova Scotia Government and General Employees Union.](#) **(NEW)**
- (15) **“Week-end”** means the fifty-five (55) consecutive hour period commencing at 0001 hours Saturday to 0700 hours Monday.
- (16) **“Working Day”** means any calendar day on which an employee is scheduled to work.

## 1.02 Service

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

- (a) (i) the service with which an employee was credited with as an employee of a Predecessor Employer immediately prior to the establishment of the Employer pursuant to the *Izaak Walton Killam Health Centre Act*. ~~the service with which an employee was credited with as an employee of a Predecessor Employer immediately prior to the Memorandum of Agreement between the Nova Scotia Government and General Employees' Union and the QEII Health Sciences Centre, the Nova Scotia Hospital and the Capital District Health Authority (former Central Regional Health Board) dated February 19, 2001; and service with which an Employee was credited with as an employee of a predecessor employer at the date of signing of this Collective Agreement.~~ **(NEW)**
- (ii) total accumulated months of employment with the Employer.
- (iii) **A month shall be a calendar month or any portion thereof in which an employee was employed with the IWK NSHA. (NEW)**
- (b) ~~Notwithstanding Article 1.02(a)(ii), except as otherwise provided in this Agreement, no service and therefore no service related benefits shall be credited to an employee who does not receive salary for in excess of ten (10) days during that calendar month.~~
- (b) **Any Nova Scotia Health Authority (NSHA) employee who successfully applies to work at the IWK will retain the service they were credited with at the NSHA.**

## 1.03 Seniority

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

~~(i) Establishing Seniority as of February 19, 2001:~~

~~Seniority means the seniority with which an employee was credited as an employee of a Predecessor Employer immediately prior to the Memorandum of Agreement between the Nova Scotia Government and General Employees' Union and the QEII Health Sciences Centre, the Nova Scotia Hospital and the Capital~~

~~District Health Authority (former Central Regional Health Board) dated February 19, 2001.~~

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

~~The continuous employment of formerly “casual employees” of the Nova Scotia Hospital, Capital District Health Authority (former Central Regional Health Board) and Public Health and Drug Dependency, 1988 Nova Scotia Hospital part-timers, and 1988 Public Health and Drug Dependency part timers is considered to have been broken in a year in which they did not work for at least 40% of full-time hours. For such employees, their date of hire, for the purpose of establishing seniority as of February 19, 2001, shall be their actual date of hire where there is no break in continuous employment or January 1st of the year following the most recent break in continuous employment.~~

~~(iii) Date of hire for purposes of seniority is defined as the first day of work.~~

- (i) **Permanent Seniority shall be the seniority date with which an employee was credited as an employee at April 1, 2015 in the bargaining unit. Subject to 1.03 (c), regular seniority for those hired after April 1, 2015 will be defined as the most recent date of hire into a regular position in the bargaining unit. (NEW)**
  - (ii) **Casual Seniority shall be the seniority with which an employee was credited as an employee as of April 1, 2015 in the bargaining unit plus hours worked on and after April 1, 2015. Subject to 1.04, Casual seniority will be defined as the accrual of hours worked since the most recent date of hire into a casual position in the bargaining unit. (NEW)**
  - (iii) **When an employee transfers from a casual to a regular position, the employee’s Casual seniority hours will be divided by 1950 and assigned a calendar value which will determine the employee’s regular seniority date, which will be prior to the date of hire into a regular position. (NEW, NSNU 11.02 (d))**
  - (iv) **When an employee transfers from a regular position to a casual position, the employee’s Regular (permanent) seniority at the date of transfer will be multiplied by 1950 to establish the employee’s accrual of hours for the employee’s date of hire into the casual position. (NSNU 11.02 (a))**
- (1) **For this conversion process only, Employees who worked less than fulltime hours during some or all of their time as a regular (permanent) employee will have their hours of seniority prorated accordingly. In no case will any employee**

accrue more than 1950 hours seniority per year for the purposes of the above. (NEW)

- (2) Seniority will be calculated in the same fashion for employees whose full time hours are 1820 or 2080 hours per year, except 1820 hours or 2080 hours will be substituted for 1950 in the calculations set out herein. (NEW)

(b) Members' Seniority shall be transferrable as follows:

1. Should a member of any bargaining unit at the IWK be the successful candidate for a permanent position in the IWK Health Care Bargaining unit, that member shall keep and transfer their seniority to their new Health Care Bargaining Unit position at the IWK.
2. Should a member of any bargaining unit at the Nova Scotia Health Authority be the successful external candidate for a permanent position in the IWK Health Care Bargaining Unit, that member shall keep and transfer their seniority to their new Health Care Bargaining Unit position at the IWK.

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(c) Posting of Seniority Lists:

The Employer is required to maintain separate seniority dates and seniority lists for Regular and Casual employees.

**In the event two or more Regular Employees have the same seniority date, or two or more Casual Employees have the same number of casual hours, their placement on the Regular or the Casual seniority lists will be determined by random draw. (NEW, NSNU (d)(i))**

**For Permanent Employees:**

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

writing to her seniority date. However, until and unless such written objection is received by the Employer, and in any event no later than thirty (30) days from the employee's return to work, the posted seniority date for the employee will be considered to be the employee's seniority date for all purposes.

- (iii) **In the event a casual Employee's conversion to regular employment status results in the same seniority date as a regular Employee, the casual Employee will be placed below the regular Employee on the seniority list.**  
**(NSNU 11.00 (d) (ii))**

#### For Casual Employees:

##### ~~1.04 Casual Seniority~~

- ~~(a) There shall be a separate casual employee seniority list.~~
- ~~(b) Casual employees shall accumulate seniority on the basis of hours worked, including any hours worked during a Long or Short Assignment, on or after February 1, 1998.~~
- ~~(c) A casual employee who is appointed to a permanent position through Job Posting shall have her seniority for all purposes as of the date of her appointment to the permanent position. If the employee was in a Long or Short Assignment, or an uninterrupted series of Long or Short Assignments immediately prior to being appointed to the said permanent position without interruption, the employee's seniority will date back to her appointment to the said Assignment. For the purpose of this provision, an interruption shall be any bi-weekly pay period where a casual employee did not receive compensation for work with respect to a Long or Short Assignment.~~
- (a) Within sixty (60) days following the signing of this Agreement, and semi-annually thereafter, in the first pay period ending in January and July in each year, the Employer shall post a list setting out each casual employee's accumulated hours as of the preceding pay period. This list is for the purpose of casual employees' seniority. Each casual employee shall have **thirty (30) fifteen (15)** days from the date the list is posted to challenge her casual seniority date in writing. The Employer shall reply to the casual employee's written objection within fifteen (15) days of receipt of the written objection. If no written objection is received by the Employer within **thirty (30) fifteen (15)** days from the date the list is posted, the casual seniority date on the list shall be the casual employee's seniority date. ~~for all purposes following the posting of the list.~~ **(CUPE 14.02 (b), Unifor 18.03)**

Notwithstanding the above, **posting** decisions premised on a Casual Employee's seniority will be based on the Casual Employee's seniority **at midnight on the day of the posting deadline.** ~~that point in time.~~ **(CUPE 14.02 (b))**

#### **1.05 Gender**

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

#### **1.06 Headings**

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



## ARTICLE 2 - RECOGNITION

### 2.01 Bargaining Agent Recognition

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

~~All full-time, regular part-time and casual Healthcare Employers of the Capital District Health Authority, including Healthcare Employers engaged in providing Addiction/Drug Dependency and Public Health Programs, but excluding those persons described in paragraphs (a) and (b) of subsection (2) of Section 2 of the *Trade Union Act*, and those persons listed in Appendix A to the certification order of the Labour Relations Board, being LRB No. 4580.~~

~~For the sake of clarity, it is noted that the Healthcare Employers providing Addiction / Drug Dependency and Public Health Programs includes Licensed Practical Nurses engaged in providing those programs.~~

- (a) **The Employer recognizes the Council for the purposes of Sections 33 to 37, subsection 38(1) and (2) and Sections 39, 40, 47 – 52 and 61 – 75 of the *Trade Union Act* as the exclusive bargaining agent on behalf of all employees of the Employer who occupy positions that require them to be engaged primarily in a clinical capacity to provide patient care who are not included in the nursing bargaining unit defined in paragraph 80(b)(1)(a) of the *Health Authorities Act* but excluding those persons described in paragraphs (a) and (b) of Section 2 of the *Trade Union Act*. (NEW)**
- (b) **The Employer recognizes the Union as the exclusive bargaining agent on behalf of all employees of the Employer who occupy positions in the bargaining unit described in paragraph (a) for which the Union was certified or voluntarily recognized as bargaining agent before April 1, 2015 for all purposes other than those listed in paragraph (a). (NEW)**

### 2.02 No Other Agreements

**No Employee(s) shall be required or permitted to make any written or verbal agreement with the Employer or its representatives, which conflict with the terms of this Agreement. (CUPE 3.05, NSNU 5.14, Unifor 2.02)**

### **2.03 No Discrimination for Union Activity**

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

### **2.04 No Discrimination**

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

### **2.05 Sexual and Personal Harassment**

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

### **2.06 Same Sex Family Status**

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

### **2.07 Diversity**

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

### **2.08 Headings**

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

### **2.09 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. Subject to Article 10, all bargaining unit Employees who**

are members of the Union on the date of signing of this Agreement shall be required to maintain membership. (CUPE 3.06, NSNU 6.00, Unifor 7.01)

- 2.10 The Employer and the Union recognize their respective obligations to accommodate a disabled Employee to the point where it is impossible to do so without undue hardship. A disabled Employee has a duty to cooperate and assist the Employer and the Union in developing a suitable accommodation. (NSNU 18.01)

### **ARTICLE 3 - APPLICATION**

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

## **ARTICLE 4 - FUTURE LEGISLATION**

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

## **ARTICLE 5 - MANAGEMENT RIGHTS**

### **5.01 Management Rights**

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

### **5.02 Consistent Application**

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

## ARTICLE 6 - RIGHTS AND PROHIBITIONS

### 6.01 No Lockout or Strike

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

### 6.02 No Sanction of Strike

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

### ~~6.03 Emergency Services~~

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

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

### 6.04 Headings

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

## ARTICLE 7 - UNION INFORMATION AND OFFICE

### 7.01 Bulletin Boards

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

### 7.02 Distribution of Union Literature

- (a) The Employer will provide space to the Union during employee orientation to allow the Union to distribute Union literature related to the orientation of new Union members.
- (b) The Employer shall, where facilities permit, make available to the Union specific locations on its premises for the placement of bulk quantities of literature of the Union.

### (c) Computer Access

**Where possible, providing no additional costs are incurred by the Employer, two (2) authorized representatives of the Union shall be entitled to use the Employer's electronic communication system to distribute up to three electronic Union notices per month to members of the Bargaining Unit. The Employer shall determine the method of distribution. The Union agrees to indemnify the Employer for any liability arising out of offensive or otherwise unlawful notices posted by the Union. (CUPE 28.04, Unifor 7.06, L93, 94, 95 8.03)**

### 7.03 Union Office

The Employer will provide the Union **Council** with a mutually acceptable office within each administrative zone in the NSHA within the IWK-CDHA. The Union **Council** is responsible for the provision of all items in this office, other than desk, chairs, filing cabinet and local distance telephone.

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## ARTICLE 8 – INFORMATION

### 8.01 Copies of Agreement

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

### 8.02 Letter of Appointment

An employee, upon hiring or change of status, shall be provided with a statement of her classification and employment status, including designation as to her percentage of full-time hours, and pay scale applicable to her position. A copy of this statement shall be sent to the Union at the same time as it is sent to the employee.

### 8.03 Employer to Acquaint New Employees

- (a) The Employer agrees to provide new employees with a copy of the Collective Agreement in effect and acquaint them with the conditions of employment set out in the articles concerning checkoff and stewards.
- (b) **During orientation of newly hired Employees, the Employer will allow thirty (30) minutes for a representative of the Union to speak with the newly hired Employees with no loss of regular pay during or following the orientation program. (NSNU 5.12, CUPE 7.02, Unifor 7.02 (c))**

### 8.04 Position Descriptions

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

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

The Employer agrees to provide the **Council Union** such information relating to employees in the bargaining unit as may be required by the **Council Union** for the purpose of collective bargaining.

#### **8.06 Union Information**

**Upon hiring and on a quarterly basis, the Employer shall provide the Union with the name, address, telephone number, classification, employment status, and pay rate of bargaining unit members. (NSGEU L22, Unifor 7.02 (d))**

## ARTICLE 9 – APPOINTMENT

### 9.01 Appointment Status

An employee shall be appointed on a permanent basis, or on a casual basis in accordance with Article 37.

### 9.02 Probationary Period

~~(a) Notwithstanding Article 9.01, a newly hired employee may be appointed to her position on a probationary basis for a period not to exceed 495 hours of time actually worked or ten (10) months, whichever is greater.~~

(a) **Probationary period means that period for newly hired Employees up to 495 hours. Employment may be terminated at anytime during this period if the Employee is found to be unsuitable at the sole discretion of the Employer. The probationary period may be extended by mutual agreement of the Union and the Employer. (Unifor 5.05, CUPE 5.0 (11))**

(b) A previous permanent employee whose employment was terminated for any reason and who is re-employed in the same classification within twelve (12) months from the date of such termination shall not be required to undergo a second (2nd) probationary period.

(c) **During the probation period the Employee will be entitled to all rights and benefits of this Agreement. (CUPE 23.05 (c))**

### 9.03 Confirmation of Permanent Appointment

(a) The Employer ~~shall may,~~ after a permanent employee has served in a position on a probationary basis for a **the** period indicated in **Article 9.02(a)** ~~of six (6) months,~~ confirm the appointment on a permanent basis.

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

### 9.04 Termination of Probationary Appointment

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

(b) If the employment of an employee appointed to a position on a probationary basis is to be terminated for reasons other than wilful misconduct or disobedience or

neglect of duty, the Employer shall advise the employee of the reasons in writing not less than ten (10) days prior to the date of termination.

- (c) The Employer shall notify the Union when a probationary employee is terminated.

**9.05 Pay in Lieu of Termination Notice**

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

**9.06 Notification to the Union**

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

**9.08 Secondment**

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

## ARTICLE 10 - JOB POSTING

### 10.01 Job Posting

- (a) **Both Parties recognize:**
- (i) **The principle of promotion within the service of the Employer; and**
  - (ii) **That job opportunity should increase in proportion to length of service and ability. (CUPE 15.01)**
- (b) When a new permanent position, a permanent vacancy, **additional permanent part-time hours, (CUPE 15.03 (a)(iv))** or a Long Assignment is created within the IWK administrative zone bargaining unit, the Employer shall post an **electronic** notice of such **position**. ~~in buildings where employees in the bargaining unit work.~~ In work locations where electronic job postings are not possible or practical, a list of job postings will be placed in a visible location.
- (i) The posting of a permanent position or vacancy, ~~whether inside or outside of the administrative zone~~, shall be for a minimum of ten (10) days.
  - (ii) The posting of a Long Assignment, ~~whether inside or outside of the administrative zone~~, shall be for a minimum of ~~five (5)~~ **ten (10)** days **(L93,94, 95 11.01(a)(3))**.
- (c) Should a Short Assignment not be able to be filled in accordance with Article 38.05, the posting of a Short Assignment shall be for a minimum of five (5) days.
- (d) The notice posted shall indicate:
- (i) the classification and work area;
  - (ii) whether the posting is for a permanent position, or a Long or Short Assignment (if necessary);
  - (iii) the expected duration of the Assignment; and
  - (iv) whether the appointment is full-time or part-time, and any applicable part time designation;
  - (v) **an overview of the skills, abilities and qualifications required. CUPE 15.03(b)**
- (e)
- (i) **Only those positions which cannot be filled by a Bargaining Unit applicant possessing the required skills, abilities, and qualifications from within the IWK administrative zone where the posting**

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~~originated~~ will be filled by a bargaining unit candidate from another Bargaining Unit ~~administrative zone.~~ (CUPE 15.02 (c))

- ~~(ii) — Only those positions that cannot be filled in accordance with (e)(i) above shall be filled by a qualified candidate from any bargaining unit in the administrative zone where the posting originated. (NEW)~~
- ~~(iii) — Only those positions that cannot be filled in accordance with (e)(ii) above shall be filled by a qualified candidate from any bargaining unit in any administrative zone. (NEW)~~
- (ii) Only those positions which cannot be filled by an applicant from any bargaining unit at the IWK NSHA possessing the required skills, abilities and qualifications will be filled by an external applicant. (NEW)

(f) **Conditional Appointment**

~~Notwithstanding Article 11.01,~~ where the Employer deems it necessary to recruit employees from within the bargaining unit who do not meet the qualifications of the position but are currently enrolled in a program leading to meeting the qualifications in a reasonable time period as determined by the Employer, such employees may be appointed with the condition that the employee obtain the required qualifications in an agreed time period. Failure of the employee to achieve the required qualifications within the agreed time period or any mutually agreed extension to such time period will result in the employee being returned to their former position or to an equivalent position where their former position is not available. (L93, 94, 95 11.04 (a) (b) (c))

**10.02 Filling Vacancies or Assignments**

Where it is determined by the Employer that:

- (a) two or more bargaining unit applicants for a position in a their own bargaining unit are qualified; and
- (b) those applicants are of equal merit, preference in filling the vacancy or Assignment shall be given to the applicant with the greatest length of seniority.
- (c) In the event that a vacancy arises in the same position / classification title, within the same work area(s) and/or service within a three (3) month period of the closing date of the competition, the Employer is not required to post the vacancy.

The position may be filled through a prior or existing competition within the three (3) month period.

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

- (d) Positions will be awarded to the successful candidate as soon as is reasonably possible following the closing date for the job posting. Subject to 10.01(b), the Employer may combine Part-Time positions to become a single position, where operationally feasible. **(CUPE 15.03 (c) (d))**

### 10.03 Successful Candidate

(a) The name of the successful candidate shall be sent to the Union within fourteen (14) days. **(NSNU 12.10)**

(b) An unsuccessful Bargaining Unit applicant may, within 10 days of notification of the awarding of the position, make a request for an explanation as to why he/she was not granted the position. The Employer shall provide an explanation in writing to the Employee as soon as practicable after receipt of the request. The time limit for the filing of a grievance under Step One of the Grievance Procedure shall run from the date the Employee receives the explanation from the Employer.

(c) When opportunities for additional Casual employment arise, the Employer may provide notification indicating the nature of the available Casual employment.

(d) Where operationally possible, the Employer endeavors to supply the names of Employees appointed to ~~temporary~~ short assignment positions (as ~~defined in art. 5.01 (9))~~ of less than three (3) months to the union on a monthly basis. Further, this provision does not include Employees temporarily assigned to fill vacation reliefs.

(e) The successful Employee, from the Bargaining Unit, shall be placed on a trial period for a period of four hundred and ninety-five (495) ~~regular~~ permanent 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. **(NSNU 12.13 (a) , IWK 30.03)**

(f) 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. Subject to operational considerations, the Employer shall return the Employee to his/her former position within twenty-one (21) calendar days after the Employee exercises this option. 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. (CUPE 15.02 2<sup>nd</sup> & 3<sup>rd</sup> paras, NSNU 12.13(a))

#### **10.04 Retention of Status**

A permanent employee who successfully bids for a Long Assignment, or a Short Assignment (if posted), shall be entitled to retain her status as a permanent employee, and shall be entitled to return to her former position. If the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

#### **10.05 Grievance/Arbitration**

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

#### **10.06 Placement in New Position**

A successful internal applicant shall normally be placed in a new position within sixty (60) days of her appointment. If such placement does not occur within the sixty (60) day period due to operational requirements, the successful applicant will receive the higher rate of pay, where applicable, effective the ~~sixty first (61st) day~~ **forty-sixth(46<sup>th</sup>) day**. (CUPE 15.06, NSNU 12.12, Unifor 19.01 (c))

#### **10.07 Temporarily Working in a Position Outside the Bargaining Unit**

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



- (d) An employee who is appointed to a position outside the bargaining unit on an acting basis shall remain in the bargaining unit for the duration of the acting position **subject to the provisions of Article 32.21. (NEW)**

#### **10.08 Scope of Practice**

**Should the Employer increase a Classification's Scope of Employment or should the Scope of Practice be increased by an external body or college and this change is required by the Employer and/or is required to maintain licensing, then existing employees within that classification will be provided a reasonable time period to upgrade their levels of competency. Notwithstanding Article ~~19.13~~ ~~24.16~~, should an Employee's Scope of Practice be increased by an external body or college and the change is required by the Employer, then the Employer will cover registration costs and course materials and employees shall suffer no loss of pay to attend the training.**

**Notwithstanding situations where an Employee needs to be accommodated under the NS Human Rights Act, an Employee who is unable to meet an Employer's Scope of Employment will be grandparented in their position. Employees who do not meet the new Scope of Practice required by the Employer and/or is required to maintain licensing will be deemed to be displaced and will exercise their rights under Article ~~16~~ 32. (CUPE 15.11, Unifor 19.05)**

## ARTICLE 11 - CHECKOFF

### 11.01 Deduction of Union Dues and Assessments

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

### 11.02 Notification of Deduction

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

### 11.03 Religious Exclusions

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

### 11.04 Remittance of Union Dues and Assessments

The amounts deducted in accordance with Article 11.01 shall be remitted to the Secretary-Treasurer ~~separately to each of the unions and to a person identified by each of the unions~~ of the Union by cheque within a reasonable time after deductions are made ~~and~~. Each payment shall be accompanied by particulars identifying each employee, including the amount of the actual bi-weekly wages, (CUPE 6.02) and the deductions made on her behalf.

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### 11.05 Liability

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

### 11.06 Professional Dues

Upon request of an employee, the employer shall deduct the annual professional registration dues paid by employees from the salary of the employee. It is the responsibility of the employee to ensure that all registration information is currently submitted to the employee's association within the submission deadline. (NSGEU Local 97 11.06, Unifor 25.03, L93,94,95 12.06)

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~~11.07 This Article applies only to Unifor members affected by the collective agreement.~~

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~~The Employer agrees to pay into a special fund an amount of one cent (\$.01) per hour for all regular hours paid for the regular employees to provide for a Paid Education Leave (PEL). Such leave will be for upgrading the Employees' skills in all aspects of trade union functions. Such payment will be remitted on a quarterly basis into a trust fund established by the National Union, CAW Unifor, effective from date of ratification and sent by the Employer to the following address; CAW Unifor Paid Education Leave Program, CAW Unifor Family Education Centre, RR#1 CAW Road 25, Port Elgin, Ontario, N0H 2CD.~~

~~The Employer shall approve Education Leave to the members of the bargaining unit subject to operational requirements. Candidates for PEL shall be selected by the Union Unifor to attend such courses and provide written confirmation to the Employer of such selection. Employees on PEL leave of absence shall continue to accrue seniority. This provision is not applicable to casual employees.~~

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## ARTICLE 12 - STEWARDS

### 12.01 Recognition

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

### 12.02 Notification

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

### 12.03 Servicing of Grievances

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

### 12.04 Union Representation

**The local Union may have the assistance of a staff representative ~~from the Union~~ in all meetings relating to labour relations between the Union and the Employer. These meetings will not be unreasonably delayed if a staff representative ~~from the Union~~ is required by the local Union. (NSNU 5.02)**

## ARTICLE 13 - TIME OFF FOR UNION BUSINESS

### 13.01 Leave Without Pay

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

- (a) as members of the Board of Directors of ~~a~~ the Union, ~~or, in the case of CUPE, the Local Executive of CUPE 8920, or in the case of Unifor the Local Executive of Unifor 4600~~ for the attendance at Board meetings ~~or, in the case of CUPE Local 8920 and Unifor 4600, for attendance at executive~~ meetings;  
(NEW)
- (b) as members of the ~~Bargaining Unit~~ **Council** Negotiating Committees of the Union for the attendance at Committee Meetings;
- (c) as delegates to attend conventions of the Union's ~~respective national and~~ affiliated bodies, including N.U.P.G.E., C.L.C., Nova Scotia Federation of Labour;
- (d) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
- (e) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour;
- (f) for such other legitimate Union business as may be authorized by the Union such as, but not limited to, replacing Union staff, Union educational programs, etc.

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Such permission shall not be unreasonably withheld.

### 13.02 Notification to Employer

The Union shall notify the Employer of the names of ~~CDHA~~ **the** employees, including the department wherein **the** employee is employed, who are members of the Board of Directors, the Union Executive and ~~Bargaining Unit~~ **Council** Negotiating Committees.

### 13.03 Salary Continuance

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

### 13.04 Annual Meeting/Collective Bargaining Workshop

- (a) Where operational requirements permit and on reasonable notice as provided in Article 13.04(b), the Employer shall grant leave with pay ~~for a period not exceeding two (2) working days,~~ **(NSNU 5.06, no limits on days)** and leave without pay for travelling time for such portion of the working day prior to and following the meeting as may be required, to employees who are elected or appointed as registered delegates to attend the Annual Meeting or the Collective Bargaining Workshop of the Union. Such permission shall not be unreasonably withheld. The Employer shall only grant such leave for either the Annual Meeting or the Collective Bargaining Workshop in any one year. However, upon three (3) months advance written request, and if operational requirements permit, the Employer may grant leave as provided herein for both the Annual Meeting and the Collective Bargaining Workshop in the same year if neither were held in the previous year.
- (b) The Union shall notify the Employer in writing of the names, including the department wherein the employee is employed, of the registered delegates attending the Annual Meeting or the Collective Bargaining Workshop of the Union at least three (3) weeks in advance.
- (c) Notwithstanding Article 13.05, the number of employees entitled to attend the Collective Bargaining Workshop shall not exceed ~~five (5) per bargaining unit represented by the Union~~ **the number of members on the Council negotiating committee.**

### 13.05 Number of Employees Eligible

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

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### 13.06 Contract and Essential Services Negotiations

- (a) Where ~~operational requirements permit, and on~~ reasonable notice **is given**, the Employer shall grant leave with pay for ~~not more than five (5) representatives of each bargaining unit~~ **Council negotiating committee members** for the purpose of attending contract negotiation meetings with the Employer. ~~However, when any joint bargaining unit contract negotiation meetings occur on any one (1) day or part thereof, the Employer shall, where operational requirements permit, grant leave with pay to any eight (8) of these representatives at the same time. Such permission shall not be unreasonably withheld.~~
- (b) **Where reasonable notice is given, the Employer shall grant leave with pay for the Council Essential Services committee members for the purpose of developing and implementing an essential services plan. (NEW)**

### **13.07 Arbitration and Joint Consultation**

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

- (a) called as a witness by an Arbitration Board as prescribed by Article 26;
- (b) meeting with management in joint consultation as prescribed by Article 27.

### **13.08 Grievance Meetings**

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

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

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

### **13.10 Leave of Absence for the Full-time President**

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

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

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



## ARTICLE 14 - HOURS OF WORK

### 14.01 Hours of Work

- (a) Unless this Agreement provides otherwise, the hours of work **for a full-time employee** shall be seventy-five (75) hours per bi-weekly period, normally consisting of ten (10) seven and one-half (7 ½) hour shifts. **(CUPE 17.01(a), NSNU 7.00, Unifor 9.01)**

- (b) Overtime Exception

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

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

With the exception of employees who are working shifts greater than seven and one-half (7 ½) hours, every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift. In addition to situations arising pursuant to Article 14.03, shift arrangements requested by the employee(s) in writing and approved by the Employer, in variance to the foregoing, shall not constitute a violation of this provision. **Notwithstanding the above, no rest interval shall be less than 12 hours unless mutually agreed between the Employer and the Union. (NEW)**

- ~~(d)~~ **Allied Health Instructors**

~~(i) The hours of work for Allied Health Instructors shall be seventy (70) hours per two (2) week period exclusive of meal breaks.~~

~~(ii) Allied Health Instructors shall be allowed five (5) days' leave with pay at a time agreeable to both the employee and the Employer when classes are in abeyance or at another mutually acceptable time.~~

### 14.02 No Guarantee of Hours

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

### 14.03 Deviations from Scheduled Hours

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

#### **14.04 Flexible Working Hours**

The Employer will, where operational requirements and efficiency of the service permit, authorize ~~experiments with~~ **(L93, 94, 95 15.12)** flexible working hours if the Employer is satisfied that an adequate number of employees have requested and wish to participate in such an experiment **(ie 10 or less there must be a consensus... more than 10 there must be agreement among sixty-six-and-two-thirds percent of affected employees unless the parties mutually agree to another mode of determination). (CUPE 17.01 (c))**

#### **14.05 Modified Work Week**

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

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

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

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

the Employer may require a return to regular times of work, in which case the employees shall be provided with sixty (60) calendar days' advance notice of such requirement.

#### **14.07 Shift Duration**

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

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

- (b) The Employer will give the employees sixty (60) calendar days advance notice of the shift requirement; and invite expressions of interest.
- (c) The expression of interest notice shall include the required:
  - (i) number of employees;
  - (ii) classification;
  - (iii) abilities, experience, qualifications, special skills and physical fitness, where applicable, reflecting the functions of the job concerned; and
  - (iv) shift duration.
- (d) If there are more qualified volunteers than required, preference in filling the positions shall be given to the employees with the greatest length of seniority.
- (e) If there are fewer qualified volunteers than required, the Employer shall staff the shifts with qualified employees, in reverse order of seniority.
- (f) Nothing in this Article precludes the Employer from:
  - (i) maintaining any and all shift arrangements in effect prior to the signing of this Agreement;
  - (ii) hiring employees to staff a specific shift duration;
  - (iii) continuously assigning an employee to a specific shift duration at the employee's request, where such continuing assignment is acceptable to the Employer.

#### **14.08 Meal Breaks and Rest Periods**

For each seven and one-half (7 ½) hour shift, subject to the provisions of Article 14.09, the Employer shall provide an unpaid meal break of one-half (½) hour and paid rest periods totalling one-half (½) hour, not to be taken in less than two (2) breaks. The Employer shall schedule meal breaks in such a way that an employee be permitted to leave her work area. Operational requirements may be such that these breaks may not be able to be taken off the premises. These breaks shall be prorated for shift duration. **Employees shall be permitted to combine meal and / or rest period(s) where operational requirements permit. (L93, 94, 95 15.10, (a), NSNU 7.05 (c), Unifor 9.01(iii))**

#### **14.09 Recall From Meal Breaks and Rest Periods**

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

~~granted during the shift, the break time not taken because of recall to duty shall be considered as overtime and compensated for in accordance with the provisions of Article 15.~~

**If, due to operational requirements, an employee is required to miss a designated meal or rest period or part thereof and the total break period cannot be granted during the shift, the total meal or rest period shall be compensated at the applicable overtime rates or time off at a mutually agreeable time. (L93, 94, 95 15.11, NSNU 7.05 (e) (f))**

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#### 14.10 Coverage

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

#### 14.11 Days Off

During the two (2) week period employees shall, whenever possible, receive two (2) days off in each calendar week or four (4) days off in each two (2) week period, **given in not more than two segments unless mutually agreed otherwise between the union and the employer** ~~At least two (2) of the days off in the two (2) week period shall be consecutive days off.~~ **(CUPE 17.02 (a) (i), Unifor 9.02(a))**

#### 14.12 Consecutive Shifts

- (a) The Employer will endeavour, where possible, to provide that no employee is scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Employer and the employee(s), in variance to the foregoing.
- (b) Subject to the limitations of Article 14.03, the Employer shall provide that no employee is scheduled to work more than five (5) consecutive evening shifts or five (5) consecutive night shifts in a two (2) week period. This does not preclude shift arrangements requested by the employee, in writing, acceptable to both the Employer and the employee(s) in variance to the foregoing.
- (c) **Unless mutually agreed otherwise, Employees shall not be required to work more than a total of 16 hours (inclusive of regular hours and overtime hours) in a twenty-four hour period beginning at the first hour the employee reports to work, except in emergency situations. (NSNU 7.01 (a) CUPE 17.02 (a) (vi))**
- (d) **An Employee who works more than sixteen (16) hours as set out in Article ~~7.01(a)~~, 14.12 (c) shall be entitled to a rest interval of eight (8) hours before the commencement of her or his next shift. The rest interval shall not cause a loss of regular pay for the hours not worked on that shift. If**

mutually agreeable between the Employee and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article. (NSNU 7.01 (b))

#### 14.13 Posting of Shift Schedules

- (a) **Shift and standby (CUPE 17.02 (b) (i))** schedules shall be posted at least four (4) weeks in advance of the schedule to be worked and the schedule shall be for a minimum of two (2) weeks. The Employer shall make every reasonable effort not to change shifts. If the Employer changes the shift schedule within forty-eight (48) hours of the shift, the employee(s) affected shall be entitled to overtime compensation for that shift. The Employer must inform employees of the shift changes made to the posted schedules.
- (b) When the Employer requires an employee who is regularly scheduled to work Monday through Friday, to work on a weekend as part of her regular bi-weekly hours the Employer shall make every reasonable effort to provide the employee with four (4) weeks' notice, but in any case not less than two (2) weeks' notice of the weekend work.

#### 14.14 Exchange of Shifts

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

#### 14.15 Week-ends Off

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

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

#### 14.16 Split Shifts

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

#### 14.17 Other Regular Shifts

~~The shift length can be altered from the usual 7.5 or 11.25 hour shifts to create other regular shifts.~~ For full-time employees, the regular shifts shall not normally be less than 7.5 hours and not more than 11.25 hours. For part-time employees, the regular shift shall not be less than 3.75 hours inclusive of a 15-minute break except where

there is an agreement with the union. ~~This provision does not apply to casual employees.~~ (CUPE 17.01 (b))

#### 14.18 Rotation of Shifts

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

#### 14.19 NEW Breaks for Excessive Temperatures

Where temperatures exceed 32.2 degrees C (90-95 F), employees may take advantage of a ten minute break per hour of service. (CUPE 17.03 (d), Unifor 9.03)

#### 14.20 Conversion of Hours

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

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

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#### 14.20 Headings

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

## ARTICLE 15 – OVERTIME

### 15.01 Overtime Exclusions

- (a) ~~Except for Allied Health Instructors, all positions in the bargaining unit shall be eligible for overtime compensation.~~
- (b) ~~Allied Health Instructors shall be entitled to five (5) days leave with pay pursuant to Article 14.01(d)(ii) but shall not be entitled to the provisions of Article 15.01(e) and (d).~~

### 15.02 Definitions

In this Article and Article 18:

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

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

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

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

### 15.03 Allocation and Notice of Overtime

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

- (a) to allocate overtime work on a fair and equitable basis among readily available and qualified employees; and
- (b) to give employees who are required to work overtime, adequate advance notice of this requirement.
- (c) **This provision is not applicable to a casual Employee unless a regular permanent Employee is not available. (CUPE 18.06 (a))**

#### **15.04 Union Consultation**

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

#### **15.05 Overtime Compensation**

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

#### **15.06 Overtime Eligibility**

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

#### **15.07 Overtime Meal Allowance**

- (a) An employee, who is required to work a minimum of three (3) hours' overtime immediately following her scheduled hours of work and where it is not practical for her to enjoy her usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that she may take a meal break either at or adjacent to her place of work. Under such conditions she shall be provided a voucher for one (1) meal in the amount of \$15.00 or where meal service is unavailable, the employee will receive reimbursement in the amount of \$15.00 through the payroll system.
- (b) **If the employee continues to work beyond three (3) hours' overtime, a further meal break and allowance (or meal) shall be provided upon completion of an additional four (4) hours worked and upon completion of every four (4) hours thereafter. (NSGEU L93, 94, 95 16.05 (b))**
- (c) **An employee who is called back to work under the provisions of Article ~~17~~ 16 shall be provided with a meal break and allowance (or meal), in accordance with (a) above after the first four (4) hours worked and upon completion of every four (4) hours thereafter. (NSGEU L 93, 94, 95 16.05 (c))**

#### **15.08 Computation of Overtime**

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



### **15.09 Form of Compensation**

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

**An employee may take time off in lieu of pay for overtime worked. Such time off shall occur at a mutually agreed time. Where the employee chooses to take pay for overtime worked, such pay shall be paid within two (2) pay periods of the written request of the employee. (NSNU 7.17 (a), CUPE 18.05 (a))**

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

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

**Employees may be permitted to continuously carry an accumulation of up to seventy-five (75) hours. The Employer shall divide the year into four (4) quarters. At the end of each quarter, the Employer may payout any unused overtime down to seventy-five (75) hours. (CUPE 18.05 (b), NSNU 7.17 (b), Unifor)**

### **15.11 Carry Over of Overtime**

Notwithstanding Article 15.10, an employee may request to have accumulated overtime carried over for a maximum of twelve (12) months. Such a request shall not be unreasonably denied. If time off with pay in lieu of overtime hours has not been granted prior to the end of this time, compensation for overtime shall be paid.

### **15.12 No Layoff to Compensate for Overtime**

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

### **15.13 Daylight Saving Time**

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

### **15.14 Call-In**

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

### **15.15 Compensation for Performing Other Duties**

When an employee is required to work overtime and during the overtime hours performs duties of a classification other than the duties of her regular classification, she will be compensated for the overtime worked at the rate applicable to the duties performed during the overtime but shall in no case be paid a rate lower than her regular overtime rate.

## ARTICLE 16 - STANDBY AND CALLBACK

### 16.01 Standby Compensation

- (a) **Effective October 31, 2014**, Employees who are required by the Employer to standby shall receive standby pay of ~~thirteen dollars and fifty cents (\$13.50)~~ **sixteen dollars and twenty-one cents (\$16.21)** for each standby period of eight (8) hours or less. ~~Effective October 31, 2014, the standby rate (for 8 hours or less) will increase to sixteen dollars and twenty one cents (\$16.21).~~ **(NSGEU L97 16.01 (a), NSNU 7.24 (c), L93,94,95 17.01 (a))**
- (b) **Effective October 31, 2014**, Employees who are required by the Employer to standby on a Holiday as listed in Article 18, shall receive standby pay of ~~twenty-seven dollars (\$27.00)~~ **thirty two dollars and forty cents (\$32.40)** for each standby period of eight (8) hours or less. ~~Effective October 31, 2014, the standby rate (for 8 hours or less) on a holiday will increase to thirty two dollars and forty cents (\$32.40).~~ **(NSGEU L97 16.01 (b), NSNU 7.24 (d), L93,94,95 17.01 (b))**

### 16.02 Employee Availability

- (a) An employee designated for standby duty shall be available during her period of standby duty at a known telephone number or pager number and be able to report for duty as quickly as possible if called.
- (b) The Employer, at its own expense, will supply pagers to members of the bargaining unit who are designated for standby duty.
- (c) **Employees shall not be assigned to Stand-By for more than two (2) weekends in a four (4) week period or for more than seven (7) consecutive days; unless mutually agreed otherwise. (NSNU 7.24 (f), L93, 94, 95 17.02 also places limits stand by)**
- (d) **Employees may only be placed on “Stand-By” for a patient care unit for which she or he holds a position. (NSNU 7.24 (b))**
- (e) **An Employee shall not be required to be on Stand-By during the vacation period unless the Employer and the Employee mutually agree. (CUPE 18.03 (f), NSNU 7.24 (g))**

### 16.03 Failure to Report

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

#### 16.04 Callback Compensation

- (a) An employee who is called back to work and who reports for work shall be compensated for a minimum of four (4) hours at the straight time rate for the period worked, or at the applicable overtime rate, whichever is greater. The minimum guarantee of four (4) hours pay at the straight time rate shall apply only once during each eight (8) consecutive hours on standby.
- (b) When a part-time employee is not scheduled to work but is required by the Employer to standby, the day(s) on standby shall be considered as the employee's rest day(s) and shall be compensated for all call back as overtime in accordance with Article 15 or a minimum of four (4) hours at the straight time rate, whichever is greater.
- (c) **An Employee may take time off in lieu of pay for reporting for work on a call-back. Such time off shall occur at a mutually agreed time. Such time banked shall be tracked as part of the overtime bank and shall be subject to Article 15. This provision is not applicable to a Casual Employee. (CUPE 18.04 (b) (iv), NSNU 7.26 (d))**
- (d) **Stand-by shall not be forfeited in the event of a call back. (CUPE 18.03 (e), standard practice for NSGEU and CUPE)**
- (e) **Standby and/or Callback shall be divided as equitably as possible among qualified permanent employees and for casuals in long or short assignments within the department. Notwithstanding the above, qualified casual employees can be added to the rotation(s) if in the opinion of the Employer, there are not enough permanent employees able to be scheduled for stand-by on a unit or in a department as appropriate. (CUPE 18.06 (b))**

#### 16.05 Transportation Allowance and Parking for Callback

Employees called back shall be reimbursed for transportation to and from the work place to a maximum of ~~ten dollars (\$10.00)~~ **fifteen dollars (\$15.00)** per call each way. **(NSNU 7.26 (e) (ii), L97 16.05)** **When employees are called back to work at a site which is not their home base, he or she will receive the kilometer rate or \$15.00, whichever is greater. (CUPE 18.04 (c))** An employee who is called back to work and who reports for work shall be reimbursed for parking costs.

#### 16.06 Rest Interval After Callback

The Employer shall provide at least ~~six (6)~~ **eight (8)** hours between the time an employee completes a period of callback and the commencement of the employee's next scheduled shift. During an eight (8) hour period of standby, if the first callback is within two (2) hours of the commencement of the next scheduled shift, the employee shall not be

entitled to a ~~six (6)~~ **eight (8)** hour rest interval. If mutually agreeable between the employee and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article. **(NSGEU L97, 16.06)**

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

Subject to Article 16.06, where, because operational requirements do not permit or where mutually agreeable variations between the employee and the Employer are not acceptable, the ~~six (6)~~ **eight (8)** hour rest period, pursuant to Article 16.06, cannot be accommodated, the hours worked from the commencement of the regular shift to the end of the period on which the rest period would normally end shall be compensated at the rate of time and one-half (1 ½T). **(NSGEU Local 97, 16.07)**

## ARTICLE 17 – VACATIONS

### 17.01 Annual Vacation Entitlement

- (a) An employee shall be entitled to receive annual vacation leave with pay:
  - (i) each year during her first forty-eight (48) months of service at the rate of one and one-quarter (1 ¼) days for each month of service; and
  - (ii) each year after forty-eight (48) months of service at the rate of one and two-thirds (1 2/3) days for each month of service; and
  - (iii) each year after one hundred and sixty-eight (168) months of service at the rate of two and one-twelfth (2 ½) days for each month of service; and
  - (iv) each year after two hundred and eighty-eight (288) months of service at the rate of two and one half (2 ½) days for each month of service.
- (b) An employee who, as of February 19, 2001, has earned entitlement to more vacation than provided for in Article 17.01(a) of the collective agreement by virtue of her terms and conditions of employment with a predecessor employer shall retain that entitlement. Any future increase in vacation entitlement for such employees shall be pursuant to Article 17.01(a).

### 17.02 Vacation Year

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

### 17.03 Vacation Request

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

### 17.04 Vacation Scheduling

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

## 17.05 Restriction on Numbers of Employees on Vacation

- (a) Where operational requirements necessitate a decision by the Employer to place a restriction of the number of employees on vacation leave at any one time, preference for a period of up to two (2) weeks of unbroken vacation shall be given to employees with the greatest length of seniority.
- (b) After each employee has been granted vacation in accordance with Article 16.05(a), all remaining vacation entitlement shall be granted in accordance with seniority. Once seniority has been exercised for the period of up to two weeks, remaining requests will be granted by seniority, i.e. all second requests and then all third requests.
- (c) After the vacation schedule is posted, if operational requirements permit additional employees to be on vacation leave, such leave shall be offered by seniority to employees provided the employees requested that time in accordance with Article 16.03.

## ~~17.03 Authorization~~

~~(a) An Employee shall be granted vacation leave at such time during the year as the immediate management supervisor determines.~~

~~(b) The scheduling process for members of each Union are outlined in the Appendices of this collective agreement as follows;~~

~~Appendix 6 NSGEU Members in the Central Zone~~

~~Appendix 7 CUPE Members~~

~~Appendix 8 Unifor Members~~

~~Appendix 9 NSGEU Public Health, Addictions and Continuing Care~~

~~Members in the Eastern, Western and Northern Zones~~

~~Appendix 10 NSNU Members~~

~~(NEW)~~

## 17.0610 Unbroken Vacation

Except during the period of time referred to in Article 17.05 ~~each of the Union-specific vacation scheduling practices identified in Appendices six, seven, eight, nine and ten, (NEW)~~ where operational requirements permit, the Employer shall make every reasonable effort to grant to an Employee her request to enjoy her vacation entitlement in a single unbroken period of leave.

## 17.0711 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. (CUPE 22.02 and NSNU 10.01)**

#### **17.06~~11~~Vacation Carry Over**

- (a) Except as otherwise provided in this Agreement, ~~vacation leave for a period of not more than five (5) days may, with the consent of the immediate management supervisor,~~ **vacation leave shall be carried over where it has not been operationally feasible to grant vacation at a mutually agreeable time. (Unifor 12.06 (b), CUPE practice NSNU L 93 94 95 do not allow vacation to lapse)** ~~to the following year, but shall lapse if not used before the close of that year. Request for vacation carry over entitlement shall be made in writing by the Employee to the immediate management supervisor not later than January 31st of the year in which the vacation is earned, provided however that the immediate management supervisor may accept a shorter period of notice of the request. The immediate management supervisor shall respond in writing within one (1) calendar month of receiving an Employee's request.~~
- (b) An employee scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.

#### **17.09~~12~~Accumulative Vacation Carry Over**

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

#### **17.10~~13~~Use of Accumulated Vacation Carry Over**

The vacation leave approved pursuant to Article 17.09 shall be used within five (5) years subsequent to the date on which it was approved and shall lapse if not used within that period unless the immediate management supervisor recommends that the time be extended and the recommendation is approved by the Employer.

#### **17.11~~14~~Borrowing of Unearned Vacation Credits**

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

#### **17.12~~15~~Employee Compensation Upon Separation**



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

#### **17.1316Employer Compensation Upon Separation**

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

#### **17.1417Vacation Credits Upon Death**

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

#### **17.1518Vacation Records**

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

#### **17.1619Recall from Vacation**

~~The Employer will make every reasonable effort not to recall an employee to duty after she has proceeded on vacation leave or to cancel vacation once it has been approved.~~

**No Employee shall be required to work during a scheduled vacation period. (i.e. Periods of paid vacation days and/or periods consisting of both paid and unpaid days where the unpaid days are contiguous with both the beginning and end of the paid vacation days.) (CUPE article 22.06, first two sentences)**

#### **17.1720Reimbursement of Expenses upon Recall**

Where, during any period of approved vacation, an employee is recalled to duty **and agrees to be recalled (CUPE 22.06)**, she shall be reimbursed for reasonable expenses, subject to the provisions of Article 28, that she incurs:

- (a) in proceeding to her place of duty; and
- (b) in returning to the place from which she was recalled if she immediately resumes vacation leave upon completing the assignment for which she was recalled.
- (c) **If an Employee's vacation is approved and then cancelled by the Employer causing the Employee to lose a monetary deposit on vacation accommodations and/or travel and providing the Employee does everything reasonably possible to mitigate the loss, and providing the Employee notifies**

**the Employer that the monetary deposit will be forfeited, the Employer will reimburse the Employee for the monetary deposit. (Unifor 12.09, NSNU 10.10 (a) CUPE 22.08)**

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

#### **17.1821 Reinstatement of Vacation Upon Recall**

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Articles 17.16 and 17.17, shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

#### **17.1922 Illness During Vacation**

If an employee becomes ill **prior to or (NSNU 10.08)** during a period of vacation ~~and the illness is for a period of three (3) or more consecutive days,~~ and such illness is supported by a medical certificate from a legally qualified medical practitioner on such form as the Employer may from time to time prescribe, the employee will be granted sick leave and her vacation credits restored to the extent of the sick leave. The form is to be provided to the Employer immediately upon the return of the employee. If the employee does not have access to the Employer's form, the employee shall provide the Employer with a medical certificate from a legally qualified medical practitioner with the following information:

- (a) the date the employee saw the physician;
- (b) the date the employee became ill;
- (c) the nature of the illness; and
- (d) the duration, or the expected duration of the illness.

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

## ARTICLE 18 – HOLIDAYS

### 18.01 Paid Holidays

The holidays designated for employees shall be:

- (a) New Year's Day
- (b) **Heritage Day (NEW)**
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) **July 1 Canada Day (NSNU 10.11)**
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) Christmas Day
- (j) Boxing Day
- (k) One (1) additional day in each year that, in the opinion of the Employer, is recognized to be a **federal, (Unifor)** provincial or civic holiday in the area in which the employee is employed, or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
- (l) one-half (½) day beginning at 12:00 noon on Christmas Eve Day
- (m) any other day or part of a day declared by the **Government of Canada or (NSNU 10.11, CUPE 21.01 (a))** the province of Nova Scotia to be a general holiday.

~~The parties recognize the significance of Davis Day for Unifor Members in Cape Breton. When a Unifor Member Employee who requests the day of June 11<sup>th</sup> off in accordance with Article 14 9.05 (b) the Employer will schedule the Employee accordingly. Davis Day is not a recognized paid holiday and premium pay for that day will not apply. (Unifor 10.01 (c))~~

### ~~18.02 Exception~~

~~Article 18.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday. (Unifor and NSNU have no such qualifiers).~~

### 18.03 Holiday Falling on a Day of Rest

When a day designated as a holiday coincides with the employee's day of rest, the Employer shall grant the holiday with pay on either:

- (a) the working day immediately following her day of rest; or

- (b) the day following the employee's annual vacation; or
- (c) another mutually acceptable day between the Employer and the employee.
- (d) **or paid, if mutually agreed. (CUPE 21.05)**

#### **18.04 Holiday Coinciding with Paid Leave**

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

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

- (a) Where an employee is regularly scheduled to work, in accordance with Article 14, and her regularly scheduled day of work falls on a paid holiday, as defined in Article 18.01, she shall receive compensation equal to two and one-half (2 ½) times her regular rate of pay as follows:
  - (i) compensation at one and one-half (1½) times her regular rate of pay, including the holiday pay, for the hours worked on the holiday; and
  - (ii) time off with pay in lieu of the holiday on an hour-for-hour basis at a mutually acceptable time. ~~prior to the end of the second calendar month immediately following the month in which the holiday fell.~~ **(Unifor 10.03 (b))**
- (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 18.05(a)(ii), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

#### **18.06 Overtime on a Holiday**

- (a) Where an employee is required to work overtime on a paid holiday, as defined in Article 18.01, she will receive compensation equal to 3.33 times her regular rate as follows:
  - (i) compensation at 2.33 times her regular rate of pay, including the holiday pay, for the hours worked on the holiday; and
  - (ii) time off with pay in lieu of the holiday on an hour for hour basis at a mutually acceptable time ~~prior to the end of the second calendar month immediately following the month in which the holiday fell.~~ **(Unifor has no such restriction)**

- (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 18.06 (a)(ii), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

### **18.07 Holiday Premium Pay**

- (a) An Employee Nurse who is not scheduled to work and is called in to work on a recognized Holiday without being given seventy-two (72) hours notice shall be paid at the rate of two-and-one-half times (2.5x) the Employees' Nurses' regular rate of pay. This provision excludes Casual Employees Nurses (except a Casual Employee Nurse while in a Short or Long Assignment Temporary Position). (NSNU 10.18 (c)).

She shall receive compensation equal to three-and-one-half (3.5) times her regular rate of pay as follows; (reflects language in L 42 18.05 and 18.06 above)

- (i) compensation at 2.50 times her regular rate of pay, including the holiday pay, for the hours worked on the holiday; (reflects NSNU payment in article 10.18 (c) and L42 language in 18.05 and 18.06 above) and
- (ii) time off with pay in lieu of the holiday on an hour for hour basis at a mutually acceptable time ~~within ninety (90) days of the holiday.~~ (reflects language in L 42 18.05 and 18.06 above)

### **18.08 Religious Day in Lieu**

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

### **18.09 Time Off in Lieu of Holiday**

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

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

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

- (i) **On an alternating year-to-year basis, an Employee shall be entitled to have either Christmas Day or New Year's Day scheduled off, unless mutually agreed otherwise. This does not preclude an Employee from mutually agreeing to being scheduled to work on both Christmas Day or New Year's Day in a year or to the Employee being scheduled to be off on both if staffing coverage permits. An Employee may mutually agree to work the same holiday (Christmas or New Year's) on successive years. Subject to operational requirements, employees who have Christmas Day or New Year's Day scheduled off may also have December 24<sup>th</sup> or December 31<sup>st</sup> respectively scheduled off. (CUPE 21.06 (i))**
- (ii) Every effort will be made to give at least two (2) other holidays off on the actual day of the holiday. (Local 42 from 18.10)

**NOTE: This Article is not intended to cover Monday to Friday Employees who are normally scheduled off for all Holidays. (CUPE 21.06)**

#### **18.11 Illness on a Paid Holiday**

- (a) An employee who is scheduled to work on a paid holiday, as defined in Article 18.01, and who is unable to report for work due to a reason covered by Article 19.11 (General Leave), shall receive sick leave for that day, and shall be granted time off in lieu of the holiday at a mutually acceptable time ~~prior to the end of the second (2<sup>nd</sup>) calendar month immediately following the month in which the holiday fell.~~ **(Unifor has no such restriction)**
- (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 18.10 (a), compensation shall be granted at the employee's regular rate of pay for those hours.
- (c) An employee who is on Short Term Illness pursuant to Article 21 (Illness/Injury Benefit), shall be deemed to have received the holiday pay on the day designated as a holiday.

#### **18.12 Time Off in Lieu for Part-time and Job Share Employees**

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

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

## ARTICLE 19 – LEAVES

### 19.01 Special Leave

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

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

### 19.02 Bereavement Leave

- (a) If a death occurs in the employee's immediate family when the employee is at work, the employee shall be granted leave with pay for the remainder of her scheduled shift. The employee shall also be granted seven (7) calendar days' leave of absence effective midnight following the death and shall be paid for all shifts the employee is scheduled to work during that seven (7) calendar day period. In any event, the employee shall be entitled to thirty-seven and one-half (37 ½) consecutive hours paid leave, even if this extends past the seven (7) calendar days leave. "Immediate Family" is defined as the employee's father, mother, guardian, **or a person for whom the employee is a guardian, (Unifor 1305) foster parent, (NSGEU L93, 94, 95 20.02 (a))** brother, sister, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-child or ward of the employee, grandparent or grandchild of the employee, step-mother, step-father, step-sister, step-brother, step-grandparent, step-grandchild, **brother-in-law and sister-in-law (CUPE 24.03 (b), Unifor 13.05)** and a relative permanently residing in the employee's household or with whom the employee permanently resides. For employees whose hours of work are seventy (70) hours bi-weekly or eighty (80) hours bi-weekly the entitlement shall be thirty-five (35)/forty (40) consecutive hours paid leave, even if this extends past the seven (7) calendar days.

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



- (b) **In the event that the funeral or internment for any of the Immediate Family does not take place within the period of bereavement leave provided but occurs later, the employee may defer the final day of his or her bereavement leave without loss of regular pay until the day of the funeral or internment. The employee shall notify the Employer of this deferment at the time of the bereavement leave. (NSGEU L93, 94, 95, 20.02 (h), NSNU 9.04 (h) CUPE 24.03 (d))**
- (c) ~~Every employee shall be entitled to leave with pay up to a maximum of one (1) day in the event of death of the employee's brother-in-law or sister-in-law, and may be granted up to two (2) days for travel for purposes of attending the funeral and shall be paid for those travel days which are not regularly scheduled days of rest.~~
- (c)(d) Every employee shall be entitled to one (1) day leave without pay, for the purpose of attending the funeral of an employee's aunt or uncle, niece or nephew, or the grandparents **or foster parents** of the spouse of the employee. **An Employee may be granted up to two (2) days for travel without pay for the purposes of attending the funeral (NSGEU L22, L93, 94, 95 20.02)** The employee may elect that such bereavement leave be paid by charging the time to the employee's accumulated vacation, accumulated holiday, or accumulated overtime.
- (d) The above entitlement is subject to the proviso that proper notification is made to the Employer.
- (e) If an employee is on **holiday**, vacation or sick leave **or using time in lieu** at the time of bereavement ~~or~~ the employee shall be granted bereavement leave and be credited the appropriate number of days to her **appropriate bank (CUPE 24.03 (e), NSNU 9.04 (g) L93,94,95 20.02 (g))** ~~vacation or sick leave credits.~~

### 19.03 Court Leave

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

- (a) to serve on a jury **(including the time spent in the jury selection process) (CUPE 24.20 (a), NSNU 9.06 (a));** or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a court; or
  - (ii) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or

- (iii) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.
- (c) Where an employee notifies the Employer in advance, where possible, that she is required to serve pursuant to the provisions of Article 19.03(b)(i), as a result of the functions the employee fulfills on behalf of the Employer on a day other than a regularly scheduled work day, **the time spent shall be considered time worked. (L93,94, 95 20.03(b))**

#### **19.04 Jury Compensation**

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

#### **19.05 Selection/Promotion Process Leave**

When an employee participates in an Employer personnel selection or promotion process, she shall be granted a leave of absence with pay for the period during which the employee's presence is required for purposes of the selection or promotion process **and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required. (L93, 94, 95 20.05)** Such leave of absence shall be requested by the employee of her immediate management supervisor as soon as the requirement of her presence is known.

#### **19.06 Pregnancy Leave**

- (a) The Employer shall not terminate the employment of an employee because of her pregnancy.
- (b) A pregnant employee ~~who has been employed with the Employer for at least one (1) year,~~ is entitled to an unpaid leave of absence of up to seventeen (17) weeks. **(CUPE 24.04 (a), NSNU 13.00 (a), Unifor 15.01, L93,94,95 20.07 (a))**
- (c) An employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (d) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (e) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery, and not later than the date of delivery.

- (f) Pregnancy leave shall end on such date as the employee determines, but not sooner than one (1) week after the date of delivery, and not later than seventeen (17) weeks after the pregnancy leave began.
- (g) A pregnant employee shall provide the Employer with at least four (4) weeks' notice of the date she will begin her pregnancy leave. Such notice may be amended from time to time by the employee:
  - (i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;
  - (ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date.
- (h) An employee shall endeavour to provide the Employer with four (4) weeks' notice, and in any event, shall not provide less than two (2) weeks' notice of the date the employee will return to work on completion of the pregnancy leave, unless the employee gives notice pursuant to Article 19.07(f).
- (i) Where notice as required under Article 19.06(g) or (h) is not possible due to circumstances beyond the control of the employee, the employee shall provide the Employer as much notice as reasonably practicable of the commencement of her leave or her return to work.
- ~~(j) The Employer may require a pregnant employee to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected unless the Employer can reasonably modify the employee's duties for the period required or temporarily re-assign the employee to alternate duties or another classification. The Union shall support any modification of duties or temporary re-assignment as provided in this provision.~~
- (j) Where an employee reports for work upon the expiration of the period referred to in Article 19.06(f), the employee shall resume work in the same position she held prior to the commencement of the pregnancy leave, with no loss of seniority or benefits accrued to the commencement of the pregnancy leave. Where the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change **but in any event the Employee shall be employed in a comparable position within the work site. (CUPE 24.11, NSNU 13.08)**
- ~~(j) While an employee is on pregnancy leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plans and shall continue to pay its share of premium costs for maintaining such coverage during the period of pregnancy leave.~~

- (k) While on pregnancy leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. ~~However, service accumulated during pregnancy leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which pregnancy leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the pregnancy leave granted under Article 19.06(b).~~

**While on pregnancy/birth or parental, or adoption leave, a Casual Employee shall continue to accrue and accumulate service and seniority at the same rate as before the leave for the duration of the leave and the Employee's service shall be deemed to be continuous.**

**When a Casual Employee returns to work on the expiration of a pregnancy, parental, or adoption leave, the Casual Employee shall resume casual status and he/she shall be credited with seniority hours during the leave period. The seniority hours credited shall be the average of the hours worked in the previous twelve (12) months, or if the Employee's length of employment is less than twelve (12) months, the average of the hours worked during the term of his/her employment. If the period of the leave is less than one year, then the accrual of seniority shall be pro-rated. In no case can an Employee accrue seniority for a single period of pregnancy, parental, adoption leave or disability in excess of one year. (CUPE 24.12 (b), IWK 1.04 (e) through (i))**

- (l) Leave for illness of an employee arising out of or associated with the employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 19.06(b), may be granted sick leave in accordance with the provisions of Article 21.
- (m) **Pregnancy/Birth Leave Allowance**
- (i) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (ii) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
- (1) Where the employee is subject to a waiting period of two (2) weeks before receiving E. I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each

week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;

- (2) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E. I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E. I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (iii) For the purpose of this allowance, an employee's weekly rate of pay will be one-half ( $\frac{1}{2}$ ) the bi-weekly rate of pay to which the employee is entitled for her classification on the date immediately preceding the commencement of her pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification. **For the purpose of this calculation the hours used for a part-time employee shall be the actual hours paid, or the hours based on the current appointment status of the part-time employee as a percentage of full-time hours, whichever is greater. (CUPE 24.09 (e), NSNU 13.04 (e)).**
- (iv) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (v) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half ( $\frac{1}{2}$ ) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (vi) It is understood that employees entitled to the seven (7) weeks Birth Allowance as provided in this Article may be eligible for an additional Parental Leave Allowance which, when combined with the Birth Allowance may result in eligibility up to a maximum of seventeen (17) weeks allowance.

#### 19.07 Parental Leave

- (a) An employee ~~who has been employed with the Employer for at least one (1) year, and~~ who becomes a parent for one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to ~~thirty five (35)~~ **fifty-**

**two (52) (CUPE 24.08, NSNU 13.05, L93,94,95 20.10 (a), Unifor 15.01 (a))**  
weeks.

- (b) Where an employee takes pregnancy leave pursuant to Article 19.06 and the employee's new born child or children arrive in the employee's home during pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and without the employee returning to work and ends not later than thirty-five (35) weeks after the parental leave began.
- (c) Where an employee did not take pregnancy leave pursuant to Article 19.06, parental leave begins on such date as determined by the employee, coinciding with or after the birth of the child or children first arriving in the employee's home, and ends not later than ~~thirty-five (35) weeks after the parental leave begins~~ ~~or~~ fifty-two (52) weeks after the child or children first arrive in the employee's home ~~whichever is earlier~~.
- (d) Notwithstanding Article 19.07(b) or (c), where an employee has begun parental leave, and the child to whom the parental leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the employee is entitled to return to and resume work in the position held immediately before the leave began or, where that position is not available, the matter shall be referred to the Joint Committee on Technological Change. The employee is entitled to only one (1) interruption and deferral of each parental leave.
- (e) The employee shall give the Employer two (2) weeks' notice of the date the employee will begin parental leave.
- (f) The employee shall give the Employer two (2) weeks' notice of the date the employee will return to work upon completion of the parental leave.
- (g) Where an employee reports for work upon the expiration of the period referred to in Article 19.07(a), the employee shall resume work in the same position she held prior to the commencement of the parental leave. If the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change **but in any event the Employee shall be employed in a comparable position within the work site. (CUPE 24.11, NSNU 13.08)**
- (h) While on parental leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. ~~However, service accumulated during parental leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which parental leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the parental leave granted under Article 19.07(a).~~

While on ~~pregnancy/birth or parental, or adoption~~ leave, a Casual Employee shall continue to accrue and accumulate service and seniority at the same rate as before the leave for the duration of the leave and the Employee's service shall be deemed to be continuous.

When a Casual Employee returns to work on the expiration of a pregnancy, parental, or adoption leave, the Casual Employee shall resume casual status and he/she shall be credited with seniority hours during the leave period. The seniority hours credited shall be the average of the hours worked in the previous twelve (12) months, or if the Employee's length of employment is less than twelve (12) months, the average of the hours worked during the term of his/her employment. If the period of the leave is less than one year, then the accrual of seniority shall be pro-rated. In no case can an Employee accrue seniority for a single period of pregnancy, parental, adoption leave or disability in excess of one year. **(CUPE 24.12 (b))**

- (i) ~~The employee shall have the option of maintaining the benefit plans in which the employee participated prior to the commencement of the employee's parental leave.~~
- ~~(j) The Employer shall notify the employee of the option and the date beyond which the option referred to in Article 19.07(i) may no longer be exercised at least ten (10) days prior to the last day on which the option could be exercised to avoid an interruption of benefits.~~
- (k) ~~Where the employee opts in writing to maintain the benefit plans referred to in Article 19.07(i), the employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plans, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.~~

#### 19.08 Adoption Leave

- (a) An employee who ~~has been employed with the Employer for at least one (1) year,~~ who becomes a parent for one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children pursuant to the law of the Province is entitled to an unpaid leave of absence of up to ~~thirty five (35)~~ **fifty-two (52)** **(CUPE 24.08, NSNU 13.05, L93,94,95 20.11 (a), Unifor 15.03 (c))** weeks, or more, if required by the adoption agency.
- (b) The Employer shall require an employee who requests Adoption Leave pursuant to Article 19.08(a) to submit a certificate from an official in the Department of Community Services, or equivalent, to establish the entitlement of the employee to the Adoption Leave.

- (c) Adoption leave begins on such date as determined by the employee, coinciding with the child or children first arriving in the employee's home, and ends not later than ~~thirty five (35) weeks after the adoption leave begins or~~ **fifty-two (52)** weeks after the child or children first arrive in the employee's home, ~~whichever is earlier.~~
- (d) Notwithstanding Article 19.08(b), where an employee has begun adoption leave, and the child to whom the adoption leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the employee is entitled to return to and resume work in the position held immediately before the leave began or, where the position is not available, the matter shall be referred to the Joint Committee on Technological Change. The employee is entitled to only one (1) interruption and deferral of each adoption leave.
- (e) The employee shall give the Employer two (2) weeks' notice of the date the employee will begin adoption leave.
- (f) The employee shall give the Employer two (2) weeks' notice of the date the employee will return to work upon completion of the adoption leave.
- (g) Where an employee reports for work upon the expiration of the period referred to in Article 19.08(a), the employee shall resume work in the same position she held prior to the commencement of the adoption leave. If the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change **but in any event, the Employee shall be employed in a comparable position within that work site. (CUPE 24.11, NSNU 13.08)**
- (h) While on adoption leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. ~~However, service accumulated during adoption leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which adoption leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the adoption leave granted under Article 19.08(a).~~

**While on ~~pregnancy/birth or parental, or~~ adoption leave, a Casual Employee shall continue to accrue and accumulate service and seniority at the same rate as before the leave for the duration of the leave and the Employee's service shall be deemed to be continuous.**

**When a Casual Employee returns to work on the expiration of a pregnancy, parental, or adoption leave, the Casual Employee shall resume casual status and he/she shall be credited with seniority hours during the leave period.**



**The seniority hours credited shall be the average of the hours worked in the previous twelve (12) months, or if the Employee's length of employment is less than twelve (12) months, the average of the hours worked during the term of his/her employment. If the period of the leave is less than one year, then the accrual of seniority shall be pro-rated. In no case can an Employee accrue seniority for a single period of pregnancy, parental, adoption leave or disability in excess of one year. (CUPE 24.12 (b))**

(i) **Parental and Adoption Leave Allowance**

- (i) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to the *Employment Insurance Act, 1996*, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (ii) The parental leave allowance of an employee who has taken the pregnancy/birth leave allowance, shall begin immediately upon the exhaustion of the pregnancy/birth allowance without the employee's returning to work.
- (iii) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
  - (1) Where the employee is subject to a waiting period of two (2) weeks before receiving E. I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
  - (2) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E. I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E. I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (iv) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks

by the regularly scheduled full-time hours of work for the employee's classification. **For the purpose of this calculation the hours used for a part-time employee shall be the actual hours paid, or the hours based on the current appointment status of the part-time employee as a percentage of full-time hours, whichever is greater. (CUPE 24.09 (c), NSNU 13.06 (c)).**

- (v) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (vi) The Employer will not reimburse the employee for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

#### **19.09 Group Benefit Plan Continuation**

**While an Employee is on pregnancy/birth or parental, or adoption leave, the Employer shall permit the Employee to continue participation in the Medical, Extended Health, Group Life and any other employee benefit plan including LTD and Pension Plans ~~NSAHO Group Health, LTD and Pension Plans~~ (subject to the eligibility provisions of the Plans) provided the Employee agrees to pay the Employee's share of the benefit premium contribution.**

**In this circumstance, the Employer shall continue to pay the Employer share of the premium contribution for the seven (7) week period of the Pregnancy/Birth leave and/or the ten (10) week period of the Parental or Adoption Leave. In no case will the Employer be responsible for cost-sharing of premiums beyond seventeen (17) weeks.**

**Following this period, the Employee shall be responsible to pay both the Employer and the Employee's shares of the premium costs to maintaining such coverage for the remainder of the Leave of Absence. (CUPE 24.13, NSNU 13.10)**

The Employer shall notify the employee of the option and the date beyond which the option referred to in **this Article 19.07(i)** may no longer be exercised at least ten (10) days prior to the last day on which the option could be exercised to avoid an interruption of benefits.

Where the employee opts in writing to maintain the benefit plans referred to in **this Article 19.07(i)**, the employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plans, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged. **(The preceding two paragraphs were re-located from Local 42 19.07 (j) and (k))**

### 19.10 Leave for Birth of Child

On the occasion of the birth of ~~his~~ a child, a spouse who is an employee shall be granted special leave ~~with pay up to a maximum of one (1) day~~ **without loss of regular pay up to a maximum of 15 scheduled hours** during the confinement of the mother (**CUPE 24.14, NSNU 13.11, Unifor 15.02 (a)**). This leave may be divided into two periods and granted on separate days.

### 19.11 Leave for Adoption of Child

An employee shall be granted one ~~(1) day's~~ leave ~~with pay~~ **without loss of regular pay up to a maximum of 15 scheduled hours** (**CUPE 24.15, NSNU 13.12, Unifor 15.02 (b)**) for the purpose of the adoption of a child by the employee, or the employee's spouse. This leave may be divided into two (2) periods and granted on separate days.

### 19.12 General Leave

~~The following General Leave benefits apply to all employees at the NSHA except for NSGEU members employed in Public Health Addictions and Continuing Care in the Western, Northern and Eastern Zones. General Leave benefits for those employees are outlined in Appendix X, Sick Leave for PHACC employees. (NEW)~~

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

- (i) **Personal Illness and Injury**

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

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

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

The immediate management supervisor may require proof of the need for such leave as she considers necessary.

(iii) **Leave for Emergency**

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

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

Employees shall be allowed paid leave of absence up to three (3) working days per fiscal year, in order to engage in personal preventative medical and dental care **or to engage in the personal preventative medical and dental care of an immediate family member. (NSNU 20.13 (c), L93, 94, 95 20.06, CUPE 24.17 (c), Unifor 11.07 (a))**

- (d) For clarification, the combined use of General Leave shall not exceed fifteen (15) days per fiscal year, and within the fifteen (15) days:
- (i) leave for family illness shall not exceed five (5) days per fiscal year;
  - (ii) leave for emergency shall not exceed two (2) days per fiscal year;
  - (ii) leave for medical and dental appointments shall not exceed three (3) days per fiscal year;
  - (iv) leave for personal illness and injury shall not exceed fifteen (15) days per fiscal year;
- (e) The first three days of any absence taken pursuant to Article 21, Illness/Injury Benefit, shall be counted as three (3) days of General Leave.
- (f) A new employee who is appointed subsequent to April 1 shall have her maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service she will accumulate in the fiscal year of appointment.
- (g) Employees who exhaust all or part of their fifteen (15) days' entitlement in one fiscal year will have it reinstated on April 1 of the following fiscal year.

**19.13 In-Services, Conferences, Education (NEW)**

- (a) The Employer may grant permission to an employee to attend in-service conference(s), where in the opinion of the Employer, such a conference is relevant

to the employee's respective field and where such attendance will not interfere with efficient operation. Such permission shall not be unreasonably withheld.

- (b) Where an in-service conference(s) is not held during the employee's scheduled hours of work, the employee shall be paid for all hours of attendance in accordance with Article 15 or Article 39, whichever is applicable.
- (c) **When an Employee is on duty and authorized 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 of 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 courses. A Casual Employee shall be entitled to compensation as pay only.~~ The Employee shall be paid for all hours of attendance in accordance with Article 15 or Article 39, whichever is applicable. 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. Wherever possible the Employer will make every effort to arrange for the presentation of the required training / education during an Employee's scheduled hours of work. (CUPE 24.16)**

- (d) **The Employer may grant leave of absence without loss of regular pay for a maximum of fifteen (15) hours per year, taken on not more than four (4) occasions per year without loss of seniority to write examinations to upgrade employment qualifications. Such examinations must relate to the Employee's position with the Employer. (Unifor 14.6)**

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

- (a) Time lost by an employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an employee finds it necessary to seek permission to leave prior to the end of the regular shift must be:
  - (i) made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor; or
  - (ii) charged to the employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or
  - (iii) otherwise deemed to be leave without pay.

~~(b) Notwithstanding 19.1413(a), reasonable lateness beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 19.1413(a)(i), (ii), or (iii), where the lateness is justified by the employee being able to establish to the satisfaction of the immediate management supervisor that every reasonable effort has been made by the employee to arrive at her work station at the scheduled time.~~

(b) Time lost by an employee of less than two (2) hours for a scheduled shift due to such conditions will be compensated as regular time worked.

All time lost in excess of two (2) hours in a scheduled shift will be deemed to be leave, and shall, at the employee's option, be:

(i) made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor; or

(ii) charged to the employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or

(iii) otherwise deemed to be leave without pay. (IWK 18.13 (b) and (c))

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(c) No discrimination is to be practised in the administration of this Article resulting from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, car pools, etc.

(d) **The Employer may, in the event of storm conditions or because of the condition of public streets and highways, and in circumstances where it can be accommodated within operational requirements, determine it appropriate to allow employees to leave work prior to the end of their regular shift, and any time missed from the shift in such circumstances will not be subject to the provisions of Article 19.14 20.21(a) (i), (ii), or (iii). Decisions by the Employer in regard to the application of Article 19.14 20.21 (b) shall not be made the subject of employee or Union grievances alleging inconsistent treatment of employees. (L93, 94, 95 20.21 (b))**

### 19.15 Prepaid Leave

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

(b) **Notwithstanding 19.15(a) any employees currently enrolled in or on a deferred or prepaid leave program would remain covered by their existing program or completion of the prepaid or deferred leave program. (NEW)**

### 19.16 Leave of Absence for Political Office

- (a) In this Article “Candidate” means a person who has been officially nominated as a candidate, or is declared to be a candidate by that person, or by others, with that person’s consent, in a Federal or Provincial or **Municipal** election. **(CUPE 24.01 (a) NSNU 9.07 (a), L93,94,95 20.22)**
- (b) An employee who is a candidate and wishes a leave of absence shall apply to the Employer and the leave of absence shall be granted.
- (c) Where the employee withdraws as a candidate and before the election, notifies the Employer of the employee’s intention to return to work, the employee is entitled to return, to the position the employee left, two weeks after the notice has been given to the Employer unless the Employer and the employee both agree to the employee returning at another time.
- (d) An employee’s leave of absence to be a candidate shall terminate on the day the successful candidate in the election is declared elected unless, on or before the day immediately after ordinary polling day, the employee notifies the Employer that the employee wishes her leave of absence to be extended for such number of days, not exceeding ninety (90), as the employee states in the notice and in such case the leave of absence shall terminate as stated in the notice.
- (e) An employee on leave of absence who is an unsuccessful candidate is entitled to return to the position which that employee left. If the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.
- (f) The leave of absence of an employee who is a successful candidate shall be extended from ordinary polling day of the election of which the employee is elected until two weeks after:
  - (i) the employee resigns from the position to which the employee was elected where that resignation occurs before the next election;
  - (ii) where the Assembly is dissolved for the next election, the date the employee notifies the Employer that the employee does intend to be a candidate at that next election;
  - (iii) the date nominations close for the next election if the Candidate has not been officially nominated as a Candidate; or
  - (iv) declaration day for the next election when it is official that the employee has not been re-elected, whichever is the latest.
- (g) Where an employee is elected for the second time, the leave of absence for the employee to be a Candidate terminates on the day the employee is declared

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

- (h) An employee who is not re-elected in the second election during the leave of absence may return to the position that employee left, or, where that position no longer exists the matter shall be referred to the Joint Committee on Technological Change.
- (i) During the employee's leave of absence to be a Candidate, the employee shall not be paid but the employee, upon application to the Employer at any time before the leave of absence, is entitled to pension credit for service as if the employee were not on a leave of absence and to medical and health benefits, long term disability coverage and life insurance coverage, or any one or more of them, if the employee pays both the employee's and Employer's share of the cost.
- (j) **Upon return, the Employee will be placed in a position determined in accordance with the needs of the Employer at that time. The Employee shall be placed on the same level of the increment scale the Employee formerly occupied prior to commencing the leave of absence. The Employee shall retain all benefits which accrued up to the time the Employee commenced the leave of absence, including service. The Employee shall continue to accrue seniority during the leave of absence. (CUPE 24.01 (a) (iii), NSNU 9.07(c))**

#### **19.17 Military Leave**

- (a) Where operational requirements permit, an employee may be granted leave of absence with pay to a maximum of two (2) weeks for the purpose of taking military training or serving military duty.
- (b) An employee who is given leave of absence with pay pursuant to this Article shall have deducted from her salary an amount equal to the amount paid by the Department of National Defence to her as salary.
- (c) Where an employee uses vacation entitlement for the purpose of taking military training or serving military duty pursuant to this Article, she shall receive full salary from the Employer notwithstanding amounts paid to her by the Department of National Defence.

#### **19.18 Education Leave**

- (a) The Employer may enter into individual return of service agreements with employees in relation to educational programs which extend for a period in excess of six (6) calendar months and where participation in the program by the employee is voluntary. The Union shall be a party to all such agreements.



- (b) Where the Employer requires and authorizes in writing an employee to pursue an educational program which specifically relates to job requirements, a full or partial leave of absence with pay may be granted to the employee. Where leave is granted, the Employer will pay for tuition and books.
- (c)
  - (i) A leave of absence without pay may be granted to an employee for the purpose of pursuing an educational program.
  - (ii) The employee shall have the option of maintaining the benefit plans in which the employee participated prior to the commencement of the employee's education leave.
  - (iii) The Employer shall notify the employee of the option referred to in Article 19.18~~17~~(c)(ii) and the date beyond which the option may no longer be exercised at least ten (10) days prior to the last day on which the option could be exercised to avoid an interruption of benefits.
  - (iv) Where the employee opts in writing to maintain the benefit plan referred to in Article 19.18 ~~17~~(c)(ii), the employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's portion thereof, and the Employer shall process the documentation and payments as arranged.
  - (v) Where operational requirements permit, and on reasonable notice, leave of absence for education purposes shall not be unreasonably denied.
- (d) Upon completion of education leave pursuant to this Article, an employee shall be entitled to return to her former position. Where the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

**19.19 Where an Employee is a volunteer firefighter and the Employer approves the Employee leave during the shift, the Employee will suffer no loss of regular pay while performing their duties as a volunteer firefighter responding to an emergency call. (CUPE 24.24, Unifor 14.07)**

## 19.20 Compassionate Care Leave

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

An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to twenty-eight (28) ~~eight (8)~~ weeks, or in accordance with Labour Standards, to provide care or support to: to provide care or support to:

- the spouse of the Employee,
- a child or step-child of the Employee,
- a child or step-child of the Employee's spouse,
- a parent or step-parent of the Employee,
- the spouse of a parent of the Employee,
- the sibling or step-sibling of the Employee,
- the grandparent or step-grandparent of the Employee,
- the grandchild or step-grandchild of the Employee,
- the guardian of the Employee,
- the ward of the Employee,
- a relative of the Employee permanently residing in the household of the Employee or with whom the Employee permanently resides,
- the father-in-law or mother-in-law of the Employee,
- the son-in-law or daughter-in-law of the Employee, or
- any other person defined as "family member" by Regulations made pursuant to the *Labour Standards Code*, as amended from time to time.

**(List expands beyond Labour Standards. It reflect CUPE, Unifor & NSNU 9.05)**

Where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued or, in the case where the Employee began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the Employee must provide the Employer with a copy of the certificate. 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 request for leave.

The Employee may take up to a maximum of twenty eight (28) ~~eight (8)~~ weeks of leave during the maximum of twenty-six week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week's duration. The period of leave shall end when the earlier of the following occurs:

- the recipient of the care or support dies, or
- the expiration of the twenty-six (26) week period.

An Employee who intends to take this leave shall advise the Employer as soon as possible. The Employer shall grant to the Employee the option of maintaining a benefit plan in which the Employee participated before the beginning of the leave (subject to the eligibility requirements of the plan(s)) and shall notify the Employee in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits. Where the Employee opts in writing to maintain the benefit plan, the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged. **(CUPE 24.23)**

#### **19.21 Leave for Parent of a Critically Ill Child**

An Employee who has been employed by the Employer for a period of at least six (6) consecutive months of continuous employment and is the parent of a critically ill child is entitled to an unpaid leave of absence of up to thirty-seven (37) weeks to provide care for the critically ill child.

A "critically ill child" is a person under 18 years of age, on the day the leave begins, whose health has changed and whose life is at risk as a result of an illness or injury (as defined under the Employment Insurance Regulations).

A parent includes an adoptive parent, a person who has custody of the critically ill child, a guardian of the critically ill child or a person with whom the child is placed for purposes of adoption.

An Employee who intends to take this leave shall advise the Employer as soon as possible.

In order to qualify for the leave an employee must provide the employer with a medical certificate issued from a "Specialist Medical Doctor", as defined under the Employment Insurance Regulations, stating that the child is critically ill or injured and requires the care or support of one or more of his or her parents.

The Employer shall grant to the Employee the option of maintaining a benefit plan in which the Employee participated before the beginning of the leave (subject to the eligibility requirements of the plan(s)) and shall notify the Employee in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits. Where the Employee opts in writing to maintain the benefit plan, the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's share thereof,

**and the Employer shall process the documentation and payments as arranged.**  
**(NEW)**

~~ARTICLE 20 - GROUP INSURANCE~~

~~ARTICLE 20.01 27 - PENSION PLAN, GROUP LIFE INSURANCE & MEDICAL PLAN  
& LONG TERM DISABILITY PROGRAM~~

~~207.01~~ — The Employer will continue the existing pension and insurance plans as amended from time to time. The conditions established in these plans respecting eligibility and contributions shall govern, notwithstanding any other provisions of this Agreement.

~~207.02~~ The Employer shall pay sixty-five percent (65%) of the cost of premiums of the Nova Scotia Association of Health Organizations Blue Cross Medical Insurance and the Nova Scotia Association of Health Organizations Dental Care Plan or their equivalents. This provision shall apply to employees who agree to pay the other thirty-five percent (35%) of the premium. Participation in the Dental Care Plan is mandatory for all employees who meet the eligibility requirements, unless the employee provides proof of alternate coverage through a spouse's plan.

~~207.03~~ The Union if it requests, may review the current financial statement of the existing pension plan.

~~207.04~~ The Employer and the Union agree to include all employees of the bargaining unit as participants in the LTD Program. Terms and conditions for participation in the LTD Program as well as the payment of benefits shall be determined by the LTD Program.

~~20.01~~

~~(a) — The Employers will continue to participate with employees in the provision of group life and medical plans (the NSAHO plan, former Capital Health Plan and the former Public Health Addictions and Continuing Care plan as exist at the coming into force of this Agreement unless amended by mutual consent. The Employers agrees to pay 65% of the total premium cost for all employees covered by the health and dental care plans attached hereto and forming part of this Agreement. The Employer agrees to pay 50% of the Group Life Plan.~~

~~(b) — Should an employee transfer for any reason into another position they shall be enrolled in the Medical and Group Life plans applicable to that position as a continuing employee without being subject to pre-existing conditions or disruptions in coverage.~~

~~20.02 - Long Term Disability Plans~~

~~There are two Long Term Disability Plans in operation at the NSHA. All Employees at the former Capital District Health Authority and Public Health Addictions and Continuing Care are covered by the Nova Scotia Public Service Long Term Disability Plan. All other Employees are covered by the Nova Scotia Association of Health Organizations Long Term Disability programs.~~

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

~~Should an Employee transfer for any reason into another position they shall be enrolled in the LTD plan applicable to that position as a continuing employee without being subject to pre-existing conditions or disruptions in coverage.~~

~~Should an Employee who is in the elimination period or actively in receipt of LTD or in the act of applying for or appealing an LTD denial, transfer for any reason into another position that Employee shall remain in the LTD plan associated with their original position until the final disposition of their claim.~~

## ARTICLE 21 - ILLNESS/INJURY BENEFIT

The following sick leave benefits apply to all employees at the IWK **(NEW)** ~~The following sick leave benefits apply to all employees at the NSHA except for NSGEU members employed in Public Health Addictions and Continuing Care in the Western, Northern and Eastern Zones. Sick leave benefits for those employees are outlined in Appendix 15, Sick Leave and Special Leave for PHACC employees. (NEW)~~

### 21.01 Sick Leave

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. **(CUPE 23.01(a))**

### 21.02 Short-Term Illness Leave Benefit

An employee who is unable to perform her duties because of illness or injury for a period of absence exceeding three (3) consecutive working days may be granted leave of absence at seventy-five per cent (75%) normal salary for those days in excess of the three (3) consecutive working days for each incidence of short-term illness for a maximum of one-hundred (100) days. The first three (3) days of such absence shall be deducted from the General Leave provided for in Article **19.12** ~~19.11~~.

### 21.03 Joint Rehabilitation Advisory Committee

Within sixty (60) days of the signing of the Agreement, the parties are to establish **one** ~~a~~-Joint Rehabilitation Advisory Committee **for each union.** **(NEW)** ~~This~~-~~These~~ committees will support the Unions and the Employers to:

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

### 21.04 Recurring Disabilities

- (a) An employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days again becomes unable to work because of the same illness or injury will be considered to be within the original short-term leave period as defined in Article **21.021**.

- (b) An employee who returns to work after a period of short-term illness leave and after working thirty (30) or more consecutive work days, again becomes unable to work because of the same illness or injury, will be considered to be in a new illness leave period and entitled to the full benefits of Article 21.024.
- (c) An employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days subsequently becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new illness leave period and entitled to the full benefits of Article 21.024.
- (d) The provisions of Article 21.043(c) shall not apply to an employee who has returned to work for a trial period. In such a case, the employee will be considered to be within the original short-term leave period as defined in Article 21.024.
- (e) The Employer may require a trial period for any employee who returns to work after short term illness.

#### **21.05 Benefits Not Paid During Certain Periods**

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

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

#### **21.06 Benefits/Layoff**

- (a) When an employee is on short term illness and is deemed eligible for long term disability and is laid off, she shall be covered by both short term and long term benefits until termination of illness or disability entitlement. When such an employee has recovered or is capable of returning to work, she shall be covered by the provisions of Article 32.
- (b) During the period an employee is on layoff status, she shall not be entitled to benefits under Article 21 for an illness or disability which commenced after the effective date of layoff. When such an employee is recalled and returns to work, she shall be eligible for participation in all benefits.
- (c) The continuation of benefits payable pursuant to Article 21.065 shall include any benefits payable in accordance with the Long Term Disability Plan.



### **21.07 Long-Term Disability**

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

### **21.08 Payment for Certificates and Examinations**

**Where an Employee is required by the Employer to submit detailed medical certificates or reports pursuant to a required medical examination, the Employer shall be responsible for paying the direct cost of any such examination, medical certification forms or reports. (NSNU 20.11, Unifor 11.05)**

### **21.09 Time Off for Certificates and Examinations**

**Where an Employee has submitted a medical form to the Employer which indicates that the Employee is able to return to work on a specific date and the Employer requires further medical documentation which delays the Employee's return to work, the Employer will pay the Employee for all regular shifts that the Employee is or would have normally been scheduled to work, should the subsequent medical documentation confirm the original documentation that the Employee was able to return to work. No deductions will be made from her or his sick leave credits for this time. For the purposes of this Article, "regular shifts that a Part Time Employee is or would have normally been scheduled to work" shall be the actual hours scheduled, or if the Employee does not have a regular rotation, the hours based on the current appointment status of the part Time Employee as a percentage of full time hours. (NSNU 20.12)**

### **21.10 Deemed Salary**

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

### **21.11 Proof of Illness**

An employee may be required by the Employer to produce a certificate from a legally qualified medical practitioner for any period of absence for which sick leave is claimed by an employee and if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's pay. Where the Employer has reason to believe an employee is misusing sick leave privileges, the Employer may issue to the

employee a standing directive that requires the employee to submit a medical certificate for any period of absence for which sick leave is claimed.

### **21.12 Sick Leave Application**

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

### **21.13 Unearned Credits Upon Death**

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

### **21.14 Sick Leave Records**

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

### ~~**21.12 Employer Approval**~~

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

### **21.15 Alcohol, Drug and Gambling Dependency**

- (a) Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcoholism, drug dependency or gambling dependency, to undergo a coordinated program directed to the objective of their rehabilitation.
- (b) **When an Employee is required to submit to random body fluid testing as a part of a settlement agreement between the Employer, the Union and an Employee, the Employer shall pay the cost of such testing where not available through long term disability coverage. (NSNU 24.01)**

### **21.15 Confidentiality of Health Information**

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

### **21.16 Report of Injuries**

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

### **21.17 Employee Entitlement**

- (a) Except as provided for in Memorandum of Agreement #1, an employee whose illness or injury is one which is covered by the terms of the *Nova Scotia Workers' Compensation Act* is not entitled to receive any benefits pursuant to Article 19.12~~4~~, General Leave, and/or Article 21.02~~4~~, Short-term Illness Leave Benefit, for the illness or injury which is covered by the *Workers' Compensation Act*.

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

### **21.18 Recurring Disability**

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

### **21.19 Alternate Medical Practitioner**

For the purpose of this Article,

- (a) the Employer may require that the employee be examined by an alternate medical practitioner. If the employee is dissatisfied with the alternate medical practitioner selected by the Employer, the employee shall advise the Employer accordingly, in

which case the Employer will provide the employee with the names of three (3) practitioners and the employee will select one (1) of the three.

- (b) Where the Employer refers an employee to an alternative medical practitioner pursuant to this Article, and where medical fees in excess of those covered by Medical Services Insurance are incurred by the employee, the Employer shall pay the cost of these fees.

#### **21.20 Ongoing Therapy**

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

#### **21.21 Benefits Injured on Duty**

**Where an Employee is unable to work as a result of an injury on duty the Employer shall:**

- a) Accumulate vacation credits for the Employee to a maximum of one year's vacation credits. (CUPE 23.07(b)(ii), NSNU 16.02(b), Unifor 33.01(b))**
- b) Continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the NSHEPP Pension Plan, the Nova Scotia Superannuation Pension Plan as well as any Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35% and Group Life 50/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of the WCB period. This shall not determine the Employee's eligibility to participate in the Plans. (CUPE23.07(b)(iii), NSNU 16.02(c), Unifor 33.01(ii))**

#### **21.22 Unpaid Leave**

**An Employee who has used all her or his sick leave benefits and is still unfit to return to work but intends to return to work, will be granted an unpaid leave of absence. ~~Subject to Article 23.08,~~ continuation of such leave shall be subject to a periodic review by the Employer of the Employee's circumstances and the potential of the Employee to return to work (CUPE 23.08)**

#### **21.23 Union Representation**

**An Employee has the right to be accompanied by a representative of the Union in a meeting with an Employer to discuss her or his ability to attend work regularly due to their health. The Employer shall be advised of the right prior to the scheduling of a meeting. (NSNU 20.05)**

## **ARTICLE 22 - EMPLOYEE PERFORMANCE REVIEW & EMPLOYEE FILES**

### **22.01 Employee Performance Review**

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

### **22.02 Record of Disciplinary Action\***

- (a) The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware at the time of filing.
- (b) ~~Notice of a disciplinary action which may have been placed on the personal file of an employee shall be destroyed after four (4) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.~~

**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 performance 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 (18) month period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected. The Employee's written response to any item on file shall become part of the personnel file.**

- (c) **An Employee, who has been subject to a period of paid or unpaid suspension, may after four (4) years of continuous Service from the date of the suspension request in writing that the performance file be cleared of any record of 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. (CUPE 13.03)**

### **22.03 Notice of Performance Improvement Requirements**

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

### **22.04 Employee Access to Personnel File**

Employees shall have access to their personnel files upon reasonable notice. Employees or persons authorized by them in writing, shall be entitled to obtain copies of any material on their personnel file upon reasonable notice. **The Employee may have a Union representative present when viewing the file. (L93, 94, 95 23.04 (a)).**



## ARTICLE 23 - DISCIPLINE AND DISCHARGE

### 23.01 Just Cause

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

### 23.02 Notification

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

~~23.03 When an employee is required to attend a meeting where formal discipline, other than a verbal warning, will be imposed, she may be accompanied by a Union representative provided that this does not result in any undue delay of appropriate action being taken.~~

**Where an Employee is required to attend an investigative meeting or a meeting which, at the time it is scheduled, appears likely to result in discipline being imposed against that particular Employee, the Employee shall be accompanied by a Union Representative. (CUPE 10.03, L92, L93, L94)**

### 23.04 Grievances

Where an employee alleges that she has been **suspended or (CUPE 11.02)** discharged in violation of Article 23.01, she may within ten (10) days of the date on which she was notified in writing or within twenty (20) days of the date of her discharge, whichever is later, invoke the grievance procedure including provisions for Arbitration contained in Article 26, and for the purpose of a grievance, alleging violation of Article 23.01 she may lodge her grievance at the final level of the grievance procedure.

### 23.05 Reinstatement

**Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 23.01 ~~24.01~~, that employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him if he had not been suspended or discharged. One of the benefits he shall not lose is his regular pay during the period of suspension or discharge which shall be paid to him at the end of the next complete pay period following the reinstatement. (L93, 94, 95 ~~24.04~~)**

## ARTICLE 24 - NOTICE OF RESIGNATION

### 24.01 Notice of Resignation

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

### 24.02 Absence Without Permission

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

### 24.03 ~~Failure to Give Notice~~

- ~~(a) An employee who fails to give notice required by Article 24.01, or who is deemed to have resigned by virtue of 24.02, shall be struck from the payroll effective the date she absents herself without leave, and shall have deducted from monies owed her by the Employer from all sources, including any vacation pay, a sum equivalent to the salary payable to her for the period of notice which she failed to work.~~
- ~~(b) If the employee is reinstated in accordance with 24.02(b), then any deductions made pursuant to 24.03(a) shall be reinstated. (No one else has this language)~~

### Acknowledgment of Letters of Resignation

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

### 24.04 Withdrawal of Resignation

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

## ARTICLE 25 - GRIEVANCE PROCEDURE

### 25.01 Grievances

- (a) An employee(s) who feels that she has been treated unjustly or considers herself aggrieved by any action or lack of action by the Employer shall first discuss the matter with her immediate management supervisor no later than twenty-five (25) days after the date on which she became aware of the action or circumstance. The employee(s) may have a Steward present if so desired.
- (b) The supervisor shall answer the dispute within two (2) days of the discussions unless the Union agrees to extend this time limit.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and the supervisor shall be notified accordingly.
- (d) In each of the following steps of the grievance procedure, a meeting or meetings with the Union representative named in the grievance and the Employer's designated representative, shall be arranged at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure, if requested by either party. Where a meeting or meetings are not requested by either party, the Employer shall provide a response to the grievance, as outlined in the grievance procedure below.

### 25.02 Union Approval

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

### 25.03 (a) Grievance Procedure

The following grievance procedure shall apply:

#### Step 1

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

#### Step 2

Within five (5) days from the expiration of the five (5) day period referred to in Step 1, the grievance may be submitted in writing either by personal service or by

registered or certified mail to Employer's designate at Step 2 of the grievance procedure. Failing satisfactory settlement within ten (10) days from the date on which the grievance was received at Step 2, the grievance may be submitted to Step 3.

### Step 3

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

## **(b) Grievance Mediation**

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

## **25.04 Union Referral to Arbitration**

Failing satisfactory settlement at Step 3 or upon expiration of the fifteen (15) day period referred to in Step 3 of the grievance procedure, the Union may refer the grievance to arbitration under Article 26.

## **25.05 Union Representation**

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

## **25.06 Time Limits**

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

## **25.07 Amending of Time Limits**

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

## **25.08 Policy Grievance**

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

## **25.09 Sexual Harassment and Personal Harassment**

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

## **ARTICLE 26 - ARBITRATION**

### **26.01 Notification**

Either of the parties may, after exhausting the grievance procedure in Article 25, notify the other party within ninety (90) days of the receipt of the reply at Step 3 or such reply being due, of its desire to refer the grievance to arbitration pursuant to the provisions of the *Trade Union Act* and this Agreement.

### **26.02 Referral to Arbitration**

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

### **26.03 Relief Against Time Limits**

The time limit for the initial submission of the written grievance under Article 25 is mandatory. Subsequent time limits are directory and the arbitration board or single arbitrator shall be able to overrule a preliminary objection that the time limits are missed from Step 2 onward, providing that the board or arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Employer's position is not significantly prejudiced by the delay.

### **26.04 Regular Arbitration Procedure**

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

If the grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of the arbitrator within five (5) days of notice of arbitration in accordance with Article 26.01, the appointment shall be made by the Minister of Labour for Nova Scotia.

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

If the grievance is to be heard by a three-member arbitration board, the Union and the Employer shall each appoint a member of the arbitration board within five (5) days of notice of arbitration in accordance with Article 26.01. Should the appointed members fail to agree upon the appointment of a chair within five (5) days of their appointment, the Minister of Labour for Nova Scotia shall appoint the chair.

**(c) Arbitration Procedure**

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

**26.05 Expedited Arbitration Procedure**

**(a) Eligibility For Utilization**

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

**(b) Rules of Procedure**

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

**26.06 Arbitration Award**

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

**26.07 Arbitration Expenses**

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

**26.08 Pre Hearing Disclosure**

**The Arbitrator or Arbitration Board has the power to order pre-hearing disclosure of relevant documents at the request of one party to the Arbitration with notice to the other affected party. (NSNU 14.15, L22 24.08)**

**26.09 Consolidated Grievance Arbitration**

**The Union or the Employer may request in writing to all Parties involved that two (2) or more grievances be consolidated where:**

- (a) the grievances have been referred to arbitration;**

~~(b) — the grievances involve two or more Employers as identified in Article 4.02 (a); and~~

(b) the grievances involve the same alleged violation of the same article(s).

All Parties involved in the grievances must give written agreement to consolidate the grievances. ~~If it is agreed that the grievances shall be consolidated, Articles 14.13 to 14.17 shall apply to the consolidated grievances.~~ An Employer or the Union may withdraw from the consolidated grievances on fourteen (14) days' notice in writing to the other Parties. (NSNU 14.21)



## ARTICLE 27 - JOINT CONSULTATION

### 27.01 Joint Consultation

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

### ~~27.02 Provincial Labour Management Committee~~

- ~~(a) — There shall be one Provincial Labour Management Committee for all four Bargaining Units at the NSHA.~~
- ~~(b) — The Provincial Committee shall have up to three member representatives and one staff representative each from CUPE, Unifor, NSNU and the NSGEU. There shall be up to 16 Employer representatives on the Provincial Labour / Management Committee.~~
- ~~(c) — The participants in the Provincial Committee may change from time to time to reflect the issues being discussed by the Committee.~~
- ~~(d) — The Provincial Committee shall meet not less than four times per year. The Committee may mutually agree to variations of the make-up of the Committee and the meeting schedules. (NEW)~~

### ~~27.03 Health Care Bargaining Unit Labour Management Committee~~

- ~~(a) — There shall be one Health Care Bargaining Unit Labour Management Committee at the NSHA.~~
- ~~(b) — The Health Care Committee shall have up to three member representatives and one staff representative each from CUPE, Unifor and the NSGEU. There shall be up to 12 Employer representatives on the Provincial Labour / Management Committee.~~
- ~~(c) — The participants in the Health Care Committee may change from time to time to reflect the issues being discussed by the Committee.~~
- ~~(d) — The Health Committee shall meet not less than four times per year. The Committee may mutually agree to variations of the make-up of the Committee and the meeting schedules.~~

- ~~(e) — CUPE, Unifor and NSGEU are entitled to establish, with the mutual agreement of the Employer, Labour Management Committees to address matters in individual work locations or zones. (NEW)~~

#### ~~27.04 Committee Functions~~

~~The function of the Provincial and Health Care Committees shall be to discuss matters of mutual concern to the parties, but it is understood and agreed that the Committees will not discuss grievances. (Unifor 6.01)~~

#### 27.05 Re-imbusement for Committee Work

It is understood that the Union Committee members will be paid for time spent at such meetings during their regular working hours. Employees required to travel from his/her usual work location to attend such committee meetings, shall be paid the kilometre allowance as specified in Article 28.02. **(CUPE 9.04 , NSNU 28.06 and Unifor 6.01, L93, 94, 95 34.06)**

#### 27.06 Benefits Committees

- ~~(a) — The NSGEU and management in the Central Zone parties agree to establish a committee consisting of not more than two (2) representatives of each of the bargaining units and one (1) union representative from Head Office and a number of management representatives, to be determined by the Employer, to consider amendments to the existing **Great West Life** benefit plans (Group Life, Medical, Dental and Retirement Benefits) at the former **Capital District Health Authority**. (NEW)~~
- (b) A Provincial Group Benefits Committee will continue to provide advice and make recommendations regarding the group benefit plan administered by HANS (this does not include the LTD plan). The committee shall be comprised of representatives of the unions and employers, as follows ; one Union representative from each of the four Constituent unions (CUPE, Unifor, NSNU, and NSGEU) and Four employer representatives selected from both acute care and continuing care employers. A representative from the HANS Group Benefits Solutions will participate in the committee on an ex-officio basis.
- (c) The purpose of the Provincial Group Benefits **(NEW)** Committee is to provide a forum for constructive engagement amongst representatives of plan participants, employers, and the plan sponsor on issues of importance to the group benefits plan, including plan design, administration, and communication.

- (d) The Provincial Group Benefits (NEW) Committee shall operate in accordance with its terms of reference which shall include a process to be used to resolve issues which cannot be resolved through consensus among member of the committee.

## ARTICLE 28 – TRAVEL

~~The following Article applies to all Employees of the NSHA covered by this collective agreement except for those employed with Public Health Addictions and Continuing Care in the Eastern, Western and Northern Zones. Travel for those Employees is covered under Appendix 14. (NEW)~~

### ~~28.01 Employer's Travel Policy~~

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

### ~~28.02 Kilometrage Allowance~~

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

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

### 28.01 Reimbursement for Travel Between 2400 and 0600

An employee who is required to travel reasonable distances to and from work between 2400 and 0600 hours shall be entitled to be reimbursed for actual transportation expenses incurred to a maximum of Ten Dollars (\$10.00) each way per shift, or the kilometrage rate as per Article 29.04 to the above mentioned maximum.

### 28.02 Reimbursement for Transportation To and From Meetings

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

**28.03 Employees Providing Own Transportation**

Employees providing their own transportation will be reimbursed at the kilometreage rate as per Article 29.04 to the above maximum.

**28.04 Kilometrage Rate**

Effective on the date of signing of this Collective Agreement the kilometreage rate shall be the base Provincial Civil Service rate as adjusted from time to time effective the date of the announcement of such change by government.

**2805 Other Expenses**

In the event the employee's work requires her to be beyond a sixteen (16) kilometre radius of her regular workplace during her recognized lunch meal period, she shall be entitled to reimbursement for lunch up to a maximum of \$12.00. (Existing IWK language)

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**28.03 Other Expenses**

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

<b>rate)</b>	Breakfast	<del>\$6.00</del> <b>\$8.00 (L93,94,95, Current NSHA</b>
	Lunch	<del>\$12.00</del> <b>\$15.00 (Current NSHA rate)</b>
	Dinner	\$20.00
	Incidentals	\$5.00

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

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

- (b) Article 28.03(a) does not include meal, accommodations, and other routine employee expenses normally incurred in the course of the employee's work day. In the event the employee's work requires her to be beyond a sixteen (16) kilometer radius of the Employer's premises during the employee's recognized lunch meal period, the employee is entitled to the \$12.00 lunch allowance pursuant to Article 28.03(a).

- (c) Reasonable expenses incurred by employees on the business of the Employer shall be reimbursed by the Employer, provided approval for the expenditure has been obtained.

#### **28.04 Transportation To/From Work**

An employee who is required to travel to ~~and~~ **or (L 93,94,95 29.03)** from work between the hours of 2400 and 0600 shall be entitled to be reimbursed for actual transportation expenses incurred to a maximum of ~~\$10.00~~ **15.00 (NSNU 23.00 (a) L93, 94, 95 Article 29.03)** each way per shift or \$0.4015 per kilometre to the above-mentioned maximum.

|

NOTE: this is different from IWK, slightly different eligibility.

## ARTICLE 29 - RETIREMENT ALLOWANCE

### 29.01 Retirement Allowance

(a) An employee who resigns or who retires from employment and is immediately eligible for and commences receipt of pension under the **NSHEPP CDHA** pension plan, ~~the Provincial Superannuation Pension Plan or the Canada Pension Plan (CUPE 26.02 (a), NSNU 19.00, Unifor 24.01 (a))~~ immediately following **their** resignation / retirement shall be granted a Retirement Allowance equal to one (1) week's pay for each year of service to a maximum of twenty-six (26) years. The Retirement Allowance will include a prorated payment for a partial year of service.

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

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

(c) The entitlement of an employee to a Retirement Allowance shall be based on an employee's total service as defined in Article 1.02. A person can only receive a retirement allowance once, based on the same year(s) of service.

(d) In addition to the months of service upon which an employee's Retirement Allowance entitlement is calculated pursuant to (c), the months of prior War Service purchased by an employee in accordance with the amendment to Section 11 of the Public Service Superannuation Act, shall be included as months of service for the purpose of Retirement Allowance entitlement calculation.

(e) Where an employee dies and she would have been entitled to receive a Retirement Allowance if she had retired immediately before her death, the Retirement Allowance to which she would have been entitled shall be paid:

(i) to her beneficiary under the Group Life Insurance Policy; or

(ii) to her estate if there is no such beneficiary.

(f) Where the person to whom a Retirement Allowance is payable has not attained the age of nineteen (19) years or, in the opinion of the Governor in Council, is not capable of managing her affairs by reason of infirmity, illness or other cause, the Retirement Allowance shall be paid to such person as the Governor in Council directs as trustee for the benefit of the person entitled to receive the Retirement Allowance.

- (g) The salary which shall be used to calculate the amount of the Retirement Allowance in accordance with this Article shall be the highest salary the employee was paid during her employment with the Employer.

## **29.02 Applicable Employees**

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

## **29.03 Retiree Benefits**

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



## ARTICLE 30 - THE PENSIONS

### 30.01 Coverage of Employees

- (a) Employees who are presently covered by a pension plan shall continue to be covered by the terms of that plan, subject to any mutual agreement to the contrary.
- (b) ~~Employees newly hired in Public Health Addictions and Continuing Care in the Eastern, Northern and Western zones of the NSHA shall be brought in under the terms of the Nova Scotia Superannuation Pension Plan.~~ (NEW)
- (c) ~~All other~~ Employees not presently covered by a pension plan shall be brought under the terms of the ~~AHO~~ NSHEP Plan unless altered by mutual agreement of the parties.

### 30.02 Work After Retirement

The Employer shall advise all employees who are seeking retirement about the possibility of returning to work as a casual employee or a permanent part-time employee while at the same time being in receipt of pension benefits ~~in accordance with the provisions of the NSHEPP pension plan and the portability provisions of article 31 of this collective agreement.~~ **(CUPE 26.03, NSNU 19.06)**

## ARTICLE 31 - HEALTH AND SAFETY

### 31.01 Health and Safety Provisions

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

### 31.02 Occupational Health and Safety Act

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

### 31.03 Joint Occupational Health and Safety Committee

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

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

- (g) An employee who is a member of the committee is entitled to such time off from work as is necessary to attend meetings of the committee, to take any training prescribed by the regulations and to carry out the employee's functions as a member of the committee, and such time off is deemed to be work time for which the employee shall be paid by the Employer at the applicable rate.
- (h) The committee shall establish its own rules of procedure and shall adhere to the applicable regulations.
- (i) Unless the committee determines another arrangement for chairing the committee in its rules of procedure, two of the members of the committee shall co-chair the committee, one of whom shall be selected by the members who represent employees and the other of whom shall be selected by the other members.
- (j) The rules of procedure established pursuant to Article 31.03(h) shall include an annual determination of the method of selecting the person or persons who shall:
  - (i) chair the committee; and
  - (ii) hold the position of the chair for the coming year.
- (k) Where agreement is not reached on:
  - (i) the size of the committee;
  - (ii) the designation of employees to be members; or
  - (iii) rules of procedure;

the Director shall determine the matter.
- (l) It is the function of the committee to involve the Employer and employees together in occupational health and safety in the workplace, and without restricting the generality of the foregoing, includes:
  - (i) the cooperative identification of hazards to health and safety and effective system to respond to the hazards;
  - (ii) the cooperative auditing of compliance with health and safety requirements in the workplace;
  - (iii) receipt, investigation, and prompt disposition of matters and complaints with respect to workplace health and safety;
  - (iv) participation in inspections, inquiries and investigations concerning the occupational health and safety of the employees and, in particular,

participation in an inspection referred to in Section 50 of the *Occupational Health and Safety Act*;

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

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

- (a) Any employee may refuse to do any act at the employee's place of employment where the employee has reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person until:
  - (i) the Employer has taken remedial action to the satisfaction of the employee;
  - (ii) the committee has investigated the matter and unanimously advised the employee to return to work; or
  - (iii) an officer appointed under the *Occupational Health and Safety Act* has investigated the matter and has advised the employee to return to work.
- (b) Where an employee exercises the employee's right to refuse to work pursuant to Article 31.04(a), the employee shall:

- (i) immediately report it to the supervisor;
  - (ii) where the matter is not remedied to the employee's satisfaction, report it to the committee or the representative, if any; and
  - (iii) where the matter is not remedied to the employee's satisfaction after the employee has reported pursuant to Article 31.04(b)(i) and (ii), report it to the Occupational Health and Safety Division of the Department of Labour.
- (c) At the option of the employee, the employee who refuses to do any act pursuant to Article 31.04(a) may accompany an Occupational Health and Safety officer or the committee or representative, if any, on a physical inspection of the workplace, or part thereof, being carried out for the purpose of ensuring others understand the reasons for the refusal.
- (d) Notwithstanding Subsection 50 (8) of the *Occupational Health and Safety Act*, an employee who accompanies an Occupational Health and Safety officer of the Department of Labour, the committee or a representative, as provided in Article 31.04(c), shall be compensated in accordance with Article 31.04(g), but the compensation shall not exceed that which would otherwise have been payable for the employee's regular or scheduled working hours.
- (e) Subject to this Agreement, and Article 31.04(c), where an employee refuses to do work pursuant to Article 31.04(a), the Employer may reassign the employee to other work and the employee shall accept the reassignment until the employee is able to return to work pursuant to Article 31.04(a).
- (f) Where an employee is reassigned to other work pursuant to Article 31.04 (e), the Employer shall pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued in the employee's normal work.
- (g) Where an employee has refused to work pursuant to Article 31.04(a) and has not been reassigned to other work pursuant to Article 31.04 (e), the Employer shall, until Article 31.04 (a)(i), (ii) or (iii) is met, pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued to work.
- (h) A reassignment of work pursuant to Article 31.04(e) is not a discriminatory act pursuant to Section 45 of the *Occupational Health and Safety Act*.
- (i) An employee may not, pursuant to this Article, refuse to use or operate a machine or thing or to work in a place where:
  - (i) the refusal puts the life, health or safety of another person directly in danger; or
  - (ii) the danger referred to in Article 31.04 (a) is inherent in the work of the employee.

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

Where an employee exercises the employee's right to refuse to work pursuant to Article 31.04(a), no employee shall be assigned to do that work until the matter has been dealt with under that Article, unless the employee to be so assigned has been advised of:

- (a) the refusal by another employee;
- (b) the reason for the refusal; and
- (c) the employee's rights pursuant to Article 31.04.

### **31.06 First-Aid Kits**

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

### **31.07 Safety Equipment**

**The Employer shall provide all safety equipment necessary for the occupational safety and health of employees, as determined by the Occupational Health and Safety Act. (L93,94, 95 33.04)**

### **31.08 Protection of Pregnant Employees**

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

### **31.09 Uniforms and Protective Clothing**

- (a) Should the Employer determine that uniforms are a requirement, it is the responsibility of the Employer to provide the clothing, and it shall be the responsibility of the employee to clean the clothing.
- (b) Where conditions of employment are such that an employee's clothing may be contaminated, or where an employee's clothing may be damaged, the Employer shall provide protective clothing (smocks, coveralls, lab coats, or similar overdress) and shall pay for their laundering.

## ARTICLE 32 - JOB SECURITY\*

### Definitions

- a) “worksite” means the actual building or other regular place of employment of the employee; ~~the Queen Elizabeth II Health Sciences Center is deemed to be a single worksite.~~
- b) “geographic location” means the area within a radius of 32km of the actual building or other regular place of employment of an employee; except that, within the Halifax/Dartmouth Metropolitan area, “geographic location” is that area within a radius of 16km of the actual building or other regular place of employment of the employee.
- ~~e) “zone” means one of the four Provincial Authority Management Zones.~~
- d)c) “transfer” means the movement of an employee outside of their geographic location when the employee’s position has been relocated or has become redundant. (NEW)

### 32.01 Joint Committee on Technological Change

- a) Within sixty (60) days of the signing of this Agreement, the parties are to establish a Joint Committee on Technological Change of equal representation of the Union and the Employer for the purpose of maintaining continuing cooperation and consultation on technological change and job security. The committee shall appoint additional representatives as required.
- b) The Joint Committee on Technological Change shall consult as required to discuss matters of concern between the parties related to technological change and circumstances identified in Article 32.07, and 32.13. The parties may agree to consult by telephone.
- c) The Joint Committee on Technological Change shall be responsible for:
  - (1) defining problems;
  - (2) developing viable solutions to such problems;
  - (3) recommending the proposed solution to the employer.
- d) The Employer will provide the Joint Committee on Technological Change with as much notice as reasonably possible of expected redundancies, relocations, re-organizational plans, technological change and proposed contracting out of work.

- e) It is understood that the Joint Committee on Technological Change provided for herein shall be a single committee to cover all bargaining units represented by the Union.

### **32.02 Definition**

For the purposes of this Article, "technological change" means the introduction of equipment or material by the Employer into its operations, which is likely to affect the job security of employees. **(NSNU 11.04 (d))**

### **32.03 Introduction**

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

### **32.04 Notice to Union**

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

### **32.05 Training and Retraining**

**For the purposes of Articles 32.09 (a) and 32.18 (a), ability, experience and qualifications mean the threshold ability, experience and qualifications for a position subject to training and retraining outlined in this Article.**

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

### **32.06 Application**

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



### 32.07 Union Consultation

Where positions are to be declared redundant because of technological change, shortage of work or funds or because of discontinuance of work or the reorganization of work within a classification, the Employer will advise and consult with the Union as soon as reasonably possible after the change appears probable, with a view to minimizing the adverse effects of the decision to declare redundancies.

### 32.08 Transition Support Program

- a) All references within this Article to the Transition Support Program relate to the Program outlined in Article 33. The availability of any payment or other entitlement under that document, and any obligation on the part of the Employer to provide such, pursuant to this Article or any other part of the collective agreement, shall only exist during the effective term of the Program, as expressly specified in that document. This limitation exists notwithstanding any other provision of this Article or any other part of the collective agreement.
- b) The term of the Transition Support Program may be extended by mutual agreement between the parties.

### 32.09 Employee Placement Rights

- a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required according to objective tests of standards reflecting the functions of the job concerned, an employee whose position has become redundant, shall, ~~subject to Article 35.02(e),~~ have the right to be placed in a vacancy in the following manner ~~and sequence:~~
  1. A position in the employee's same position classification / classification grouping **at the employees worksite;**
  2. If a vacancy is not available under (1) above, **then;**
    - i. a position in the employee's same position classification / classification grouping within the employee's geographic location; or**
    - i. any bargaining unit position for which the employee is qualified within the employee's geographic location; or**
    - ~~iii, any bargaining unit position for which the employee is qualified in the employee's zone, or,~~

**iii. any bargaining unit position for which the employee is qualified. (NEW)**

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

~~b) An employee whose position is redundant or who is in receipt of layoff notice and who has not received a payment pursuant to the Transition Support Program (“TSP payment”) must accept a placement in accordance with Article 32 or resign without severance.~~

**b) An employee may decline to accept a vacant position in a different geographic location or which has less regular hours of work or a lower maximum salary than that of the employee’s classification; an employee who declines such vacancy at any step in the placement sequence shall be entitled to exercise his/her rights at the next step in the placement sequence and any other rights under Article 32. (NEW)**

c) An employee will have a maximum of two (2) full days to exercise her placement rights in this step of the placement process.

d) Where an employee accepts a position in a classification, the maximum salary of which is less than the maximum salary of the employee’s current classification, the employee shall be granted salary protection in accordance with Item 1.5 of Article 33.

~~e) Where a vacancy exists which has a higher maximum salary than that of an employee’s classification, the position shall be posted as agreed between the parties provided that the resulting vacancy shall then be dealt with in accordance with this agreement.~~

~~f)e) Restrictions on Postings:~~

**While employees whose positions are redundant are engaged in the placement/displacement process, the employer shall not post vacancies for which those employees may be qualified. (similar to CUPE 16.02 (c))**

**Article 32.10 Relocation of Positions:**

**a) Where an employee’s position is relocated outside of their geographic location:**

- i) The employee shall be offered the position in the new location;**
  - ii) The employee may decline the offer, in which case the employee shall have the rights of an employee whose position has become redundant.**
- b) No employee shall be laid off or have their hours reduced as a result of the relocation of their position.**
- c) An employee who has accepted a transfer because their position has been relocated or has become redundant shall be reimbursed for the costs incurred by the employee to effect the transfer; reimbursement to the employee shall be consistent with the conditions for the reimbursement of expenses that apply to an employee of the Province. (NEW)**

### **32.11 Volunteers**

- a) When the Employer determines after placement pursuant to Article 32.09, there are still redundancies, the Employer shall ask for volunteers from that classification/classification grouping who wish to be offered a TSP payment according to Article 33.
- b) If there are more volunteers than redundancies, then the most senior volunteers shall be offered the TSP payment.

### **32.12 Insufficient Volunteers**

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

### **32.13 Layoff Notice**

- a) If there are remaining redundant employees after Article 32.10 and 32.11, the Employer shall give layoff notice to the most junior employee(s) pursuant to Article 32.14 in the classification/classification grouping from which the Employer requested volunteers for the Transition Support Program.
- b) The employees in receipt of layoff notice shall have the rights of an employee in receipt of layoff notice pursuant to this Article.

### **32.14 Layoff**

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

### **32.15 Layoff Procedure**

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

### **32.16 Notice of Layoff**

- a) Forty (40) days notice of layoff shall be sent by the Employer to the Union and the employee(s) who is/are to be laid off, except where a greater period of notice is provided for under (b) below.
- b) When the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, notice of layoff shall be sent by the Employer to the Union and employees who are to be laid off, in accordance with the following:
  - (i) eight (8) weeks if ten (10) or more persons and fewer than one hundred (100) persons are to be laid off;
  - (ii) twelve (12) weeks if one hundred (100) or more persons and fewer than three hundred (300) are to be laid off;
  - (iii) sixteen (16) weeks if three hundred (300) or more persons are to be laid off;
- c) Notices pursuant to this Section shall include the effective date of layoff and the reasons therefor.
- d) An employee in receipt of layoff notice shall be entitled to exercise any of the following options:
  - (i) to exercise placement/displacement rights in accordance with the procedure set out in this Article;
  - (ii) to accept layoff and be entitled to recall in accordance with Article 32.18;
  - (iii) to accept the Transition Support Program.

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

### **32.17 Pay in Lieu of Notice**

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

### 32.18 Displacement Procedure

- a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualification are required, according to objective tests or standards reflecting the functions of the job concerned, an employee in receipt of layoff notice has, ~~subject to Article 35.02(e),~~ the right to displace another employee. The employee to be displaced shall be an employee with lesser seniority who:
  - i. Is the least senior employee in the displacing employee's classification / classification grouping **at the employee's worksite;** or
  - ii. Where no such junior employee exists, the least senior employee in ~~any~~ **the displacing employee's classification / classification grouping with no less regular hours of work in the displacing employees bargaining unit within the displacing employee's geographic location;** or
  - iii. **Where no such junior employee exists, the least senior employee in any classification / classification grouping with no less regular hours of work in the displacing employee's geographic location;** or
  - iv. ~~Where no such junior employee exists, the least senior employee in any classification / classification grouping with no less regular hours of work in the displacing employee's zone.~~
  - v. **Where no such junior employee exists, the least senior employee in any classification / classification grouping with no less regular hours of work in the bargaining unit. (NEW)**
- b) An employee who chooses to exercise rights in accordance with Article 32.187 may elect at any step, beginning with Article 32.185, to accept layoff and be placed on the Recall List or to resign with severance pay in accordance with **the Transition Support Program** ~~Article 32.24(g)(ii).~~
- e) ~~An employee who is displaced pursuant to Article 32 shall be entitled to:~~
  - vi. ~~Take the Transition Support Program, or,~~
  - vii. ~~Go on the Recall List, or~~
  - viii. ~~Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests or standards reflecting the functions of the job concerned be placed in any vacancy in any bargaining unit.~~

c) **An employee who is displaced pursuant to Article 32.17 shall be entitled to the full rights contained in Article 32 including placement and displacement rights and shall be considered to be in receipt of a layoff notice from the Employer. (CUPE 16.15)**

d) An employee will have a maximum of two (2) full days to exercise her rights at any of the foregoing steps of the displacement procedures provided for herein.

e) **Subject to Article 33, paragraph 1.5**, where an employee accepts a position in a classification, the maximum salary of which is less than the maximum salary of the employee's current classification, the employee shall be paid the salary of the classification of the employee's new position.

### **32.19 Recall Procedures**

a) Employees who are laid off shall be placed on a Recall List. **Laid off Employees shall fill out the Laid Off Employee availability form in Appendix 5. (NEW)**

b) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests or standards reflecting the functions of the job concerned, employees placed on the Recall List shall be recalled by order of seniority to any position for which the employee is deemed to be qualified. Positions pursuant to this section shall include all positions in all bargaining units.

c) The Employer shall give notice of recall by registered mail to the employee's last recorded address. Employees are responsible for keeping the Employer informed of their current address.

d) An employee entitled to recall shall return to the service of the Employer within two (2) weeks of notice of recall, unless on reasonable grounds she is unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing the right of any future recall, except in the case of recall to the employee's same position classification title or position classification title series **within the employee's worksite, (NEW)** in which event she will be struck from the Recall List, ~~unless she refuses in accordance with Article 35.02(e).~~ However, an employee's refusal to accept recall to her same position classification title or position classification title series at the time of layoff will not result in loss of recall rights in the case of recall for occasional work or for employment of short duration of time during which she is employed elsewhere.

e) Employees on the Recall List shall be given first option of filling vacancies normally filled by casual workers, providing they possess the necessary qualifications, skills, and abilities, as determined by the Employer, reflecting the

functions of the job concerned. A permanent employee who accepts such casual work retains her permanent status.

- f) **Where an Employee accepts a recall to a position that has a lower maximum salary or a lower designation of regular hours or is in a different geographic location than the Employee's position before their lay off, the Employee shall remain eligible for recall to a vacant position with the Employee's previous maximum salary or designation of regular hours or geographic location; the rights under this clause expire 24 months after the date of layoff. (NEW)**

### **32.20 Termination of Recall Rights**

The layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts more than ~~twelve (12)~~ **twenty-four (24)** months. **(CUPE 14.05 (c), NSNU 11.04 (d))**

### **32.21 Loss of Seniority**

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

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns;
- (c) The employee is laid off for more than ~~twelve (12)~~ **twenty-four (24)** consecutive months without recall; or **(CUPE 14.04 (a)(v))**
- (d) the employee has been appointed in an acting capacity to a position excluded from the bargaining unit for a period in excess of eighteen (18) months, in accordance with Article 34.12(e).

### **32.22 No New Employees**

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

### **32.23 Transition Support Program**

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

### **32.24 Layoff Exception\***

Notwithstanding 32.24 (Contracting Out), an employee who has eight (8) years' seniority shall not be laid off except where the reason for layoff is beyond the control of the Employer including, but not limited to, complete or partial destruction of plant, destruction or breakdown of machinery or equipment, unavailability of supplies and materials, fire, explosion, accident, labour disputes, etc., if the Employer has exercised due diligence to foresee and avoid the cause of layoff.

### **32.25 Contracting Out**

#### **a) Notice**

The Employer shall provide the Union with sixteen (16) weeks notice of the implementation of the decision to contract out work normally performed by members of the bargaining unit. At the time that the Employer gives notice to the Union of its intention to contract out, the Employer shall make a conditional TSP payment offer in Article 33 to those employees directly affected by the contracting out. Final acceptance by the Employer of employees wishing to take advantage of the TSP payment offer will be conditional on the Employer reaching an agreement with a Contractor.

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

The Employer shall disclose its reasons for contracting out when notice is provided pursuant to Article 32.24(a).

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

The Union shall be entitled to make proposals, including proposals on ways to avoid contracting out, within four (4) weeks of receiving notice pursuant to Article 32.24(a). The Union's suggestions should specifically address the reasons for the contracting out.

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

After receipt of proposals or suggestions from the Union pursuant to Article 32.24(c), the Employer shall consider these proposals. The Employer shall either accept or reject, in whole or in part, such proposals. At this time, the Employer



shall either make the TSP payment offer unconditional or retract the TSP payment offer.

e) **Hiring Preference**

The Employer will make every reasonable effort, where work normally performed by members of the bargaining unit is contracted out, to obtain jobs for employees who have not exercised their rights under Article 32.24(d) and who are directly affected by the contracting out with the Contractor. The Employer will have made reasonable efforts when the Employer has:

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

f) **TSP Payment Offers**

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

**g) Placement Procedure**

(i) If a sufficient number of employees accept the TSP payment offer, the Employer will place the remaining employees whose positions were declared redundant in the vacancies created by the employees accepting the TSP payment offer or other appropriate vacancies. This placement will be by seniority, subject to consideration of ability, experience, qualifications, or the Employer establishing that special skills or qualifications are required according to objective tests or standards reflecting the functions of the job concerned.

(ii) ~~Where the employee refuse a placement, the salary of which is at least seventy five percent (75%) of the present salary of the employee's current position, the employee is deemed laid off. The employee will be entitled to severance as follows:~~

~~1. One half (1/2) month's pay if she has been employed for three (3) years, but less than ten (10) years;~~

~~One (1) month's pay if she has been employed for ten (10) years, but less than fifteen (15) years;~~

~~Two months' pay if she has been employed for fifteen (15) years, but less than twenty (20) years.~~

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

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

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

~~2. The amount of severance pay provided herein shall be calculated by the formula:~~

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

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

**ii) An employee may decline to accept a vacant position in a different geographic location or which has less regular hours of work or which**

**has a lower maximum salary than that of the employee's classification. (NEW)**

**iii) No employee shall be laid off or have their hours reduced as a result of the Employer contracting out except in emergency situations. (CUPE 27.01)**

**h) Second TSP Payment Offer**

If, after the first offer of TSP Payment, there are employees remaining in positions which have been declared redundant, a second offer of a TSP payment will be made to broader classification(s)/classification groupings. The Employer will place the remaining redundant employees in the vacancies created by the employees accepting the TSP payment offer, or other appropriate vacancies, in the same manner as stated in Article 32.24(g).

**i) Further TSP Payment Offers**

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

**32.26 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. (CUPE 27.02)**

## **ARTICLE 33 – TRANSITION SUPPORT PROGRAM**

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

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

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

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

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

### **1.2 Joint Committee on Technological Change**

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

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

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

### **1.3 TSP**

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

### **1.4 Displacement Process**

- Step 1: At the point where the Employer decides the number of employees within a classification or classification group to be reduced, notification will be given to the Joint Committee on Technological Change. Following Joint Committee consultation, this information shall be made known to employees within that classification or classification group accompanied by a request for indications in writing of interest in voluntary resignation.
- Step 2: Employees shall have seventy-two (72) hours following receipt of the notice to submit their Expression of Interest form.
- Step 3: The Employer will assess the level of interest and determine provisional acceptance subject to operational requirements, in accordance with item 1.1 of this Program. This determination will be made in consultation with the Joint Committee On Technological Change and as soon as is reasonably possible following the seventy-two (72) hour response time.
- Step 4: Employees shall, within seven (7) days following a meeting with a representative of Human Resources, indicate their decision with respect to voluntary resignation. The actual date of resignation will occur with the agreement of the Employer. Upon resignation, the employee will be entitled to the TSP payment in accordance with this Program.
- Step 5: (a) Article 32 of the Collective Agreement applies to employees whose positions are eliminated due to the reduction of the number of employees in a classification or classification group. These employees shall be considered to be redundant pursuant to Article 32.12 of the Collective Agreement and shall have the rights of a redundant employee.
- (b) Any employee displaced in accordance with the provisions of the Agreement shall be given seventy-two (72) hours to express their interest in TSP in accordance with Step 2 above. Those expressing an interest will have their application processed in accordance with Step 4 above. Where an employee declines the TSP opportunity, the Layoff and Recall provisions of the Agreement shall apply.

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

### **1.5 Salary Protection**

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

Where the employee's previous rate of pay exceeds the rate of ~~twenty-five thousand (\$25,000)~~ **forty thousand (\$40,000)** per year, that rate of pay shall be maintained for a period of six (6) months from the date of placement in the lower-paying position. Thereafter, the employee's protected rate of pay shall be reduced by ten (10) percent or the maximum rate of the new classification, or the rate of ~~twenty-five thousand (\$25,000)~~ **forty thousand (\$40,000)** per year, whichever is the greater rate. The rate of pay will remain at this reduced level (subject to any regular Collective Agreement regulated changes) for a further period of twelve (12) months, after which the rate of pay will be reduced to the maximum of the lower-paying position.

Where the employee's previous rate of pay is equal to or less than the rate of ~~twenty-five thousand (\$25,000)~~ **forty thousand (\$40,000)** per year, or less, that rate of pay shall be maintained (subject to any regular Collective Agreement regulated changes) for a period of eighteen (18) months, after which the rate of pay will be reduced to the maximum of the lower-paying position.

### **1.6 Reduced Hours and TSP Payment**

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

### **1.7 Release Form**

Employees accepting voluntary resignation will be required to sign a release statement verifying their resignation and agreement to sever any future claim for compensation

from the Employer or obligation by the Union for further services except as provided in this Program in exchange for the TSP payment.

### **1.8 Casual Shifts**

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

### **1.9 TSP Severance Payment**

The amount of TSP payment shall be equivalent to four (4) weeks' regular (i.e. excluding overtime) pay for each year of service to a maximum payment of fifty-two (52) weeks' pay and for a minimum payment of eight (8) weeks' pay. Where there is a partial year of service, the TSP payment will be pro-rated on the basis of the number of months of service. An employee who resigns in accordance with these provisions and is eligible to receive a pension under the CDHA Pension Plan and commences receiving the pension immediately following the completion of the TSP payment, shall also be entitled to receive the Retirement Allowance under Article 29 of the Collective Agreement. The maximum combined TSP and Retirement allowance payment shall not exceed fifty-two (52) weeks. The retirement allowance will be paid to the employee at the earliest opportunity in accordance with the provisions of the *Income Tax Act of Canada*.

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

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

### **1.11 Continuation of Benefits**

Employees in receipt of a TSP payment will be entitled to continue participation in the applicable group insurance and benefit plans for the length of the TSP payment period. During such period the contributions will be cost shared in accordance with Article 20.01 of the collective agreement. It is understood that the Employer's obligations in this respect do not apply to plans for which the employee is currently responsible for the full cost of contributions.

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

It is intended that TSP participants not be re-employed by an acute care employer during their TSP payment period. For purposes of this program, acute care employer includes the following employers: Capital District Health Authority, IWK Health Centre, Cape

Breton Healthcare Complex and all District Health Authorities. An employee in receipt of a TSP payment who is re-employed with an acute care employer will be required to repay an amount equal to the remaining portion of the TSP payment period. The repayment may be achieved through a payroll deduction plan that provides for full recovery over a period that is no more than twice the length of the remaining TSP payment period or through a lump sum payment. The employee has the right to determine the method of repayment.

### **1.13 Number of Employees**

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

### **1.14 Severance Payment Method**

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

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

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

### **1.16 Transition Allowance**

Employees who resign with a TSP payment will be eligible for a transition allowance up to a maximum of \$2,500. This sum may be utilized for one or a combination of the following:

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

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



## ARTICLE 34 - PAY PROVISIONS

### 34.01 Rates of Pay\*

- (a) The rates of pay set out in Appendix 3 shall form part of this Agreement.
- (b) The following general wage increases shall be implemented for each of the classifications in the Health Care bargaining unit during the term of this collective agreement:
  - ~~Effective November 1, 2011 a 2% general economic increase.~~
  - ~~Effective November 1, 2012 a 2.5% general economic increase.~~
  - ~~Effective November 1, 2013 a 3% general economic increase.~~
- (c) Effective ~~April 15, 2011~~ (date of ratification), eligible employees will receive a professional practice stipend as outlined in Memorandum of Agreement #13 – Professional Practice Stipend: Mental Health.
- (d) **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, sick leave, all deductions and accrued benefit banks. (CUPE 25.01, L93, 94, 95 35.16, Unifor 9.14)**

### 34.02 Retention Incentive

Upon completion of twenty-five years of service with the Employer, all permanent employees will receive an additional salary increment of 3.5% greater than the highest rate in effect for the applicable classification. **(L93, 94, 95 MOA #2, NSGEU MOA # 11, NSNU 8.00 (c), CUPE 26.06, Unifor MOA #3)**

~~Those Registered Nurses identified in MOA 9 will receive the benefit in accordance with MOA 9 (NEW)~~

For the purposes of this Article, service shall include service with any predecessor employer. **(NEW)**

### 34.03 Rate of Pay Upon Appointment

Subject to Article 34.03 **34.04**, the rate of compensation of a person upon appointment to a position shall be the minimum rate prescribed for the class to which she is appointed.

### 34.04 Exception

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

position or if the person to be appointed to the position has qualifications in excess of the minimum requirements for the position.

**Notwithstanding the above (NEW), newly hired regular employees shall be placed at the start rate of his/her respective classification except where the newly hired (NEW) employee has provided proof of related previous experience. Such proof must be provided within six months of appointment. When the newly hired regular employee has produced proof or evidence of related previous experience, the employee's salary shall be determined by placing the regular employee on the increment scale based on the concept of a "year-for-year" of recognized related experience, provided that not more than three years have elapsed since such experience was obtained.**

**Recent experience shall be determined at the sole discretion of the employer. (CUPE 25.03 (a))**

#### **34.05 Rate of Pay Upon Promotion**

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

**Notwithstanding the above (NEW), where the promoted (NEW) employee has provided proof of related previous experience, within six months of appointment the employee's salary shall be determined by placing the regular employee on the increment scale based on the concept of a "year-for-year" of recognized related experience, provided that not more than three years have elapsed since such experience was obtained.**

**Recent experience shall be determined at the sole discretion of the employer. (CUPE 25.03 (c)(ii))**

#### **34.06 Exception**

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

#### **34.07 Rate of Pay Upon Demotion**

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

**Notwithstanding the above (NEW), where the demoted (NEW) employee has provided proof of related previous experience, within six months of appointment the employee's salary shall be determined by placing the regular employee on the increment scale based on the concept of a "year-for-year" of recognized related experience, provided that not more than three years have elapsed since such experience was obtained.**

**Recent experience shall be determined at the sole discretion of the employer. (CUPE 25.03 (c) (iii))**

#### **34.08 Retired Employee**

**Retired employees who return to work in a casual position within the same classification will return to work at the step on the increment scale that they last achieved as a regular permanent employee. Retired employees who return to work in a casual position outside of their regular classification will be placed on the increment scale in accordance with article 34.03. (CUPE 25.06)**

#### **34.09 Anniversary Date**

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

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

#### **34.10 Rate of Pay Upon Reclassification**

Where an employee is recommended for a reclassification which falls on her anniversary date the employee's salary shall be adjusted first by the implementation of her annual increment, provided she is recommended and an increment is available in her present pay range, and on the same date her salary shall be adjusted upward to comply with the provisions of Articles 34.04 and 34.05.

#### **~~34.09 Salary Increments~~**

~~The Employer, except as provided for in Article 34.10, may grant an increment for meritorious service after an employee has served for a period of twelve months following~~

~~the first day of the month established in Article 34.07 or twelve (12) months following the date of a change in her rate of compensation as established in Articles 34.03, 34.04, or 34.06.~~

### ~~34.10 Notice of Withheld Increment~~

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

### ~~34.11 Granting of Withheld Increment~~

~~When an increase provided for in Article 34.09 is withheld, the increase may be granted on any subsequent first day of any month after the anniversary date upon which the increase was withheld.~~

### 34.11 Salary Increments

**Regular Employees shall progress on a year-to-year basis along the increment scale by moving the Employee to the next increment step, where applicable on the Employees employment date. This shall be the Employees increment date. (CUPE 25.04 (a))**

### 34.12 Acting Pay

- (a) ~~Where an employee is designated to perform for a temporary period of three (3) or more consecutive days, (L93, 94, 95 35.12 (a), CUPE 25.02) the principal duties of a higher position, she shall receive payment of acting pay. the Employee shall receive the rate for that classification. Where the classification rate is on an increment scale, the Employee shall receive an increase in pay that approximates one increment step (based on his/her current scale) increase over his/her current increment rate or the maximum for the position; whichever is less. including the three (3) days, equivalent to ten percent (10%) higher than her existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher paying position. (CUPE 25.02)~~
  - (i) **When an employee within the bargaining unit is appointed temporarily to a management position, the temporarily assigned employee shall receive a premium of 25% above the employee's regular hourly rate not to exceed the rate of the employee being replaced. (Unifor 9.13 (b))**
- (b) Acting pay shall not be paid to the employee where the employee's current position normally requires periodic substitution in the higher position, as defined by the position specification, title, and salary range.
- (c) Acting pay provisions shall not apply in series classifications of positions.

- (d) Acting pay provisions do not preclude the right of the Employer to assign duties of any employee among remaining employees of the work unit where temporary absences occur.
- (e) In the event that an employee remains in an acting capacity in a position excluded from the bargaining unit for a period in excess of eighteen (18) months the provisions of Article 32.20(d) shall apply.

### **34.13 Shift Premium**

Effective ~~October 31, 2014~~ **November 1, 2014** an employee shall receive a shift premium of ~~one dollar and seventy five cents (\$1.75)~~ **three dollars (\$3.00)** per hour for all hours worked, including overtime hours worked, on shifts, half or more of the hours of which are regularly scheduled between 6:00 p.m. and 6:00 a.m. ~~Effective October 31, 2014, the shift premium shall be increased to one dollar and eighty five cents (\$1.85) per hour.~~

### **34.14 Week-end Premium**

Effective ~~October 31, 2014~~ **November 1, 2014** an employee shall receive a shift premium of ~~one dollar and seventy five cents (\$1.75)~~ **three dollars (\$3.00)** per hour for all hours worked between the hours of 0001 Saturday and 0700 Monday. ~~Effective October 31, 2014, the weekend premium shall be increased to one dollar and eighty five cents (\$1.85) per hour.~~

### **34.15 Post Graduate Training - Three to Six Months**

- (a) Operating Room Technicians who have completed a post graduate training course relating to Operating Room Technology of three (3) months but less than (6) months and is employed in a capacity utilizing this course shall be paid an additional \$27.82 per month.
- (b) Anesthesia Technicians who have completed a post graduate training course relating to Anesthesia Technology of six (6) months or more and is employed in a capacity utilizing this course shall be paid an additional \$55.65 per month.

### **34.16 In-Charge Pay**

- (a) During off duty hours of the supervisor, where an employee is designated as being "in-charge", that employee shall be paid a premium of ~~sixty~~ **seventy** cents **(\$0.70)** ~~(\$0.60)~~ per hour. The off duty hours are those hours when the supervisor is not normally on duty, (e.g., evenings, nights, week-ends, paid holidays.) **(L 93, 94, 95 15.17, NSNU 8.13, Local 97 34.29)**

- (b) During the on duty hours of the supervisor, where an employee is designated “in-charge”, that employee shall receive pay equivalent to six (6) per cent higher than her existing rate of pay.

### **34.17 Late Career Nurse Retention Bonus**

~~Effective October 31, 2011,~~ The Employer will provide a retention bonus to eligible **Licensed Practical Nurses (L.P.N.s) and Registered Nurses (RNs)** who agree to remain employed for the following twelve (12) months. The retention bonus shall be equal to 2% of the gross annual base earnings (exclusive of any premiums). To be eligible **an L.P.N. or RN** must be eligible to retire with an unreduced pension under the terms of the Employer’s pension plan. The **L.P.N. or RN** must apply in writing to participate in the retention bonus program following eligibility. **An L.P.N. or RN** may apply for and participate in a second and subsequent years. (NSNU 19.07, L93,94,95 35.19)

**NOTE: confirm whether there are any RNs or LPNs still in Healthcare who are in receipt of this benefit. We are only looking to maintain it for those members.**

## ARTICLE 35 - REASSIGNMENT

### 35.01 Circumstances

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

### 35.02 (i) Reassignment

(a) The Employer will notify employees of the need by inviting expressions of interest.

(b) When informing employees regarding a reassignment, the Employer shall indicate the necessary qualifications, skills, competencies and ability, reflecting the functions of the job concerned, required to perform the duties of the position in question.

(c) Where it is determined by the Employer that:

(i) two or more employees for such a reassignment are qualified; and

(ii) those employees are of equal merit, preference in selecting the employee for the reassignment shall be given to the employee with the greatest length of seniority.

(d) Where the Employer does not receive any qualified employees' expression of interest in accepting the reassignment, the most junior qualified employee pursuant to (i)(b) in the work area shall be reassigned.

(e) For the purposes of Articles 32 and 35 of the Collective Agreement, the Employer agrees to take all reasonable measures (including consultation in accordance with Article 32.01) to mitigate any undue hardship on an employee who is reassigned from. **The Employer may only temporarily re-assign an employee within their own geographic location as defined in Article 32 (NEW)** ~~the Eastern Shore Memorial Hospital, Hants Community Hospital, Musquodoboit Valley Memorial Hospital and Twin Oaks Memorial Hospital to any other site or from the Cobequid Multi Service Centre, the Dartmouth General Hospital, the Nova Scotia Hospital (including the East Coast Forensic Psychiatric Hospital) and the Queen Elizabeth II Health Sciences Centre to the Eastern Shore~~

~~Memorial Hospital, Hants Community Hospital, Musquodoboit Valley Memorial Hospital or Twin Oaks Memorial Hospital.~~

- (f) In the event a person is reassigned on short notice to a work area requiring travel and she incurs mileage and/or parking expenses, the expenses will be reimbursed by the Employer **and the Employee shall receive pay for travel time.** (The first part of the clause was moved up from (ii) below to ensure it applies in all cases. The second part is CUPE practice and NSNU 4.25 (c))

**(ii) Short Notice Reassignment**

In circumstances where the Employer is required to **temporarily (NEW)** reassign employees on short notice, in accordance with 35.01, the following process will be followed:

- (a) The Employer will verbally notify those employees, who are at work on the shift in the work area that has a surplus of employees of the need by inviting verbal expressions of interest.
- (b) When verbally informing employees regarding a short notice reassignment, the Employer shall indicate the necessary qualifications, skills, competencies and ability, reflecting the functions of the job concerned, required to perform the duties of the position in question.
- (c) Where it is determined by the Employer that:
- (i) two or more employees for such a short notice reassignment are qualified; and
- (ii) those employees are of equal merit, preference in selecting the employee for the short notice reassignment shall be given to the employee with the greatest length of seniority.
- (d) Where the Employer does not receive any qualified employees' expression of interest in accepting the short notice reassignment, the most junior qualified employee pursuant to (ii)(b) in the work area shall be reassigned.
- ~~(e) In the event a person is reassigned on short notice to a work area requiring travel and she incurs mileage and/or parking expenses, the expenses will be reimbursed by the Employer. (covered in 35.02 (f))~~
- (e) The Employer will regularly reassess the need for a reassignment.

**35.03 Emergencies**



If the circumstances are of an urgent nature or an emergency, the Employer may **temporarily (NEW)** reassign employees within the same classification or position classification title series, pending the completion of the reassignment process as outlined in Article 35.02 (i).

#### **35.04 Job Postings**

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

#### **35.05 Grievances**

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

#### **35.06 Notification to the Union**

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

## ARTICLE 36 - EMPLOYER'S LIABILITY

### 36.01 Employer's Liability

- (a) The Employer, the Union, and the employees agree to be bound by the Employer's Liability Insurance Policy ~~"Legal Support for Employees" policy, dated March, 1997~~. For clarification it is understood that this includes **paying damages where necessary provided the Employer is satisfied the Employee acted within the scope of their employment and (Local 93, 94, 95 37.01)** providing legal support to:
- (i) all employees who are witnesses or potential witnesses in any legal action which is based on a claim that a patient suffered harm as a result of negligent treatment received at the IWKCDHA NSHA; and
  - (ii) employees who are named parties (defendants) in legal action based on a claim that a patient suffered harm as a result of negligent treatment received at the IWK-CDHA-NSHA, so long as the employee was acting without criminal intent.
- (b) Any amendments made to the said policy shall not diminish the right of any employee as established in the Policy dated March, 1997.

## ARTICLE 37 - CASUAL EMPLOYEES

### 37.01 Application of the Collective Agreement

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

### 37.02 Exceptions

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

- (a) Service (Article 1.02)
- ~~(b) Time off for Union Business (Article 13)~~ **(NSNU, CUPE, Unifor (CUPE, Unifor restrict the application to times when shifts are already booked))**
- (c) Appointment (Article 9)
- (d) Hours of Work (Article 14.01 (a), (b), (c), (e), 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 14.10, 14.11, 14.12, 14.13, 14.15, 14.16, 14.17, 14.18, 14.20)
- (e) Overtime (Article 15.09, 15.10, 15.11, 15.12)
- (f) Vacations (Article 17)
- (g) Holidays (Article 18)
- (h) Leaves (Article 19), **except 19.21 and except as per Article 37.11**
- (i) Illness/Injury Benefit (Article 21), **except Article 21.06. For clarity, Casuals are eligible for Worker's Compensation Benefits.**
- ~~(j) Pensions (Article 30)~~ **(Casuals may now be eligible)**
- (k) Group Insurance (Article 20)
- (l) Long Term Disability (Article 21.06)
- (m) Retirement Allowance (Article 29), **however service earned as a casual may apply to the retirement allowance should an Employee become permanent.**
- (n) Job Security (Article 32)
- (o) Part-Time Employees (Article 39)
- ~~(p) Educational Premiums (Article 34.17)~~ **(Appears to be copied over from L97 in error and can be struck)**
- (q) Prepaid Leave (Article 44)

### 37.03 Appointment

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

### 37.04 Probationary Period

- (a) Notwithstanding Article 37.03, a newly hired casual employee may be appointed to her position on a probationary basis for a period not to exceed 495 hours of time actually worked ~~or twelve (12) months, whichever is greater. The~~

**probationary period may be extended by mutual agreement of the Union and the Employer. (Unifor 5.05)**

- (b) The Employer shall, after the employee has served as a casual on a probationary basis for the period indicated in Article 37.04 (a), confirm the appointment.
- (c) The Employer shall, after the casual employee has served in a position on a probationary period for the period indicated in Article 37.04 (a), confirm the appointment.
- (d) A casual employee who has completed her probationary period and whose employment has been terminated for any reason and who is reappointed as a casual within twelve (12) months from the date of termination shall not have to complete another probationary period.

### **37.05 Termination of Probationary Appointment**

- (a) The Employer may terminate a probationary casual employee at any time.
- (b) If the employment of a probationary casual employee is to be terminated for reasons other than wilful misconduct or disobedience or neglect of duty, the Employer shall advise the casual employee of the reason in writing not less than ten (10) days prior to the date of termination. **Pay in lieu of notice shall be based on the average number of shifts per week over the preceding six (6) months, or length of employment if less than six (6) months. (IWK 38.05 (b))**
- (c) The Employer shall notify the Union when a probationary casual employee is terminated.

### **37.06 Assignment of Casual Employees**

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

### **37.07 Pay in Lieu of Benefits**

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

### **~~37.08 Overtime~~**

~~A casual employee shall be entitled to overtime compensation at one and one half (1½) times her rate of pay when she works in excess of the bi-weekly hours for the classification.~~

### **37.08 Holiday Pay**

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

### **37.09 Overtime on a Holiday**

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

### **37.10 Leaves**

- (a) A casual employee filling Relief Assignments shall be entitled to the following leaves:
  - (i) Bereavement Leave (Article 19.02);
  - (ii) Selection/Promotion Process Leave (Article 19.05);
  - (iii) Pregnancy Leave (Article 19.06(a) to (n)) but without Pregnancy Allowance (Article 19.06(o)), **Parental Leave (Article 19.07), Adoption Leave (Article 19.08 (a) through (h) and Group Benefit Plan Continuation (19.09)**;
  - (iv) Leave for Birth of Child (Article ~~19.09~~ **19.10**), **Leave for Adoption of a Child (19.11) (new proposal)**;
  - (v) **Special Leave (19.01 (a)); (CUPE, NSNU, NSGEU L93, 94, 95)**
  - (vi) **Court Leave (19.03 (c)); (NSGEU L42)**
  - (vii) **In-services, Conferences, Education (19.13); (CUPE, NSNU, NSGEU L93,94,95 20.26)**
  - (viii) **Leave for Storms or Hazardous Conditions (19.14 (b)); (Unifor)**
  - (ix) **Leave of Absence for Political Office (19.16) (Cupe, NSNU)**
  - (x) **Education Leave (19.18); (NSGEU L93, 94, 95, CUPE, Unifor, NSNU)**
  - (xi) **Volunteer Firefighter (19.19); (CUPE, Unifor)**
  - (xii) **Compassionate Care Leave (19.20). (required by legislation)**

- (b) To obtain paid leave for any of the above, the employee must be scheduled to work on the day the leave is required. In the case of bereavement leave pursuant to Article 19.02(a), the casual employee shall receive paid leave only for those shifts previously scheduled within the said seven (7) calendar days.

### **37.11 Rate of Pay upon Appointment**

Subject to Article ~~37.14~~ **37.13**, the rate of compensation of a casual employee shall be the minimum rate prescribed for the classification to which she is appointed.

### **37.12 Exception to Rate of Pay**

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

~~Notwithstanding the above, (NEW) newly hired regular employees shall be placed at the start rate of his/her respective classification except where the newly hired (NEW) employee has provided proof of related previous experience. Such proof must be provided within six months of appointment. When the newly hired regular employee has produced proof or evidence of related previous experience, the employee's salary shall be determined by placing the regular Casual Employee on the increment scale based on the concept of a "year-for-year" (1950 hours equals one (1) year) of recognized related experience, provided that not more than three years have elapsed since such experience was obtained.~~

**Recent experience shall be determined at the sole discretion of the employer. (CUPE 25.03 (a))**

### **37.13 Pay Increments**

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

- (a) **Casual Employees who have worked one thousand (1,000) regular hours or more within the following twelve (12) calendar month period shall be recognized for an additional year of service on the increment scale.**
- (b) **Casual Employees who have worked less than one thousand (1,000) regular hours within the following twelve (12) calendar month period shall be recognized for an additional year of service on the increment scale on the day when one thousand**

**(1,000) hours are achieved. This revised date shall become the Casual Employees current Casual increment date.**

- (c) Casual Employees cannot advance more than one increment level in any twelve (12) month period.**
- (d) Should a Casual employee become a regular employee, the new date of employment shall be the new date of appointment to the regular position. (CUPE 25.03 (a) (i) (ii) (iii) (iv), NSNU 8.02 (c)).**

#### **37.14 No Avoidance**

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

#### **37.15 Termination of Employment Relationship**

A casual employee who has not been called to report for work, or who has been unavailable for work for twelve (12) months, notwithstanding Article 38.03 (c), shall cease to be an employee.

#### **37.16 Headings**

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

#### **37.17 Casual Service Conversion**

**(a) A Casual Employee who becomes a permanent Employee following February 1, 2005, shall have time worked as a Casual Employee, ~~including time worked as a Casual Employee from their most recent date of hire prior to the signing of this agreement~~, converted to service on the basis of 1950 hours equaling one (1) year of service. The Employee shall have the resulting service credit recognized for the purpose of vacation rate of accrual in Article 17. (CUPE 5.01 (15)) (re-worded for clarity)**

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

**38.01 Casual Availability List**

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

**38.02 Employee(s) on Recall List**

Notwithstanding any provision of this Article, all available casual work shall be first offered to an employee who has recall rights provided she possesses the necessary qualifications, skills, and abilities, as determined by the Employer, reflecting the functions of the job concerned. An employee on the Recall List may instruct the Employer to remove her name from a Work Area Specific Casual List at the time of layoff notice or any time during the recall period as specified in Article 32.

**38.03 Work Area Specific Casual Lists**

~~Article 38.03 applies to all NSGEU, NSNU and CUPE Members employed at the NSHA.~~

- (a) The Casual Availability List shall be broken down into Work Area Specific Casual Lists.
- (b) Provided an employee possesses the necessary qualifications, skills, and abilities reflecting the functions of the job concerned, as determined by the Employer, an employee as specified in Article 38.01 may have her name placed on a Work Area Specific Casual List. Such employee may also have her name placed on other Work Area Specific Casual Lists in accordance with (e) and (f) below.
- (c) An employee on a Work Area Specific Casual List is not obliged to accept an assignment when offered. However, if an employee is consistently unavailable when called for work on a unit, she shall be struck from that Unit Specific Casual List unless the employee has notified the Employer that she shall be unavailable for work for a specific period of time.
- (d) It is the responsibility of the employee to keep the Employer informed of any changes in her desire to be assigned casual work.
- (e) **Permanent Part-time Employees**
  - (i) A permanent part-time employee may place her name on the Work Area Specific Casual List of her work area if she wishes to be offered casual

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work. Such employee must indicate whether she wants to be offered short assignments or relief assignments, or both.

- (ii) A permanent part-time employee may request that her name be placed on one (1) additional Work Area Specific Casual List. Such a request shall be considered by the Employer and the decision will be made based on operational requirements.
- (iii) **Compensation for extra shifts shall be paid except where, upon request of the employee and with the approval of the Employer or his representative, time off in lieu of hours worked may be granted.**  
**(Partial language from L93, 94, 95 38.08)**

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(f) **Casual Employees**

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

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- (g) The Employer may determine that an employee on the Work Area Specific Casual List no longer possesses the necessary qualifications, skills, and abilities as determined by the Employer, reflecting the functions of the job concerned. If the Employer determines that the employee is no longer qualified, the employee shall be struck from that Work Area Specific Casual List, in which case written notification shall be given to the Union and the employee.
- (h) In unusual situations, the Employer may request an employee who is not on a particular Work Area Specific Casual List to work in that work area. Such an assignment does not result in the employee being deemed qualified for the unit's list.

~~38.04 Additional Shifts For Part-Time Unifor Employees~~

~~Article 38.04 applies to Unifor members at the NSHA~~

~~(a) Additional shifts will be awarded on the basis of seniority.~~

~~(b) All part-time Employees shall indicate to the Employer in writing on the form annexed as Appendix "C" (or any revised form provided by the Employer) whether or not the Employee is interested in the assignment of Additional Shifts beyond her or his designation as a percentage of full-time hours and their availability for such work. Only when the Part-Time Employee has expressed an interest, the Part-Time Employee may be assigned to Additional Shifts at their site or, by mutual agreement between the Employee and the Employer, at any other site. Any changes to the availability of the Part-Time Employee must be requested in writing; such~~

request is subject to approval by the Employer. Upon approval, the revised availability will come into effect for the next applicable posted schedule.

- 
- (e) ~~Relief Shifts will be offered to available part-time Employees and to available casual Employees who have indicated an interest in Relief Shifts at their Site, or, with mutual agreement between the Union and the Employer, may be offered at another Site or Sites. Relief Shifts becoming available at least forty-eight (48) hours prior to commencement of the Relief Shift will be offered to Part-time Employees except where there are no available Part-time Employees in which case Casual Employees will be offered such shifts. Where Relief Shifts become available on less than forty-eight (48) hours' notice such Relief Shifts will be offered to available Part-time or Casual Employees on an equitable basis.~~
- 
- (d) ~~Part-time Employees shall not be assigned to work Additional or Relief Shifts that would result in the Employee working in excess of seventy-five (75) hours in a bi-weekly pay period. Part-time Employees shall notify the Employer when the proposed assignment places them in an overtime situation.~~
- 
- (d) ~~Permanent Regular part-time Employees shall not be eligible for overtime compensation or call back premiums for Additional or Relief Shifts worked, except when the hours worked exceed seven and one half (7.5) hours per shift or seventy five (75) hours biweekly (in the case of eleven and one quarter (11.25) hour shift Employees eleven and one quarter (11.25) hours per shift or seventy five (75) hours biweekly) (Unifor Article 30)~~
- 

~~38.05 Additional And Relief Shifts For Part Time And Casual Employees.~~

~~Article 38.05 applies to CUPE members at the NSHA.~~

~~(a) Part-Time Employee's Extra Shifts~~

- 
- (i) ~~All Part-Time Employees shall indicate to the Immediate Management Supervisor (on the Part-Time Employee Availability Form Appendix 13) whether or not the Employee is interested in the assignment of shifts, that are known prior to posting (extra shifts) and that are beyond her/his designation as a percentage of Full-Time hours.~~
- 
- (ii) ~~A Permanent Regular Part-Time Employee may be assigned extra shifts up to the point of his/her indicated willingness to work extra shifts. The Employer shall normally assign extra shifts to such Permanent Regular Part-Time Employees as equitably as possible per posting on the basis of indicated availability. If extra shifts still exist after assignment of the extra shifts~~
-

~~to Permanent Regular Part-Time Employees, as set out above, the Employer may offer the extra shift(s) to Casual Employees.~~

~~(iii) A Part-Time Employee is permitted to submit a revised Availability Form indicating availability by March 1st (for April to June); by June 1st (for July to September); by September 1st (for October to December); and by December 1st (for January to March). A revised Part-Time Employee Availability Form may be submitted more often where mutually agreed with the Employer. Such agreement shall not be unreasonably withheld.~~

~~(b) Relief Shifts~~

~~When relief shifts become available (after a shift schedule has been posted) such relief shifts will be assigned as equitably as possible to Part-Time Employees and Casual Employees.~~

~~38.06 Article 38.06 applies to NSNU members at the NSHA.~~

~~(a) Part-Time Availability~~

~~(i) Any Permanent Regular and Temporary Part-Time Nurses who wish to work shifts beyond his or her appointment status are required to notify the Employer in writing. This notification will include information such as the desired number of additional hours or shifts, interest in shifts on other patient care units in addition to a Nurse's home unit and any restrictions to a Nurse's availability.~~

~~(ii) A calendar system will be used for each patient care unit for the purpose of scheduling additional shifts for both prior to and after posting of the schedule.~~

~~(iii) Any Permanent Regular and Temporary Part-Time Nurses who have provided notification in accordance with Article 38.06 (a)(i) 7.20 (a) shall indicate their specific available dates, available shifts, additional preferred units, and available time, via the calendar on their home unit.~~

~~(iv) When a Permanent Regular or Temporary Part-Time Nurse has worked up to his or her desired extra shifts, he or she is responsible to remove his or her name from the calendar on their patient care unit.~~

~~(v) A Permanent Regular or Temporary Part-Time Nurse will not be entitled to overtime until they have worked in excess of seventy-five (75) hours in a bi-weekly pay period except as outlined in Article 15.7.16 (a).~~

~~Not applicable to a Nurse Practitioner.~~

~~(b) "Prior to Posting" - Extra Shifts~~

~~Deficiencies in the work schedule which are known to the Employer prior to the posting of a schedule shall be considered "extra shifts".~~

~~(i) The Employer will first grant extra shifts to Permanent Regular and Temporary Part-Time Nurses within their home unit as equitably as possible on the basis of availability as indicated by the dates on the availability calendar on their home unit.~~

~~(ii) The Employer may permit individual patient care units to establish their own practices and procedures for granting extra shifts consistent with the terms of the Collective Agreement.~~

~~(iii) If extra shifts still exist on a work schedule after the process in Article 38.06 (b) (i) 7.21 (a) is complete, the Employer may grant extra shifts to Permanent Regular and Temporary Part-Time Nurses outside the home unit as equitably as possible and to Casual Nurses.~~

~~(iv) Extra shifts up to the point of his or her indicated willingness to work on the calendar shall be compensated at the Nurse's regular hourly rate for the hours worked except when the Nurse works overtime in accordance with Article 15 7.16.~~

~~Not applicable to a Nurse Practitioner.~~

~~(c) "After Posting" - Relief Shifts~~

~~Deficiencies in the work schedule which still exist at the time of posting or which arise after the posting of a schedule shall be considered "relief shifts."~~

~~(i) The Employer may offer relief shifts to Permanent Regular or Temporary Part-Time Nurses or Casual Nurses. The Nurses are not required to accept the relief shifts.~~

~~(ii) A Permanent Regular or Temporary Part-Time Nurse or a Casual Nurse who is offered and accepts relief shifts shall be compensated at the Nurse's regular hourly rate for the hours worked.~~

~~(iii) Once a relief shift is accepted, the Nurse is obligated to work. The Nurse who does not report for work on the relief shift as offered and accepted shall not be entitled to any compensation for the relief shift, except a Part-Time Nurse on a paid leave of absence (i.e. authorized sick leave, bereavement leave).~~

~~(iv) When his or her availability changes after the schedule is posted, a Part-Time Nurse may change his or her noted availability and is responsible for advising the Employer as soon as possible.~~

~~(v) For clarification, a relief shift of four (4) hours or more worked by a Permanent Regular or Temporary Part Time Nurse or a Casual Nurse contiguous to another regular shift worked is not considered an extension of a shift and will not attract overtime in accordance with Article ~~15~~ 7.16 (a). (NSNU 7.20, 7.21, 7.22)~~

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### 38.05 Long Assignments

(a) A Long Assignment is non-permanent work of a duration greater than ~~nine (9) months~~ three (3) months **CUPE 15.03 (iii)** and shall be used for the purpose of filling vacancies temporarily vacated as a result of long term disability, job-share arrangements, Workers' Compensation leave, pregnancy related illnesses (NEW) and approved leaves of greater than ~~nine months~~ three (3) months; and for staffing special projects.

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

~~(c) Where the Long Assignment is being used to temporarily replace an employee on a pregnancy related absence for a continuous period in excess of nine (9) months, which includes the total pregnancy leave combined with an employee's parental leave and any other related leave, the assignment may be filled in accordance with the procedure in Article 38.05. An employee on such long assignment shall in all other respects be treated as an employee on Long Assignment.~~

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

~~(e) A casual employee who accepts a Long Assignment shall receive fifteen (15) days paid vacation leave pro rated for the designation and the duration of her assignment.~~

~~(f) Notwithstanding Article 37.02, a casual employee who accepts a Long Assignment shall only be excluded from the following benefits:~~

~~(i) Vacation (Article 17)~~

~~(ii) Pregnancy Leave Allowance (Article 19.06(o))~~

~~(iii) Adoption Leave Allowance (Article 19.08(j))~~

~~(iv) Prepaid Leave (Article 19.14 and 44)~~

~~(v) Leave of Absence for Political Office (Article 19.15)~~

- ~~(vi) Military Leave (Article 19.16)~~
- ~~(vii) Education Leave (Article 19.17)~~
- ~~(viii) Retirement Allowance (Article 29)~~
- ~~(ix) Job Security (Article 32)~~
- ~~(x) Job Sharing (Article 40)~~
- ~~(xi) Long Term Disability (Article 21.06)~~

~~(g) — All benefits enjoyed by a casual employee in a Long Assignment shall be pro-rated, if appropriate, for the designation and duration of the Assignment.~~

**(d) A Casual Employee filling a Temporary position long assignment shall qualify, subject to eligibility, for other benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year. (CUPE 5.01(9))**

- (e) A casual employee who accepts a Long Assignment shall be entitled to:
  - (i) Group Insurance (Article 20), Medical Benefits, and at the casual employee's option, Pension (Article 30), pro-rated for the designation of the Long Assignment if the designation of the Long Assignment is .4 FTE but less than full time;
  - (ii) Group Insurance (Article 20), Medical/Dental Benefits, and, at the casual employee's option, Pension (Article 30), if the designation is full time;
  - (iii) Effective July 1, 1999, Article 38.04 (h)(ii) shall apply to all casuals who accept a Long Assignment of .4FTE or greater.
- (f) A casual employee who accepts a Long Assignment will be scheduled in accordance with Article 14 of this Agreement.
- (g) Overtime shall be granted in accordance with Article 15 or Article 39, whichever is applicable to the Assignment.
- (h) When the Long Assignment ends, a permanent employee shall return to her former position, or if that position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.
- (i) When a Long Assignment ends, a casual employee shall return to the Work Area Specific Casual List(s).
- (j) If a Long Assignment or consecutive Long Assignment(s) extends beyond four (4) years, a casual employee in such Assignment(s) shall receive all benefits a permanent employee would receive.

### 38.06 Short Assignments

- (a) A Short Assignment is non-permanent work of a duration of greater than **ten (10) days** ~~one month~~ but not exceeding ~~nine (9) months~~ **three (3) months**.
- (b) Short Assignments shall be filled from the Work Area Specific Casual List as follows:
  - (i) employees on the recall list in order of their seniority;
  - (ii) permanent part-time employees in order of their seniority;
  - (iii) casual employees in order of their seniority.
- (c) If a Short Assignment is not able to be filled in accordance with Article 38.05 (b), it shall be posted in accordance with Article 10.
- (d) An employee offered a Short Assignment is not required to accept the Assignment.
- (e) A permanent employee who accepts a Short Assignment shall maintain her permanent status for the duration of that Assignment. Benefits shall be pro-rated for the designation of the Assignment, if applicable.
- (f) A casual employee who accepts a Short Assignment shall receive the following benefits, prorated, if applicable for the designation of her Assignment:
  - (i) fifteen (15) days' unpaid vacation per year;
  - (ii) Leave for Union Business (Article 13);
  - (iii) Leaves (Article 19), excluding Pregnancy Leave Allowance, Adoption Leave Allowance, General Leave, Leave of Absence for Political Office, Prepaid Leave, Military Leave, Education Leave (Articles 19.06(o), 19.08(i), 19.11, 19.14, 19.15, 19.16 and 19.17);
  - (iv) General Leave, except that leave for personal illnesses or injuries shall not be limited to periods of three (3) days or less (Article 19.11).
  - (v) Eleven percent (11%) in lieu of benefits.
- (g) A casual employee who accepts a Short Assignment will be scheduled in accordance with Article 14 of this Agreement.
- (h) Overtime shall be granted in accordance with Article 15 or Article 39, whichever is applicable to the Assignment.
- (i) When a Short Assignment ends, a permanent employee shall return to her previous position, or if that position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

- (j) When the Short Assignment ends, a casual employee shall return to the Unit Specific Casual List(s).

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

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

### **38.08 Relief Assignments**

- (a) An Assignment that does not exceed **ten days** ~~one (1) month~~ (a “Relief Assignment”) shall be offered on a rotating basis to employees on a Work Area Specific Casual List. Where operational requirements permit, an employee may be assigned up to a maximum of five (5) consecutive working days. **(NSNU 8.02 (c))**
- (b) The assigning order for a Work Area Specific Casual List is:
  - (i) employees on the recall list in order of their seniority;
  - (ii) permanent part-time employees in order of their seniority; and
  - (iii) casual employees in order of their seniority;
- (c) An employee offered Relief Assignment is not required to accept the Assignment.
- (d) Accepting a Relief Assignment shall not increase the designation of a Permanent Part-time Employee.

### **38.09 Cancellation of Relief Shift Assignment**

An employee accepting a Relief Shift Assignment may have that shift assignment cancelled with three (3) hours notice if there is no longer a requirement for the Relief Shift Assignment. If less than three (3) hours notice is given, In the event less notice is given **for a cancelled relief shift, the Casual or Part-Time Employee shall be provided with work or be paid for the cancelled relief shift.** ~~the employee shall receive three (3) hours compensation at her rate of pay.~~ **(CUPE 17.05 (b) Unifor 9.15 (b))**

### **38.10 Reporting Pay**

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

### **38.11 Termination of Assignments**



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

### 38.12 Pay in Lieu of Notice

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

### 38.13 Completion of Assignments

~~(a) Subject to paragraph (b), an employee who accepts a Long or Short Assignment cannot commence another such assignment until the employee's existing assignment is completed.~~

- (a) Any Employee filling a ~~Temporary Position~~ long assignment must complete not less than four (4) months of the ~~Temporary Position~~ long assignment before being eligible to commence any other ~~Temporary Position~~ long assignment. **(CUPE 15.03 (e))** This does not exclude the Employee from applying for or commencing a permanent position or a long assignment that provides for an increase in hours "or a greater hourly rate" **(Unifor 19.01(e))** over the current long assignment. **(NSNU 12.06 last sentence)**
- (b) The restriction above in paragraph (a) will not apply in cases where a subsequent assignment arises in the same classification and where the employee would not require additional training or orientation to perform the duties of the subsequent assignment.

### 38.14 Casuals Placed in Assignments

- (a) A casual employee on a full-time Long or Short Assignment shall have her name temporarily removed from all Work Area Specific Casual Lists for the duration of the Assignment.
- (b) A casual employee on a part-time assignment shall be restricted in accordance with Article 38.04 (e)(i) and (ii).

**38.15 Overtime Restrictions**

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

**38.16 Headings**

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

## ARTICLE 39 - PART-TIME EMPLOYEES

### 39.01 Application of Collective Agreement

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

### 39.02 Entitlement to Benefits

Part time employees will be covered by this Agreement and shall be entitled to benefits pro-rated on the basis of hours worked, except as otherwise agreed to by the Parties.

### 39.03 Hours Worked

- (a) "Hours worked" for a part-time employee shall mean the employee's designated hours of work.
- (b) Although not "hours worked" as applicable in this Article, when a part-time employee works a relief assignment, she shall receive ~~an additional eleven percent (11%) over and above her current rate of pay in lieu of~~ benefits **pro-rated** for the relief assignment. **(CUPE 5 (8), Unifor 5.04 (a) NSNU various articles, L 93, 94, 95 38.03)**

### 39.04 Earning Entitlements

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

### 39.05 Unpaid Leave

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

### 39.06 Bereavement Leave

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

### 39.07 Service

For the purpose of accumulating service for part-time employment, part-time employees will not be subject to the negating provisions of Article 1.02(b). Except as otherwise provided in the Agreement, part-time employees will accumulate service and be credited

with service on a pro-rata basis in accordance with hours worked, including designated paid holidays or days off in lieu thereof, vacation, sick leave, injury on duty leave, paid leaves of absence.

### **39.08 Overtime**

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

### **39.09 Group Insurance**

- (a) Part-time employees (.4 FTE or greater) will be covered by a medical plan which is equivalent in coverage to the health care plan covering full-time employees. The Employer will pay 65% of the total premium cost for such health care coverage. The employee agrees to pay 35% of her total premium cost.
- (b) Part-time employees (.4 FTE or greater) will be covered by group life insurance with benefit entitlement prorated on the basis of hours worked. For example, fifty per cent (50%) of the full-time hours in a position with an annual (full-time) salary of \$30,000 will have her insurance coverage based on \$15,000 per annum salary.
- (c) Part-time employees are entitled to coverage pursuant to the Long Term Disability Plan applicable to full-time employees covered by this collective agreement.

### **39.10 Pension**

- (a) Part-time employees who are presently covered by a pension plan shall continue to be covered by the terms of that plan.

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

### **39.11 Headings**

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

## ~~ARTICLE 40 – JOB SHARING~~

### ~~40.01 – Terms and Conditions of Job Sharing~~

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

### ~~40.02 – Part of Collective Agreement~~

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

### ~~40.03 – Rights and Benefits~~

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

### ~~40.04 – Existing Employees Only~~

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

### ~~40.05 – Operational Requirements~~

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

### ~~40.06 – Qualifications~~

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

### ~~40.07 – Identification of Job Share~~

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

### ~~40.08 – Period of Job Share~~

~~A position will be shared for a minimum of six (6) months and a maximum period of two (2) years. Any extension beyond the two year (2) maximum term must be mutually acceptable to both employees, the Employer, and the Union. At the end of the job sharing period, the employees will resume the full time position they held prior to entering into the job sharing arrangement.~~

#### ~~40.09 Work Schedule Requirements~~

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

#### ~~40.10 Service~~

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

#### ~~40.11 Hours of Work~~

~~For the purposes of this Agreement, an employee's regular work day or regular work week will be the employee's scheduled hours of work under the job sharing arrangement. Time worked by an employee in addition to their scheduled hours of work will be compensated in accordance with Articles 39.03 and 39.08.~~

#### ~~40.12 Pro-Rating of Benefits~~

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

- ~~— (a) **Holidays** — Each employee will be entitled to one-half (1/2) the paid holidays provided for under Article 18 of the Agreement.~~
- ~~— (b) **General Leave** — One half (1/2) of the entitlement provided for under Article 19.~~
- ~~— (c) **Short Term Illness** — One half (1/2) the entitlement provided for in Article 21, up to a maximum of the equivalent of fifty (50) days at the appropriate full time salary level.~~
- ~~— (d) **Long Term Disability** — During the job sharing period, Employer and employee contributions to the LTD Fund will continue to be based upon the employee's normal full time salary. For the purposes of determining an employee's benefits~~

~~during the job sharing period, the amount of coverage will be based upon the normal salary the employee is entitled to receive during the job sharing period. Upon the expiry date of the job sharing period, as specified in the employee's approved application, the amount of coverage will be based upon the normal full-time salary the employee would be entitled to receive in the position she held prior to entering the job sharing arrangement.~~

~~(e) **Other Paid Leaves** — One half (1/2) the entitlement provided for in this Agreement.~~

~~(f) **Group Life Assurance** — Cost sharing of premiums and benefit entitlement will be based on one half (1/2) the employee's normal full-time salary.~~

~~(g) **Monthly Allowances/Premiums** — One half (1/2) the entitlement provided for in the Agreement.~~

#### ~~40.13 Pension~~

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

#### ~~40.14 Termination of Job Share~~

~~In the event one of the participants vacates the job shared position (e.g., through termination of employment, appointment to another position or being placed on leave under the LTD plan), the job sharing arrangement will terminate and the remaining participant will revert to full-time status in the position occupied prior to the job sharing arrangement, except where mutually acceptable alternative arrangements are approved by both the Employer and the Union.~~

#### ~~40.15 Notice~~

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

#### ~~40.16 Extension of Job Share~~

~~If the two employees wish to extend their job sharing arrangement beyond the initial period covered by their application or the maximum two-year period provided for in Article 40.08, they shall give a minimum of sixty (60) calendar days' written notice of such intent prior to the expiry of the original job sharing arrangement. In no case shall the~~



~~total length of the job share period for employees who enter job share arrangements extend beyond a continuous period of four (4) years.~~

#### ~~40.17 Incumbents~~

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

#### ~~40.18 Costs~~

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

#### ~~40.19 Existing Job Shares~~

~~Any employees currently in a job share arrangement would continue to operate under the provisions of that arrangement until the conclusion of the job share.~~

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### ARTICLE 40 - JOB SHARING

#### 40.01 Terms and Conditions of Job Sharing

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

#### 40.02 Rights and Benefits

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

#### 40.03 Existing Employees Only

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

#### 40.04 Operational Requirements

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

#### 40.05 Qualifications

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

#### 40.06 Identification of Job Share

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

#### 40.07 Period of Job Share

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

#### 40.08 Work Schedule Requirements

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

#### 40.09 Service

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

#### 40.10 Hours of Work

For the purposes of this Agreement, an employee's regular work day or regular work week will be the employee's scheduled hours of work under the job-sharing arrangement. A day on which an employee is not scheduled to work will be considered as the employee's rest day. Time worked by an employee outside her scheduled hours of work will be compensated as overtime in accordance with Article 14 of this Agreement, with the employee's bi-weekly rate being determined on the basis as if she were working the normal full-time hours.

#### 40.11 Pro-Rating of Benefits

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

(a) Holidays - Each employee will be entitled to one-half (1/2) the paid holidays provided for under Article 17 of the Agreement.

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

(c) Other Paid Leaves - One-half (1/2) the entitlement provided for in this Agreement.

(d) Group Life Assurance - Cost sharing of premiums and benefit entitlement will be based on one-half the employee's normal full-time salary.

#### 40.12 Pension

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

#### 40.13 Termination

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

#### 40.14 Notice

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

#### 40.15 Extension of Job Share

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

40.16 Filling of Vacancy

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

40.17 Costs

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

## **ARTICLE 41 - AMENDMENT**

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

## ARTICLE 33 - CLASSIFICATION & RECLASSIFICATION

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### 33.01 Classification and Salary Adjustments

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

### 33.02 Classification Appeal Procedure

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- An employee shall have the right to appeal the classification of the position she occupies in accordance with the following:
- (a) If an employee believes that the position she occupies is improperly classified, she shall notify her immediate management supervisor, in writing, of both the fact she believes she is improperly classified and the basis for that belief.
  - (b) The Employer shall, upon request, provide the employee with a written statement of duties and responsibilities within sixty (60) days of the request.
  - (c) If there is a dispute between the immediate management supervisor and the employee concerning the classification of the position the employee occupies, or if the employee believes there is a conflict between the classification standards or position description and the statement of duties, the employee may initiate a formal appeal in writing to the Director of Human Resources. The Director of Human Resources or designate shall respond in writing to the employee within sixty (60) days of the receipt of such appeal.
  - (d) If the foregoing procedure does not lead to a satisfactory resolution, within sixty (60) days of receipt of the reply from the Director of Human Resources or designate, the matter may be referred to Arbitration in accordance with Article 24.

- (e) An employee shall have the right of Union representation in respect to any appeal submitted.
- (f) The effective date of any resulting upward revision in classification shall be the first day of the bi-weekly period immediately following the date of receipt by the Employer of the employee's written appeal submitted pursuant to 33.02(c). (Existing IWK language)

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## **ARTICLE 42 – PAY PLAN MAINTENANCE**

### **42.01 – Overall Process**

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

### **42.02 – Issues Subject to Review**

- 
- The following process shall be applied where a new position has been created or where the Employer has initiated a substantial change to an existing position during the term of the collective agreement.
- 
- (a) ~~Where a new position is created the Employer may provisionally rate the position pending a review by the Human Resources Department. If both parties are not in agreement with the provisional rate, the matter may be referred for determination through the review process.~~
- 
- (b) ~~Where an Employee or either party to this agreement believes that the duties and/or responsibilities of a bargaining unit position have substantially~~

~~changed during the term of the collective agreement, they may file a request for review. If the parties are unable to agree on a resolution of the matter it may be referred for determination through this review process.~~

#### ~~42.03 Review Process~~

- ~~(a) — All request for review are subject to this Article and to the provisions of Memorandum of Agreement #10. All requests for review shall initially be submitted to the Human Resources Department in Capital Health of the Nova Scotia Health Authority for determination. Such requests shall include job fact sheets and an explanation of how the duties and/or responsibilities of the position have changed, including the effective date of the change(s). The Union(s) will be provided with copies of any material submitted for the review. The Human Resources Department will issue a decision within 30 days of receipt of the request for review and all other necessary material. (NEW)~~
- ~~(b) — Where an Employee or a party disagrees with the decision of the Human Resources Department or a decision is not received within 30 days of receipt of the request for review the issue may then be referred to the Job Evaluation Committee for review and decision. The Job Evaluation Committee shall meet within 30 days of the request to consider the matter. If the committee is unable to reach complete agreement within 30 days of the request to consider the matter, a party may refer those specific issues on which agreement has not been reached to the Joint Steering Committee for review for a final and binding determination. The Joint Steering Committee shall have 60 days in which to render a decision. Such issues shall be addressed through the application of the Aiken (Watson Wyatt) job evaluation system. When a decision on the issues in dispute has been issued it shall then be referred back to the Job Evaluation Committee for implementation. (NEW)~~
- ~~(c) — Where issues are referred to the Joint Steering Committee for resolution, the Employer and Union representatives shall first meet, before engaging the Chair, and attempt to resolve the referred issues between themselves. Any decisions reached by agreement at this stage (defined as a majority vote of support by both the Union and Employer caucus) shall be considered a decision of the Joint Steering Committee. Only those issues which cannot be resolved by the representatives of the parties may be referred on for resolution with the participation of the Chair. (NEW)~~
- ~~(d) — Any new pay rate arising as a result of a review of a newly created position or a substantially altered position pursuant to paragraph 8 shall be effective from the date the position was created or, in the case of substantially altered positions, the first day of the bi-weekly period immediately following the date of receipt by the Employer of the Employee's request for review.~~



~~(e) — A position may not be the subject of a request for review more than once in any one year period.~~

~~(f) — In accordance with art. 42.02 (b) above, any incumbent(s) in a position that is subject to a lower new pay rate will be granted Present Incumbency Only (PIO) salary protection in accordance with MOA #3. (NEW)~~

#### ~~42.04 LPN Reclassification~~

~~Notwithstanding anything in this article, the parties agree to conclude the current Licensed Practical Nurses (LPN) classification review and retroactively implement the results, if any, to all CUPE, NSGEU, NSNU and UNIFOR LPN's on the effective date of the reclassification. (NEW)~~

#### ~~42.05 Team Leader Reclassification~~

~~(a) — Notwithstanding anything in this article, any classification under a CUPE, NSGEU (Public Health, Addictions and Continuing Care and the IWK) or UNIFOR Collective Agreement receiving a Team Leader stipend, will be reviewed under this article and reclassified into a “Team Leader” classification. (NEW)~~

~~(b) — In addition the following Health Care Bargaining Unit positions will be reviewed by the Joint Evaluation Committee. The effective date of any classification changes will be the date that this Collective Agreement is ratified by both parties. (NEW)~~

~~(i)~~

~~(ii)~~

~~(iii)~~

~~...~~

~~(c) — The Union and Employer agree that the timelines outlined in 42.03 may be amended and /or waived by mutual agreement in order to complete the evaluations required in Article 42.05 (a) and (b). (NEW)~~

#### ~~42.06 Ongoing Reclassifications~~

~~Notwithstanding anything in this article, effective the date of signing of this Collective Agreement, all classification activities will be suspended for a maximum of two months so that the newly constructed Joint Evaluation Committee and Joint Steering Committees may be oriented and educated with regards to the Aiken (Watson Wyatt) job evaluation system. (NEW)~~

## **ARTICLE 43 - SUCCESSOR RIGHTS**

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

## ARTICLE 44 - PREPAID LEAVE PLAN

### 44.01 Purpose

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

### 44.02 Terms of Reference

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

### 44.03 Eligibility

Any permanent employee is eligible to participate in the Plan.

### 44.04 Application

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

### 44.05 Leave

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

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

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

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

- (a) During the deferral period of the Plan, preceding the period of the leave, the employee will be paid a reduced percentage of her salary. The remaining percentage of salary will be deferred, and this accumulated amount plus the interest earned shall be retained for the employee by the Employer to finance the period of leave.
- (b) The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for income taxes, Canada Pension Plan and Employment Insurance at that time.
- (c) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the deferred account. Interest shall be based upon the average daily balance of the account and credited to the employee's account on the first day of the following calendar month.
- (d) A yearly statement of the amount standing in the employee's credit will be sent to the employee by the Employer.
- (e) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33-1/3% of salary. The maximum length of any contract under the Plan will be seven (7) years.
- (f) The employee may arrange for any length of deferral period in accordance with the provisions set out under Article 44.06(e).

#### **44.07 Benefits**

- (a) While the employee is enrolled in the Plan prior to the period of leave, any benefits related to salary level shall be structured according to the salary the employee would have received had she not been enrolled in the Plan.

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

#### **44.08 Withdrawal**

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

#### **44.09 Written Contract**

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

## ARTICLE 45 – WORKLOAD

### 45.01 Safe Patient and Client Care

The Employer agrees to make every effort to maintain or improve safe standards of patient and client care.

### 45.02 Safe Patient and Client Care Review

- (a) An Employee who believes that adequate and safe care of patients and clients cannot be provided because of that Employee's workload, shall bring the matter to the attention of the Immediate Supervisor/Designate, and if the matter is not satisfactorily resolved, the Employee may file a written report which is attached at Appendix "4" which shall be submitted to the Employer for the Employer's comments. After full completion, the form shall be distributed to the listed Parties.
- (b) Failing resolution of the complaint by the Employer, the Employee may then refer the matter to the Bargaining Unit Labour Management Committee as set out in Article 27 9.
- (c) The Healthcare Labour Management Committee shall meet as soon as possible to hear and attempt to resolve the complaint to the satisfaction of both Parties.
- (d) Where the matter is not satisfactorily resolved under Article 45.02 (c) above, a report with a recommendation shall be forwarded by the Healthcare Labour Management Committee to the Employer's senior management team which shall provide a written response as quickly as possible. (CUPE 34, NSNU 17.00, 17.01)

## ARTICLE 46 45 - TERM OF AGREEMENT

### 46.01 Term of Agreement

This Agreement shall be in effect for a term beginning from November 1, 2014 ~~2011~~ and ending October 31, ~~20XX~~ 2014. After October 31, ~~20XX~~ 2014, this Agreement shall be automatically renewed for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days prior to the expiration of this Agreement or any renewal thereof. Notice to the Employer shall be sent to the Executive Director, Human Resources, IWK Health Centre, at 5850/5980 University Avenue, and PO Box 9700, Halifax, Nova Scotia B3K6R8. (Existing IWK language) Wages increases and adjustments are retroactive to November 1, 2014 ~~2011~~. All other Articles of this Agreement, unless otherwise specified, are effective as of upon ratification of this Collective Agreement.

### 46.02 Eligibility for Retroactive Pay

All persons who are employees as of the date of ratification are eligible for retroactive pay under Article 45.01, including those on approved leave and retirees.

### 46.03 Retroactivity

Members of the bargaining unit who have resigned or retired since October 31, ~~2011~~ 2014 will have thirty (30) days from the date of signing of this Agreement to apply in writing for the retroactive wage increase.

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

**It is recognized by all parties that this agreement is being signed on unceded Mi'kmaq territory.**



## APPENDIX 1

### EXPEDITED ARBITRATION - RULES OF PROCEDURE

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

Susan Ashley

~~Erie Stone~~

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

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

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

## APPENDIX 2

### HEALTH AND DENTAL PLANS

- (a) Employees who are presently covered by **the HANS benefits plans** ~~or the benefits plans in effect at the former Public Health Addictions and Continuing Care and the former Capital District Health Authority~~ shall continue to be covered by the terms of the plans which are hereby incorporated into this collective agreement, unless the Union and the Employer agree otherwise.
- (b) Employees not presently covered by a benefit plan shall be brought under the terms of ~~one of~~ the existing plans **in effect at the place where they are employed.** ~~as determined by mutual agreement of the Employer and the Union.~~

**APPENDIX 11 "F"**

**WORKLOAD SITUATION REPORT**

EMPLOYER NAME: \_\_\_\_\_

SITE: \_\_\_\_\_

(1) NAME: \_\_\_\_\_ DATE: (YYYY/MM/DD): \_\_\_\_\_

UNIT / DEPT: \_\_\_\_\_ SHIFT/TIME OF OCCURRENCE: \_\_\_\_\_

(2) STAFFING (NUMBERS)

SCHEDULED:

THIS SHIFT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) Describe workload situation as you saw it:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) Name of Manager/Supervisor/Designate Contacted: \_\_\_\_\_

Time Contacted: \_\_\_\_\_

(5) Describe action/response given by Manager/Supervisor/Designate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(6) Describe your response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(7) What other options might have been considered:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date: (YYYY/MM/DD) & Time of Submission

\_\_\_\_\_  
Signature

**Copies to:**

***Union or Employer Chairs or Labour Management Committee***



APPENDIX 12 "E"

CUPE LAID-OFF EMPLOYEE AVAILABILITY FORM

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

- (a) Prior to lay off, I was working at \_\_\_\_\_, site(s).
- (b) Prior to lay off, I was working in \_\_\_\_\_, department(s).
- (c) Prior to lay off, my designation as a percentage of Full-Time hours was \_\_\_\_\_%.
- (d) I am interested in being recalled to a Regular Position. YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, other than my previous work site(s), I would accept recall to a position at:

Name sites \_\_\_\_\_.

- (e) Other than recall to a Regular Position, I am interested in working additional shifts (which may include a Temporary Position, extra shifts, relief shifts and required shifts).

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, I may be assigned to work up to my (prior to lay off) designation as a percentage of Full-Time hours (and have priority for extra shifts due to lay off status).

- (f) I am interested in working beyond my prior to lay off designation as a percentage of Full-Time hours).

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, I am interested in working \_\_\_\_\_% (as a percentage of Full-Time hours) and shall be treated as a Part-Time Employee for the purposes of Articles 17.04 and 17.05, inclusive.

Once submitted, the Employer is entitled to rely on the Laid-off Employee Availability Form until a new form is implemented according to the following process. A Laid-off Employee is permitted to submit a revised Laid-off Employee Availability Form indicating availability by March 1<sup>st</sup> (for April to June); by June 1<sup>st</sup> (for July to September); by September 1<sup>st</sup> (for October to December); and by December 1<sup>st</sup> (for January to March). A revised Laid-off Employee Availability Form may be submitted more often where mutually agreed with the Employer. Such agreement shall not be unreasonably withheld.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

APPENDIX 3  
ALPHABETIZED INDEX OF CLASSIFICATIONS AND CORRESPONDING PAY PLAN

Amend as per the decision of James Dorsey of February 19, 2015 and as changed by subsequent agreement of the parties.

This appendix will require a review of positions in each union to ensure standardized classification titles are applied.

## Schedule 3 - IWK Health Centre Health Care Bargaining Units at April 1, 2015

BARGAINING UNITS - APRIL 1, 2015	Employees	Current Unit
<b>HEALTH CARE</b>		
Access Navigator	2	Health Care
Adolescent Case Worker	8	Health Care
Anaesthesia Assistant	9	Health Care
Anaesthesia Technician	2	Health Care
Care Team Assistant	14	Health Care
Charge Technician Ultrasound	1	Health Care
Child Care Worker	16	Health Care
Child Life Specialist Certified	15	Health Care
Child Life Worker	8	Health Care
Child Mental Health Worker	2	Health Care
Clinical Interventionist Occupational Therapy	3	Health Care
Clinical Interventionist Speech Language Pathology	3	Health Care
Community Outreach Worker	1	Health Care
Coordinator and Feeding Specialist	1	Health Care
Coordinator Clinical Practice Respiratory	3	Health Care
Coordinator Community Nutrition	1	Health Care
Coordinator Laboratory Standards	1	Health Care
Coordinator LIS	2	Health Care
Crisis Intervener	7	Health Care
Crisis Worker	16	Health Care
Cytogenetic Laboratory Tech 1	10	Health Care
Cytogenetic Laboratory Tech 2	1	Health Care
Dental Assistant	10	Health Care
Development Associate	2	Health Care
Dietetic Technician	4	Health Care
Dietician/Nutritionist	27	Health Care
Educational Support Worker	7	Health Care
EIBI Program Implementer	29	Health Care
EKG Technician	2	Health Care
Electroneurophysiology Tech in Training	2	Health Care
Flight Respiratory Therapist	9	Health Care
Intake Worker	1	Health Care
Medical Laboratory Assistant	26	Health Care
Medical Laboratory Technologist	59	Health Care
Medical Laboratory Technologist 2	13	Health Care
Molecular Diagnostic Laboratory Technologist	3	Health Care
Molecular Diagnostic Laboratory Technologist 2	2	Health Care
MRI Technologist	2	Health Care
Music Therapist	1	Health Care
Nuclear Medicine Technologist	5	Health Care
Occupational Therapist	40	Health Care
Ophthalmic Technician	2	Health Care
Orthoptist/Ophthalmic Med Tech/Instructor	7	Health Care
Orthoptist/Ophthalmic Medical Tech	8	Health Care
Patient Navigator Cancer Care	1	Health Care
Pharmacist	30	Health Care



Pharmacy Technician	30	Health Care
Physiotherapist	32	Health Care
Psychologist Masters	7	Health Care
Psychologist PhD	44	Health Care
Psychometrist	2	Health Care
Radiology Technician	35	Health Care
Radiology Technician 3	6	Health Care
Recreation Therapist	12	Health Care
Recreation Therapy Associate	5	Health Care
Rehabilitation Assistant	3	Health Care
Remedial Seating Technician	1	Health Care
Residential Counsellor	1	Health Care
Respiratory Technician	3	Health Care
Respiratory Therapist	27	Health Care
Respiratory Therapy Aide	2	Health Care
School Based Clinician	2	Health Care
Social Worker	1	Health Care
Social Worker Masters	80	Health Care
Teacher	14	Health Care
Technical Assistant	5	Health Care
Ultrasonographer	14	Health Care
Youth Care Worker	70	Health Care
Total	814	

**APPENDIX “A” PAY PLAN\***

Pay Grade	Classification	Step	Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
<b>GE 2</b>	<b>Animal Quarters Technician</b>	Step 1	\$17.4041	\$33,938	\$17.7522	\$34,617	\$18.1960	\$35,482			\$18.7419	\$36,547
	<b>Processor Technician</b>	Step 2	\$17.7993	\$34,709	\$18.1553	\$35,403	\$18.6092	\$36,288			\$19.1674	\$37,377
	<b>Technical Assistant</b>	Step 3	\$18.1938	\$35,478	\$18.5577	\$36,188	\$19.0216	\$37,092			\$19.5923	\$38,205
		Step 4	\$18.5874	\$36,246	\$18.9591	\$36,971	\$19.4331	\$37,895			\$20.0161	\$39,032
		Step 5	\$18.9812	\$37,013	\$19.3608	\$37,753	\$19.8448	\$38,697			\$20.4402	\$39,858
		Step 25							\$20.5394	\$40,051	\$21.1556	\$41,253
<b>GE 3</b>	<b>Dental Assistant</b>	Step 1	\$19.0501	\$37,148	\$19.4311	\$37,891	\$19.9169	\$38,838			\$20.5144	\$40,003
	<b>EKG Technologist</b>	Step 2	\$19.6090	\$38,237	\$20.0012	\$39,002	\$20.5012	\$39,977			\$21.1162	\$41,176
	<b>Remedial Seating Technician</b>	Step 3	\$20.1689	\$39,329	\$20.5723	\$40,116	\$21.0866	\$41,118			\$21.7192	\$42,352
		Step 4	\$20.7274	\$40,418	\$21.1419	\$41,226	\$21.6705	\$42,257			\$22.3206	\$43,525
		Step 5	\$21.2872	\$41,510	\$21.7129	\$42,340	\$22.2558	\$43,399			\$22.9234	\$44,701
		Step 25							\$23.0347	\$44,918	\$23.7258	\$46,265

Pay Grade	Classification	Step	Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 11	Health Records Analyst	Step 1	\$24.2580	\$47,303	\$24.7432	\$48,249	\$25.3617	\$49,455			\$26.1226	\$50,939
	Health Records Administrator	Step 2	\$24.9394	\$48,632	\$25.4382	\$49,605	\$26.0741	\$50,845			\$26.8564	\$52,370
		Step 3	\$25.8002	\$50,310	\$26.3162	\$51,316	\$26.9741	\$52,599			\$27.7833	\$54,177
		Step 4	\$26.6425	\$51,953	\$27.1754	\$52,992	\$27.8547	\$54,317			\$28.6904	\$55,946
		Step 25							\$28.8296	\$56,218	\$29.6945	\$57,904
GE 12	Medical Laboratory Assistant	Step 1	\$18.8335	\$36,725	\$19.2102	\$37,460	\$19.6904	\$38,396			\$20.2811	\$39,548
	Medical Laboratory Assistant- Pathology	Step 2	\$20.0550	\$39,107	\$20.4561	\$39,889	\$20.9675	\$40,886			\$21.5965	\$42,113
		Step 3	\$20.6951	\$40,355	\$21.1090	\$41,162	\$21.6367	\$42,191			\$22.2858	\$43,457
		Step 4	\$21.3351	\$41,603	\$21.7618	\$42,435	\$22.3058	\$43,496			\$22.9750	\$44,801
		Step 25							\$23.0866	\$45,018	\$23.7791	\$46,369
GE 13	Medical Lab Tech I	Step 1	\$25.0447	\$48,837	\$25.5456	\$49,814	\$26.1842	\$51,059			\$26.9698	\$52,591
	Polysomnographic	Step 2	\$25.6219	\$49,963	\$26.1343	\$50,962	\$26.7877	\$52,236			\$27.5913	\$53,803
	Radiology Technologist II	Step 3	\$26.9143	\$52,483	\$27.4526	\$53,533	\$28.1389	\$54,871			\$28.9831	\$56,517
		Step 4	\$27.6703	\$53,957	\$28.2237	\$55,036	\$28.9293	\$56,412			\$29.7972	\$58,104
		Step 5	\$29.5600	\$57,642	\$30.1512	\$58,795	\$30.9050	\$60,265			\$31.8321	\$62,073
		Step 6	\$30.4932	\$59,462	\$31.1031	\$60,651	\$31.8806	\$62,168			\$32.8371	\$64,033
		Step 25	\$31.5605	\$61,543	\$32.1917	\$62,774	\$32.9965	\$64,343			\$33.9864	\$66,274

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 14	Medical Lab Tech II	Step 1	\$27.9375	\$54,478	\$28.4963	\$55,568	\$29.2087	\$56,957			\$30.0849	\$58,665
	Cytogenetic Lab Tech I	Step 2	\$30.6073	\$59,684	\$31.2194	\$60,878	\$31.9999	\$62,400			\$32.9599	\$64,272
	Molecular Diagnostic Lab Tech	Step 3	\$31.6791	\$61,774	\$32.3127	\$63,009	\$33.1205	\$64,585			\$34.1141	\$66,522
		Step 4	\$32.8073	\$63,974	\$33.4634	\$65,253	\$34.3000	\$66,885			\$35.3290	\$68,891
		Step 5	\$33.9164	\$66,137	\$34.5947	\$67,460	\$35.4596	\$69,146			\$36.5234	\$71,221
		Step 25	\$35.1035	\$68,452	\$35.8056	\$69,821	\$36.7007	\$71,567			\$37.8017	\$73,714
GE 16	Medical Photographer	Step 1	\$20.2756	\$39,537	\$20.6811	\$40,328	\$21.1981	\$41,336			\$21.8341	\$42,576
		Step 2	\$20.8704	\$40,697	\$21.2878	\$41,511	\$21.8200	\$42,549			\$22.4746	\$43,825
		Step 3	\$21.4664	\$41,859	\$21.8957	\$42,696	\$22.4431	\$43,764			\$23.1164	\$45,076
		Step 4	\$22.0609	\$43,019	\$22.5021	\$43,879	\$23.0647	\$44,976			\$23.7566	\$46,326
		Step 5	\$22.6567	\$44,181	\$23.1098	\$45,065	\$23.6876	\$46,191			\$24.3982	\$47,577
		Step 25							\$24.5166	\$47,808	\$25.2521	\$49,242
GE 17	OR Technician	Step 1	\$20.2897	\$39,565	\$20.6955	\$40,356	\$21.2129	\$41,365			\$21.8493	\$42,606
		Step 2	\$20.8811	\$40,718	\$21.2987	\$41,532	\$21.8312	\$42,571			\$22.4861	\$43,848
		Step 3	\$21.4737	\$41,874	\$21.9032	\$42,711	\$22.4508	\$43,779			\$23.1243	\$45,093
		Step 4	\$22.0646	\$43,026	\$22.5059	\$43,887	\$23.0685	\$44,984			\$23.7606	\$46,333
		Step 5	\$22.6568	\$44,181	\$23.1099	\$45,065	\$23.6877	\$46,191			\$24.3983	\$47,577
		Step 25							\$24.5168	\$47,808	\$25.2523	\$49,242

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 18	Crisis Intervenor (BSW)	Step 1	\$27.5907	\$53,802	\$28.1425	\$54,878	\$28.8461	\$56,250			\$29.7115	\$57,937
	Occupational Therapist	Step 2	\$29.8701	\$58,247	\$30.4675	\$59,412	\$31.2292	\$60,897			\$32.1661	\$62,724
	Physiotherapist	Step 3	\$31.0094	\$60,468	\$31.6296	\$61,677	\$32.4203	\$63,219			\$33.3929	\$65,116
	Discharge Coordinator	Step 4	\$32.2516	\$62,891	\$32.8966	\$64,149	\$33.7190	\$65,753			\$34.7306	\$67,725
	Social Worker (BSW)	Step 5	\$33.5178	\$65,360	\$34.1882	\$66,667	\$35.0429	\$68,334			\$36.0941	\$70,384
			Step 6	\$34.8408	\$67,940	\$35.5376	\$69,299	\$36.4261	\$71,031			\$37.5188
		Step 25	\$36.0602	\$70,317	\$36.7814	\$71,723	\$37.7009	\$73,516			\$38.8320	\$75,722
GE 19	Orthopedic Technologist	Step 1	\$19.8425	\$38,693	\$20.2394	\$39,467	\$20.7453	\$40,454			\$21.3677	\$41,667
		Step 2	\$20.4027	\$39,785	\$20.8108	\$40,581	\$21.3310	\$41,595			\$21.9710	\$42,843
		Step 3	\$21.0426	\$41,033	\$21.4635	\$41,854	\$22.0000	\$42,900			\$22.6600	\$44,187
		Step 4	\$21.3742	\$41,680	\$21.8017	\$42,514	\$22.3467	\$43,576			\$23.0171	\$44,884
		Step 5	\$22.9937	\$44,838	\$23.4536	\$45,735	\$24.0399	\$46,878			\$24.7611	\$48,284
		Step 25							\$24.8813	\$48,519	\$25.6277	\$49,974
GE 22	Pharmacy Technician	Step 1	\$18.8335	\$36,725	\$19.2102	\$37,460	\$19.6904	\$38,396			\$20.2811	\$39,548
		Step 2	\$20.0550	\$39,107	\$20.4561	\$39,889	\$20.9675	\$40,886			\$21.5965	\$42,113
		Step 3	\$20.6950	\$40,355	\$21.1089	\$41,162	\$21.6366	\$42,191			\$22.2857	\$43,457
		Step 4	\$21.3350	\$41,603	\$21.7617	\$42,435	\$22.3057	\$43,496			\$22.9749	\$44,801
		Step 25							\$23.0864	\$45,018	\$23.7790	\$46,369

Pay Grade	Classification	Step	Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 24	Medical Lab Tech III	Step 1	\$31.1862	\$60,813	\$31.8099	\$62,029	\$32.6052	\$63,580			\$33.5833	\$65,487
	Cytogenetic Lab Tech II	Step 2	\$32.2771	\$62,940	\$32.9226	\$64,199	\$33.7457	\$65,804			\$34.7581	\$67,778
	Molecular Diagnostic Lab	Step 3	\$33.4271	\$65,183	\$34.0956	\$66,487	\$34.9480	\$68,149			\$35.9965	\$70,193
		Step 4	\$34.5579	\$67,388	\$35.2491	\$68,736	\$36.1303	\$70,454			\$37.2142	\$72,568
		Step 25	\$35.7674	\$69,746	\$36.4827	\$71,141	\$37.3948	\$72,919			\$38.5167	\$75,107
GE 26	Nuclear Med Technologist	Step 1	\$27.8143	\$54,238	\$28.3706	\$55,323	\$29.0799	\$56,706			\$29.9522	\$58,407
	Ultrasound Technologist	Step 2	\$28.7554	\$56,073	\$29.3305	\$57,194	\$30.0638	\$58,624			\$30.9657	\$60,383
		Step 3	\$29.6760	\$57,868	\$30.2695	\$59,025	\$31.0263	\$60,501			\$31.9570	\$62,316
		Step 4	\$30.5955	\$59,661	\$31.2074	\$60,854	\$31.9876	\$62,376			\$32.9472	\$64,247
		Step 5	\$31.5381	\$61,499	\$32.1689	\$62,729	\$32.9731	\$64,297			\$33.9623	\$66,226
		Step 6	\$32.4592	\$63,295	\$33.1084	\$64,561	\$33.9361	\$66,175			\$34.9542	\$68,160
		Step 25	\$33.5953	\$65,511	\$34.2672	\$66,821	\$35.1239	\$68,492			\$36.1776	\$70,547
GE 30	Charge Technician Ultrasound	Step 1	\$27.9375	\$54,478	\$28.4963	\$55,568	\$29.2087	\$56,957			\$30.0849	\$58,665
	Radiology Technologist III	Step 2	\$30.6073	\$59,684	\$31.2194	\$60,878	\$31.9999	\$62,400			\$32.9599	\$64,272
		Step 3	\$31.6791	\$61,774	\$32.3127	\$63,009	\$33.1205	\$64,585			\$34.1141	\$66,522
		Step 4	\$32.8073	\$63,974	\$33.4634	\$65,253	\$34.3000	\$66,885			\$35.3290	\$68,891
		Step 5	\$33.9164	\$66,137	\$34.5947	\$67,460	\$35.4596	\$69,146			\$36.5234	\$71,221
		Step 25	\$35.1035	\$68,452	\$35.8056	\$69,821	\$36.7007	\$71,567			\$37.8017	\$73,714

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 33	Child Care Worker	Step 1	\$21.1500	\$41,243	\$21.5730	\$42,068	\$22.1123	\$43,120			\$22.7757	\$44,413
	EIBI Program Implementer	Step 2	\$21.9694	\$42,840	\$22.4088	\$43,697	\$22.9690	\$44,789			\$23.6581	\$46,133
	Youth Care Worker	Step 3	\$22.9263	\$44,706	\$23.3848	\$45,600	\$23.9694	\$46,740			\$24.6885	\$48,142
		Step 4	\$25.7952	\$50,301	\$26.3111	\$51,307	\$26.9689	\$52,590			\$27.7779	\$54,167
		Step 5	\$26.8874	\$52,430	\$27.4251	\$53,479	\$28.1108	\$54,816			\$28.9541	\$56,460
		Step 6	\$27.9797	\$54,560	\$28.5393	\$55,651	\$29.2528	\$57,042			\$30.1304	\$58,754
		Step 25							\$30.2766	\$59,039	\$31.1849	\$60,810
GE 33	Child Mental Health Worker (PIO)	Step 1	\$23.0558	\$44,959	\$23.5169	\$45,858	\$24.1048	\$47,004			\$24.8280	\$48,415
		Step 2	\$23.6898	\$46,195	\$24.1636	\$47,119	\$24.7677	\$48,297			\$25.5107	\$49,746
		Step 3	\$24.4322	\$47,643	\$24.9208	\$48,596	\$25.5439	\$49,811			\$26.3102	\$51,305
		Step 4	\$25.2774	\$49,291	\$25.7829	\$50,277	\$26.4275	\$51,534			\$27.2203	\$53,080
		Step 5	\$26.2278	\$51,144	\$26.7524	\$52,167	\$27.4212	\$53,471			\$28.2438	\$55,075
		Step 6	\$27.2844	\$53,205	\$27.8301	\$54,269	\$28.5258	\$55,625			\$29.3816	\$57,294
		Step 7	\$28.1035	\$54,802	\$28.6656	\$55,898	\$29.3822	\$57,295			\$30.2637	\$59,014
		Step 8	\$29.0920	\$56,729	\$29.6738	\$57,864	\$30.4157	\$59,311			\$31.3282	\$61,090
		Step 9	\$29.5382	\$57,599	\$30.1290	\$58,751	\$30.8822	\$60,220			\$31.8087	\$62,027
		Step 25							\$31.9631	\$62,328	\$32.9220	\$64,198

Pay Grade	Classification	Step	Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 34	Licensed Practical Nurse	Step 1	\$21.8986	\$42,702	\$22.3366	\$43,556	\$22.8950	\$44,645			\$23.5818	\$45,984
		Step 2	\$22.4099	\$43,699	\$22.8581	\$44,573	\$23.4296	\$45,687			\$24.1324	\$47,058
		Step 3	\$22.8941	\$44,644	\$23.3520	\$45,537	\$23.9358	\$46,675			\$24.6539	\$48,076
		Step 4	\$23.5287	\$45,881	\$23.9993	\$46,799	\$24.5993	\$47,969			\$25.3372	\$49,408
		Step 25							\$25.4602	\$49,647	\$26.2240	\$51,137
GE 36	Orthoptist/Ophthalmic Medical Technologist/ Instructor	Step 1	\$29.2971	\$57,129	\$29.8830	\$58,272	\$30.6301	\$59,728			\$31.5490	\$61,520
		Step 2	\$31.7172	\$61,848	\$32.3515	\$63,085	\$33.1603	\$64,662			\$34.1551	\$66,602
		Step 3	\$32.9271	\$64,208	\$33.5856	\$65,492	\$34.4253	\$67,129			\$35.4580	\$69,143
		Step 4	\$34.2460	\$66,780	\$34.9309	\$68,116	\$35.8042	\$69,818			\$36.8783	\$71,913
		Step 5	\$35.5907	\$69,402	\$36.3025	\$70,790	\$37.2101	\$72,560			\$38.3264	\$74,737
		Step 6	\$36.9954	\$72,141	\$37.7353	\$73,584	\$38.6787	\$75,423			\$39.8391	\$77,686
		Step 25	\$38.2902	\$74,666	\$39.0560	\$76,159	\$40.0324	\$78,063			\$41.2334	\$80,405
GE 39	Community Outreach Worker	Step 1	\$27.0233	\$52,695	\$27.5638	\$53,749	\$28.2529	\$55,093			\$29.1004	\$56,745
	Recreation Therapist	Step 2	\$29.2558	\$57,049	\$29.8409	\$58,190	\$30.5869	\$59,645			\$31.5045	\$61,434
	Teacher TC5	Step 3	\$30.3716	\$59,225	\$30.9790	\$60,410	\$31.7535	\$61,920			\$32.7061	\$63,777
		Step 4	\$31.5882	\$61,597	\$32.2200	\$62,829	\$33.0255	\$64,400			\$34.0162	\$66,332
		Step 5	\$32.8287	\$64,016	\$33.4853	\$65,296	\$34.3224	\$66,929			\$35.3521	\$68,937
		Step 6	\$34.1242	\$66,542	\$34.8067	\$67,873	\$35.6769	\$69,570			\$36.7472	\$71,657
		Step 25	\$35.3185	\$68,871	\$36.0249	\$70,248	\$36.9255	\$72,005			\$38.0333	\$74,165



Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 40	Dietetic Technician	Step 1	\$19.3356	\$37,704	\$19.7223	\$38,458	\$20.2154	\$39,420			\$20.8218	\$40,602
		Step 2	\$19.9947	\$38,990	\$20.3946	\$39,770	\$20.9045	\$40,764			\$21.5316	\$41,987
		Step 3	\$20.6540	\$40,275	\$21.0671	\$41,081	\$21.5938	\$42,108			\$22.2416	\$43,371
		Step 4	\$21.3132	\$41,561	\$21.7395	\$42,392	\$22.2830	\$43,452			\$22.9514	\$44,756
		Step 5	\$21.9723	\$42,846	\$22.4117	\$43,703	\$22.9720	\$44,795			\$23.6612	\$46,139
		Step 25							\$23.7761	\$46,363	\$24.4893	\$47,754
GE 44	Health Records Technician	Step 1	\$22.1085	\$43,112	\$22.5507	\$43,974	\$23.1144	\$45,074			\$23.8079	\$46,426
		Step 2	\$22.6182	\$44,105	\$23.0706	\$44,987	\$23.6473	\$46,112			\$24.3567	\$47,495
		Step 3	\$23.1097	\$45,064	\$23.5719	\$45,965	\$24.1612	\$47,114			\$24.8860	\$48,528
		Step 4	\$23.7590	\$46,330	\$24.2342	\$47,257	\$24.8400	\$48,438			\$25.5852	\$49,891
		Step 25							\$25.7094	\$50,133	\$26.4807	\$51,637
GE 45	Respiratory Therapist IV	Step 1	\$33.0484	\$64,444	\$33.7094	\$65,733	\$34.5521	\$67,376			\$35.5887	\$69,397
		Step 2	\$34.2252	\$66,739	\$34.9097	\$68,074	\$35.7824	\$69,776			\$36.8559	\$71,869
		Step 3	\$35.3826	\$68,996	\$36.0903	\$70,376	\$36.9925	\$72,135			\$38.1023	\$74,299
		Step 4	\$36.5202	\$71,214	\$37.2506	\$72,638	\$38.1819	\$74,454			\$39.3273	\$76,688
		Step 25	\$37.7984	\$73,707	\$38.5544	\$75,181	\$39.5182	\$77,061			\$40.7038	\$79,372

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 48	Bereavement Coordinator	Step 1	\$30.3060	\$59,097	\$30.9121	\$60,279	\$31.6849	\$61,786			\$32.6355	\$63,639
	Concurrent Disorder	Step 2	\$31.5122	\$61,449	\$32.1424	\$62,678	\$32.9460	\$64,245			\$33.9344	\$66,172
	Social Worker (MSW)	Step 3	\$34.0320	\$66,362	\$34.7126	\$67,689	\$35.5805	\$69,381			\$36.6479	\$71,463
		Step 4	\$35.3468	\$68,926	\$36.0537	\$70,305	\$36.9551	\$72,062			\$38.0637	\$74,224
		Step 5	\$36.7716	\$71,705	\$37.5070	\$73,139	\$38.4447	\$74,968			\$39.5980	\$77,217
		Step 6	\$38.3066	\$74,698	\$39.0727	\$76,192	\$40.0496	\$78,097			\$41.2510	\$80,440
		Step 7	\$39.8405	\$77,689	\$40.6373	\$79,243	\$41.6532	\$81,224			\$42.9028	\$83,661
		Step 25	\$41.2349	\$80,408	\$42.0596	\$82,016	\$43.1111	\$84,067			\$44.4044	\$86,589
GE 49	Adolescent Caseworker	Step 1	\$26.2489	\$51,185	\$26.7739	\$52,209	\$27.4432	\$53,514			\$28.2665	\$55,119
	Child Life Specialist -	Step 2	\$28.7573	\$56,077	\$29.3324	\$57,199	\$30.0658	\$58,629			\$30.9677	\$60,387
	Coordinator & Feeding	Step 3	\$29.7644	\$58,041	\$30.3597	\$59,202	\$31.1187	\$60,682			\$32.0522	\$62,502
	Coordinator Operations CRP	Step 4	\$30.8244	\$60,108	\$31.4409	\$61,310	\$32.2269	\$62,843			\$33.1937	\$64,728
		Step 5	\$31.8663	\$62,139	\$32.5036	\$63,382	\$33.3162	\$64,966			\$34.3157	\$66,915
		Step 25	\$32.9816	\$64,314	\$33.6412	\$65,600	\$34.4823	\$67,240			\$35.5167	\$69,257
GE 50	Child Life Worker	Step 1	\$22.1087	\$43,112	\$22.5509	\$43,974	\$23.1146	\$45,074			\$23.8081	\$46,426
	Coordinator Animal Care	Step 2	\$22.6181	\$44,105	\$23.0705	\$44,987	\$23.6472	\$46,112			\$24.3566	\$47,495
		Step 3	\$23.1097	\$45,064	\$23.5719	\$45,965	\$24.1612	\$47,114			\$24.8860	\$48,528
		Step 4	\$23.7590	\$46,330	\$24.2342	\$47,257	\$24.8400	\$48,438			\$25.5852	\$49,891
		Step 25							\$25.7094	\$50,133	\$26.4807	\$51,637

Pay Grade	Classification	Step	Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 54	LIS Coordinator	Step 1	\$32.7487	\$63,860	\$33.4037	\$65,137	\$34.2388	\$66,766			\$35.2659	\$68,769
	Lab Standards Coordinator	Step 2	\$33.6976	\$65,710	\$34.3716	\$67,024	\$35.2308	\$68,700			\$36.2878	\$70,761
		Step 3	\$34.6474	\$67,562	\$35.3403	\$68,913	\$36.2239	\$70,636			\$37.3106	\$72,755
		Step 4	\$35.5964	\$69,413	\$36.3083	\$70,801	\$37.2160	\$72,571			\$38.3325	\$74,748
		Step 5	\$36.8722	\$71,901	\$37.6096	\$73,339	\$38.5499	\$75,172			\$39.7064	\$77,428
		Step 25	\$38.1627	\$74,417	\$38.9260	\$75,905	\$39.8991	\$77,803			\$41.0961	\$80,137
GE 55	Graphic Designer	Step 1	\$23.6540	\$46,125	\$24.1271	\$47,048	\$24.7303	\$48,224			\$25.4722	\$49,670
		Step 2	\$24.6614	\$48,090	\$25.1546	\$49,052	\$25.7835	\$50,278			\$26.5570	\$51,786
		Step 3	\$25.6706	\$50,058	\$26.1840	\$51,059	\$26.8386	\$52,336			\$27.6438	\$53,906
		Step 4	\$26.7791	\$52,219	\$27.3147	\$53,263	\$27.9975	\$54,595			\$28.8375	\$56,233
		Step 5	\$27.8887	\$54,383	\$28.4465	\$55,471	\$29.1576	\$56,857			\$30.0324	\$58,563
		Step 6	\$28.9986	\$56,547	\$29.5786	\$57,678	\$30.3180	\$59,120			\$31.2276	\$60,893
	Step 25							\$31.3792	\$61,189	\$32.3205	\$63,025	
GE 56	Library Assistant	Step 1	\$19.3356	\$37,704	\$19.7223	\$38,458	\$20.2154	\$39,420			\$20.8218	\$40,602
		Step 2	\$19.9947	\$38,990	\$20.3946	\$39,770	\$20.9045	\$40,764			\$21.5316	\$41,987
		Step 3	\$20.6540	\$40,275	\$21.0671	\$41,081	\$21.5938	\$42,108			\$22.2416	\$43,371
		Step 4	\$21.3132	\$41,561	\$21.7395	\$42,392	\$22.2830	\$43,452			\$22.9514	\$44,756
		Step 5	\$21.9723	\$42,846	\$22.4117	\$43,703	\$22.9720	\$44,795			\$23.6612	\$46,139
		Step 25							\$23.7761	\$46,363	\$24.4893	\$47,754

Pay Grade	Classification	Step	Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 54	LIS Coordinator	Step 1	\$32.7487	\$63,860	\$33.4037	\$65,137	\$34.2388	\$66,766			\$35.2659	\$68,769
	Lab Standards Coordinator	Step 2	\$33.6976	\$65,710	\$34.3716	\$67,024	\$35.2308	\$68,700			\$36.2878	\$70,761
		Step 3	\$34.6474	\$67,562	\$35.3403	\$68,913	\$36.2239	\$70,636			\$37.3106	\$72,755
		Step 4	\$35.5964	\$69,413	\$36.3083	\$70,801	\$37.2160	\$72,571			\$38.3325	\$74,748
		Step 5	\$36.8722	\$71,901	\$37.6096	\$73,339	\$38.5499	\$75,172			\$39.7064	\$77,428
		Step 25	\$38.1627	\$74,417	\$38.9260	\$75,905	\$39.8991	\$77,803			\$41.0961	\$80,137
GE 55	Graphic Designer	Step 1	\$23.6540	\$46,125	\$24.1271	\$47,048	\$24.7303	\$48,224			\$25.4722	\$49,670
		Step 2	\$24.6614	\$48,090	\$25.1546	\$49,052	\$25.7835	\$50,278			\$26.5570	\$51,786
		Step 3	\$25.6706	\$50,058	\$26.1840	\$51,059	\$26.8386	\$52,336			\$27.6438	\$53,906
		Step 4	\$26.7791	\$52,219	\$27.3147	\$53,263	\$27.9975	\$54,595			\$28.8375	\$56,233
		Step 5	\$27.8887	\$54,383	\$28.4465	\$55,471	\$29.1576	\$56,857			\$30.0324	\$58,563
		Step 6	\$28.9986	\$56,547	\$29.5786	\$57,678	\$30.3180	\$59,120			\$31.2276	\$60,893
	Step 25							\$31.3792	\$61,189	\$32.3205	\$63,025	
GE 56	Library Assistant	Step 1	\$19.3356	\$37,704	\$19.7223	\$38,458	\$20.2154	\$39,420			\$20.8218	\$40,602
		Step 2	\$19.9947	\$38,990	\$20.3946	\$39,770	\$20.9045	\$40,764			\$21.5316	\$41,987
		Step 3	\$20.6540	\$40,275	\$21.0671	\$41,081	\$21.5938	\$42,108			\$22.2416	\$43,371
		Step 4	\$21.3132	\$41,561	\$21.7395	\$42,392	\$22.2830	\$43,452			\$22.9514	\$44,756
		Step 5	\$21.9723	\$42,846	\$22.4117	\$43,703	\$22.9720	\$44,795			\$23.6612	\$46,139
		Step 25							\$23.7761	\$46,363	\$24.4893	\$47,754

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 57	A/V Library Assistant	Step 1	\$18.5484	\$36,169	\$18.9194	\$36,892	\$19.3924	\$37,815			\$19.9741	\$38,949
		Step 2	\$19.1807	\$37,402	\$19.5643	\$38,150	\$20.0534	\$39,104			\$20.6550	\$40,277
		Step 3	\$19.8130	\$38,635	\$20.2093	\$39,408	\$20.7145	\$40,393			\$21.3359	\$41,605
		Step 4	\$20.4455	\$39,869	\$20.8544	\$40,666	\$21.3758	\$41,683			\$22.0170	\$42,934
		Step 5	\$21.0777	\$41,102	\$21.4993	\$41,924	\$22.0367	\$42,972			\$22.6978	\$44,261
		Step 25							\$22.8080	\$44,476	\$23.4923	\$45,810
GE 58	Clinical Practice Coordinator - Respiratory  Orthoptist/Ophthalmic Medical Technologist	Step 1	\$28.1701	\$54,932	\$28.7335	\$56,031	\$29.4518	\$57,431			\$30.3354	\$59,154
		Step 2	\$30.4973	\$59,470	\$31.1072	\$60,659	\$31.8849	\$62,176			\$32.8415	\$64,041
		Step 3	\$31.6606	\$61,738	\$32.2938	\$62,973	\$33.1012	\$64,547			\$34.0942	\$66,483
		Step 4	\$32.9288	\$64,211	\$33.5874	\$65,495	\$34.4271	\$67,133			\$35.4599	\$69,147
		Step 5	\$34.2218	\$66,733	\$34.9062	\$68,068	\$35.7789	\$69,769			\$36.8523	\$71,862
		Step 6	\$35.5724	\$69,366	\$36.2838	\$70,753	\$37.1909	\$72,522			\$38.3067	\$74,698
		Step 25	\$36.8174	\$71,794	\$37.5537	\$73,230	\$38.4926	\$75,061			\$39.6474	\$77,312

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 71	Respiratory Therapist	Step 1	\$24.0904	\$46,976	\$24.5722	\$47,916	\$25.1865	\$49,113			\$25.9421	\$50,587
		Step 2	\$24.7674	\$48,296	\$25.2627	\$49,262	\$25.8943	\$50,493			\$26.6711	\$52,008
		Step 3	\$26.3419	\$51,367	\$26.8687	\$52,394	\$27.5405	\$53,704			\$28.3667	\$55,315
		Step 4	\$27.2020	\$53,044	\$27.7460	\$54,105	\$28.4397	\$55,458			\$29.2929	\$57,121
		Step 5	\$29.8017	\$58,113	\$30.3977	\$59,275	\$31.1577	\$60,757			\$32.0924	\$62,580
		Step 6	\$30.8453	\$60,148	\$31.4622	\$61,351	\$32.2488	\$62,885			\$33.2162	\$64,771
		Step 7	\$31.9436	\$62,290	\$32.5825	\$63,536	\$33.3970	\$65,124			\$34.3989	\$67,078
		Step 8	\$33.0236	\$64,396	\$33.6841	\$65,684	\$34.5262	\$67,326			\$35.5620	\$69,346
		Step 25	\$34.1794	\$66,650	\$34.8630	\$67,983	\$35.7346	\$69,683			\$36.8066	\$71,773
GE 72	Anaesthesia Assistant	Step 1	\$33.1453	\$64,633	\$33.8082	\$65,926	\$34.6534	\$67,574			\$35.6930	\$69,601
		Step 2	\$35.9896	\$70,180	\$36.7094	\$71,584	\$37.6271	\$73,373			\$38.7559	\$75,574
		Step 3	\$38.8336	\$75,725	\$39.6103	\$77,240	\$40.6005	\$79,170			\$41.8185	\$81,546
		Step 4	\$41.6777	\$81,272	\$42.5113	\$82,897	\$43.5740	\$84,970			\$44.8813	\$87,519
		Step 25	\$43.1364	\$84,116	\$43.9991	\$85,798	\$45.0991	\$87,943			\$46.4521	\$90,582

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 75	PACS Application Specialist	Step 1	\$27.1827	\$53,006	\$27.7264	\$54,066	\$28.4195	\$55,418			\$29.2721	\$57,080
		Step 2	\$28.8816	\$56,319	\$29.4592	\$57,445	\$30.1957	\$58,882			\$31.1016	\$60,648
		Step 3	\$30.5805	\$59,632	\$31.1921	\$60,825	\$31.9719	\$62,345			\$32.9311	\$64,216
		Step 4	\$32.2795	\$62,945	\$32.9251	\$64,204	\$33.7482	\$65,809			\$34.7607	\$67,783
		Step 5	\$33.9784	\$66,258	\$34.6580	\$67,583	\$35.5244	\$69,273			\$36.5901	\$71,351
		Step 25	\$35.1676	\$68,577	\$35.8710	\$69,949	\$36.7677	\$71,697			\$37.8708	\$73,848
GE 76	MRI Technologist	Step 1	\$27.8143	\$54,238	\$28.3706	\$55,323	\$29.0799	\$56,706			\$29.9522	\$58,407
		Step 2	\$28.7554	\$56,073	\$29.3305	\$57,194	\$30.0638	\$58,624			\$30.9657	\$60,383
		Step 3	\$29.6760	\$57,868	\$30.2695	\$59,025	\$31.0263	\$60,501			\$31.9570	\$62,316
		Step 4	\$30.5955	\$59,661	\$31.2074	\$60,854	\$31.9876	\$62,376			\$32.9472	\$64,247
		Step 5	\$31.5381	\$61,499	\$32.1689	\$62,729	\$32.9731	\$64,297			\$33.9623	\$66,226
		Step 6	\$32.4592	\$63,295	\$33.1084	\$64,561	\$33.9361	\$66,175			\$34.9542	\$68,160
		Step 25	\$33.5953	\$65,511	\$34.2672	\$66,821	\$35.1239	\$68,492			\$36.1776	\$70,547

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 77	Flight Respiratory Therapist	Step 1	\$24.8481	\$48,454	\$25.3451	\$49,423	\$25.9787	\$50,659			\$26.7580	\$52,178
		Step 2	\$25.5251	\$49,774	\$26.0356	\$50,769	\$26.6865	\$52,039			\$27.4871	\$53,600
		Step 3	\$27.0997	\$52,844	\$27.6417	\$53,901	\$28.3327	\$55,248			\$29.1827	\$56,906
		Step 4	\$27.9597	\$54,521	\$28.5189	\$55,611	\$29.2319	\$57,002			\$30.1088	\$58,712
		Step 5	\$30.5593	\$59,591	\$31.1705	\$60,783	\$31.9497	\$62,302			\$32.9082	\$64,171
		Step 6	\$31.6029	\$61,626	\$32.2350	\$62,859	\$33.0408	\$64,430			\$34.0321	\$66,363
		Step 7	\$32.7012	\$63,767	\$33.3552	\$65,042	\$34.1891	\$66,668			\$35.2148	\$68,668
		Step 8	\$33.7812	\$65,873	\$34.4568	\$67,190	\$35.3182	\$68,870			\$36.3778	\$70,936
		Step 25	\$34.9635	\$68,179	\$35.6628	\$69,543	\$36.5543	\$71,281			\$37.6510	\$73,420
GE 80	Residential Counsellor	Step 1	\$16.9247	\$33,003	\$17.2632	\$33,663	\$17.6948	\$34,505			\$18.2256	\$35,540
		Step 2	\$17.8979	\$34,901	\$18.2559	\$35,599	\$18.7123	\$36,489			\$19.2736	\$37,584
		Step 3	\$18.9269	\$36,908	\$19.3054	\$37,646	\$19.7881	\$38,587			\$20.3817	\$39,745
		Step 4	\$20.0153	\$39,030	\$20.4156	\$39,811	\$20.9260	\$40,806			\$21.5538	\$42,030
				Step 25						\$21.6584	\$42,234	\$22.3082



Pay Grade	Classification	Step	Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 82	Youth Care Worker ACTTT	Step 1	\$23.6540	\$46,125	\$24.1271	\$47,048	\$24.7303	\$48,224			\$25.4722	\$49,670
	Youth Care Worker - ICBTT	Step 2	\$24.6614	\$48,090	\$25.1546	\$49,052	\$25.7835	\$50,278			\$26.5570	\$51,786
		Step 3	\$25.6706	\$50,058	\$26.1840	\$51,059	\$26.8386	\$52,336			\$27.6438	\$53,906
		Step 4	\$26.7791	\$52,219	\$27.3147	\$53,263	\$27.9975	\$54,595			\$28.8375	\$56,233
		Step 5	\$27.8887	\$54,383	\$28.4465	\$55,471	\$29.1576	\$56,857			\$30.0324	\$58,563
		Step 6	\$28.9986	\$56,547	\$29.5786	\$57,678	\$30.3180	\$59,120			\$31.2276	\$60,893
		Step 25							\$31.3792	\$61,189	\$32.3205	\$63,025
GE 83	Team Lead - One Robin	Step 1	\$21.4197	\$41,768	\$21.8481	\$42,603	\$22.3943	\$43,668			\$23.0661	\$44,978
		Step 2	\$22.6511	\$44,170	\$23.1041	\$45,053	\$23.6817	\$46,180			\$24.3922	\$47,565
		Step 3	\$23.9536	\$46,709	\$24.4327	\$47,643	\$25.0435	\$48,834			\$25.7948	\$50,299
		Step 4	\$25.3308	\$49,395	\$25.8374	\$50,383	\$26.4834	\$51,642			\$27.2779	\$53,192
		Step 25							\$27.4103	\$53,450	\$28.2326	\$55,053
GE 85	Funding Coordinator	Step 1	\$23.4079	\$45,645	\$23.8761	\$46,558	\$24.4730	\$47,722			\$25.2071	\$49,154
	Ophthalmic Medical Technician	Step 2	\$24.0655	\$46,928	\$24.5468	\$47,867	\$25.1605	\$49,063			\$25.9153	\$50,535
		Step 3	\$24.8961	\$48,547	\$25.3940	\$49,518	\$26.0289	\$50,756			\$26.8097	\$52,279
		Step 4	\$25.7089	\$50,132	\$26.2231	\$51,135	\$26.8787	\$52,413			\$27.6850	\$53,985
		Step 5	\$26.5205	\$51,715	\$27.0509	\$52,749	\$27.7272	\$54,068			\$28.5590	\$55,690
		Step 25							\$28.6976	\$55,960	\$29.5586	\$57,639

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 87	Biomedical Engineering Technologist	Step 1	\$23.4650	\$45,757	\$23.9343	\$46,672	\$24.5327	\$47,839			\$25.2686	\$49,274
		Step 2	\$25.0294	\$48,807	\$25.5300	\$49,783	\$26.1682	\$51,028			\$26.9533	\$52,559
		Step 3	\$26.5936	\$51,858	\$27.1255	\$52,895	\$27.8036	\$54,218			\$28.6377	\$55,844
		Step 4	\$28.1580	\$54,908	\$28.7212	\$56,006	\$29.4392	\$57,406			\$30.3224	\$59,129
		Step 5	\$31.4067	\$61,243	\$32.0348	\$62,468	\$32.8357	\$64,030			\$33.8208	\$65,950
		Step 25	\$32.5059	\$63,387	\$33.1560	\$64,655	\$33.9849	\$66,271			\$35.0045	\$68,259
GE 89	Forensic Clinical Case Coordinator	Step 1	\$27.5907	\$53,802	\$28.1425	\$54,878	\$28.8461	\$56,250			\$29.7115	\$57,937
		Step 2	\$29.8701	\$58,247	\$30.4675	\$59,412	\$31.2292	\$60,897			\$32.1661	\$62,724
		Step 3	\$31.0094	\$60,468	\$31.6296	\$61,677	\$32.4203	\$63,219			\$33.3929	\$65,116
		Step 4	\$32.2516	\$62,891	\$32.8966	\$64,149	\$33.7190	\$65,753			\$34.7306	\$67,725
		Step 5	\$33.5178	\$65,360	\$34.1882	\$66,667	\$35.0429	\$68,334			\$36.0941	\$70,384
		Step 6	\$34.8408	\$67,940	\$35.5376	\$69,299	\$36.4261	\$71,031			\$37.5188	\$73,162
		Step 25	\$36.0602	\$70,317	\$36.7814	\$71,723	\$37.7009	\$73,516			\$38.8320	\$75,722
GE 92	Clinical Data Coordinator	Step 1	\$21.6277	\$42,174	\$22.0603	\$43,017	\$22.6118	\$44,093			\$23.2901	\$45,416
		Step 2	\$22.9794	\$44,810	\$23.4390	\$45,706	\$24.0250	\$46,849			\$24.7457	\$48,254
		Step 3	\$24.3311	\$47,446	\$24.8177	\$48,395	\$25.4382	\$49,605			\$26.2013	\$51,093
		Step 4	\$25.6828	\$50,081	\$26.1965	\$51,083	\$26.8514	\$52,360			\$27.6569	\$53,930
		Step 5	\$27.0345	\$52,717	\$27.5752	\$53,771	\$28.2646	\$55,116			\$29.1125	\$56,769
		Step 25							\$29.2538	\$57,045	\$30.1314	\$58,756

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 93	Anaesthesia Technician	Step 1	\$22.3474	\$43,577	\$22.7943	\$44,449	\$23.3642	\$45,560			\$24.0651	\$46,927
		Step 2	\$22.8493	\$44,556	\$23.3063	\$45,447	\$23.8889	\$46,583			\$24.6056	\$47,981
		Step 3	\$23.3335	\$45,500	\$23.8002	\$46,410	\$24.3952	\$47,570			\$25.1270	\$48,997
		Step 4	\$23.9683	\$46,738	\$24.4477	\$47,673	\$25.0589	\$48,865			\$25.8106	\$50,331
		Step 25							\$25.9359	\$50,575	\$26.7140	\$52,092
GE 94	Psychometrist	Step 1	\$27.3630	\$53,358	\$27.9103	\$54,425	\$28.6080	\$55,786			\$29.4663	\$57,459
		Step 2	\$29.9778	\$58,457	\$30.5774	\$59,626	\$31.3418	\$61,117			\$32.2820	\$62,950
		Step 3	\$31.0276	\$60,504	\$31.6482	\$61,714	\$32.4394	\$63,257			\$33.4125	\$65,155
		Step 4	\$32.1325	\$62,658	\$32.7752	\$63,911	\$33.5945	\$65,509			\$34.6024	\$67,474
		Step 5	\$33.2415	\$64,821	\$33.9063	\$66,117	\$34.7540	\$67,770			\$35.7966	\$69,803
		Step 25	\$34.4050	\$67,090	\$35.0931	\$68,432	\$35.9704	\$70,143			\$37.0495	\$72,247
GE 95	Health Records Technician-in-Training	Step 1	\$18.1669	\$35,425	\$18.5302	\$36,134	\$18.9935	\$37,037			\$19.5633	\$38,148
		Step 2	\$18.7863	\$36,633	\$19.1620	\$37,366	\$19.6411	\$38,300			\$20.2303	\$39,449
		Step 3	\$19.4056	\$37,841	\$19.7937	\$38,598	\$20.2885	\$39,563			\$20.8972	\$40,750
		Step 4	\$20.0249	\$39,048	\$20.4254	\$39,829	\$20.9360	\$40,825			\$21.5641	\$42,049
		Step 5	\$20.6443	\$40,256	\$21.0572	\$41,061	\$21.5836	\$42,088			\$22.2311	\$43,350
		Step 25							\$22.3390	\$43,561	\$23.0092	\$44,868

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 96	Teacher (MEd)	Step 1	\$30.4510	\$59,379	\$31.0600	\$60,567	\$31.8365	\$62,081			\$32.7916	\$63,943
		Teacher TC6	Step 2	\$31.9094	\$62,223	\$32.5476	\$63,467	\$33.3613	\$65,054			\$34.3621
	Step 3		\$33.3678	\$65,067	\$34.0352	\$66,368	\$34.8860	\$68,028			\$35.9326	\$70,068
	Step 4		\$34.8261	\$67,911	\$35.5226	\$69,269	\$36.4107	\$71,001			\$37.5030	\$73,131
	Step 5		\$36.2843	\$70,754	\$37.0100	\$72,169	\$37.9352	\$73,973			\$39.0733	\$76,193
	Step 6		\$37.7427	\$73,598	\$38.4976	\$75,070	\$39.4600	\$76,947			\$40.6438	\$79,255
	Step 7	\$39.2010	\$76,442	\$39.9850	\$77,971	\$40.9846	\$79,920			\$42.2142	\$82,318	
Step 25	\$40.5730	\$79,117	\$41.3845	\$80,699	\$42.4191	\$82,717			\$43.6916	\$85,198		
GE 97	Electroneurophysiology Tech A	Step 1	\$23.5949	\$46,010	\$24.0668	\$46,930	\$24.6685	\$48,103			\$25.4085	\$49,547
		Step 2	\$24.2580	\$47,303	\$24.7432	\$48,249	\$25.3617	\$49,455			\$26.1226	\$50,939
		Step 3	\$24.9394	\$48,632	\$25.4382	\$49,605	\$26.0741	\$50,845			\$26.8564	\$52,370
		Step 4	\$25.8002	\$50,310	\$26.3162	\$51,316	\$26.9741	\$52,599			\$27.7833	\$54,177
		Step 25							\$27.9182	\$54,440	\$28.7557	\$56,073
GE 98	Electroneurophysiology Tech B	Step 1	\$22.5730	\$44,017	\$23.0245	\$44,897	\$23.6001	\$46,020			\$24.3081	\$47,400
		Step 2	\$23.0931	\$45,032	\$23.5550	\$45,933	\$24.1438	\$47,081			\$24.8682	\$48,493
		Step 3	\$24.2580	\$47,303	\$24.7432	\$48,249	\$25.3617	\$49,455			\$26.1226	\$50,939
		Step 4	\$24.9394	\$48,632	\$25.4382	\$49,605	\$26.0741	\$50,845			\$26.8564	\$52,370
		Step 5	\$26.6425	\$51,953	\$27.1754	\$52,992	\$27.8547	\$54,317			\$28.6904	\$55,946
		Step 6	\$27.4836	\$53,593	\$28.0333	\$54,665	\$28.7341	\$56,031			\$29.5961	\$57,712
		Step 25							\$29.7398	\$57,993	\$30.6320	\$59,732

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 99	Respiratory Therapy Aide	Step 1	\$18.1844	\$35,460	\$18.5481	\$36,169	\$19.0118	\$37,073			\$19.5821	\$38,186
		Step 2	\$18.6956	\$36,456	\$19.0695	\$37,185	\$19.5462	\$38,115			\$20.1326	\$39,258
		Step 3	\$19.1716	\$37,385	\$19.5550	\$38,133	\$20.0439	\$39,086			\$20.6452	\$40,259
		Step 4	\$19.6825	\$38,381	\$20.0762	\$39,149	\$20.5781	\$40,127			\$21.1954	\$41,331
		Step 25							\$21.2983	\$41,532	\$21.9372	\$42,778
GE 100	Coordinator Rehab Team	Step 1	\$33.4069	\$65,144	\$34.0750	\$66,447	\$34.9269	\$68,108			\$35.9747	\$70,151
		Step 2	\$34.7532	\$67,769	\$35.4483	\$69,124	\$36.3345	\$70,852			\$37.4245	\$72,978
		Step 3	\$36.2040	\$70,598	\$36.9281	\$72,010	\$37.8513	\$73,810			\$38.9868	\$76,025
		Step 4	\$37.5931	\$73,307	\$38.3450	\$74,773	\$39.3036	\$76,642			\$40.4827	\$78,942
		Step 5	\$39.1595	\$76,361	\$39.9427	\$77,888	\$40.9413	\$79,835			\$42.1695	\$82,230
		Step 25	\$40.5301	\$79,034	\$41.3407	\$80,615	\$42.3742	\$82,630			\$43.6454	\$85,109
GE 101	Care Team Assistant	Step 1	\$16.1700	\$31,532	\$16.4934	\$32,163	\$16.9057	\$32,967			\$17.4129	\$33,956
		Step 2	\$16.5006	\$32,176	\$16.8306	\$32,820	\$17.2514	\$33,640			\$17.7689	\$34,649
		Step 3	\$16.8298	\$32,818	\$17.1664	\$33,474	\$17.5956	\$34,311			\$18.1234	\$35,341
		Step 4	\$17.1606	\$33,463	\$17.5038	\$34,132	\$17.9414	\$34,986			\$18.4796	\$36,035
		Step 5	\$17.4904	\$34,106	\$17.8402	\$34,788	\$18.2862	\$35,658			\$18.8348	\$36,728
		Step 25							\$18.9262	\$36,906	\$19.4940	\$38,013

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.00%		% Increase: 2.50%		Retention Incentive		% Increase: 3.00%	
					Nov.01-11 Hourly	Nov.01-11 Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Date of Signing Hourly	Date of Signing Annual	Nov.01-13 Hourly	Nov.01-13 Annual
GE 105	Data Integrity Auditor	Step 1	\$23.1098	\$45,064	\$23.5720	\$45,965	\$24.1613	\$47,114			\$24.8861	\$48,528
		Step 2	\$23.7600	\$46,332	\$24.2352	\$47,259	\$24.8411	\$48,440			\$25.5863	\$49,893
		Step 3	\$24.4264	\$47,631	\$24.9149	\$48,584	\$25.5378	\$49,798			\$26.3039	\$51,292
		Step 4	\$25.2694	\$49,275	\$25.7748	\$50,261	\$26.4192	\$51,517			\$27.2117	\$53,063
		Step 25							\$27.3438	\$53,320	\$28.1641	\$54,920
GE 106	Recreation Therapy Associate	Step 1	\$18.5483	\$36,169	\$18.9193	\$36,892	\$19.3922	\$37,815			\$19.9740	\$38,949
		Step 2	\$19.1807	\$37,402	\$19.5643	\$38,150	\$20.0534	\$39,104			\$20.6550	\$40,277
		Step 3	\$19.8130	\$38,635	\$20.2093	\$39,408	\$20.7145	\$40,393			\$21.3359	\$41,605
		Step 4	\$20.4453	\$39,868	\$20.8542	\$40,665	\$21.3756	\$41,682			\$22.0168	\$42,932
		Step 5	\$21.0778	\$41,102	\$21.4994	\$41,924	\$22.0368	\$42,972			\$22.6979	\$44,261
		Step 25							\$22.8081	\$44,476	\$23.4924	\$45,810
GE 107	Music Therapist	Step 1	\$26.2489	\$51,185	\$26.7739	\$52,209	\$27.4432	\$53,514			\$28.2665	\$55,120
		Step 2	\$28.7572	\$56,077	\$29.3323	\$57,198	\$30.0657	\$58,628			\$30.9676	\$60,387
		Step 3	\$29.7644	\$58,041	\$30.3597	\$59,201	\$31.1187	\$60,681			\$32.0522	\$62,502
		Step 4	\$30.8243	\$60,107	\$31.4408	\$61,310	\$32.2268	\$62,842			\$33.1936	\$64,728
		Step 5	\$31.8664	\$62,139	\$32.5037	\$63,382	\$33.3163	\$64,967			\$34.3158	\$66,916
		Step 25							\$34.4824	\$67,241	\$35.5169	\$69,258



**LETTER OF UNDERSTANDING #1**  
**NON-BINDING ARBITRATION\***

**BETWEEN:**

**BETWEEN:**

**IWK HEALTH CENTRE**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

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 Non-Binding Arbitration Program. It is understood that non-binding arbitration is a voluntary program and that arbitration remains an option should the grievance remain unresolved after non-binding arbitration.



**MEMORANDUM OF AGREEMENT #1**

**Sick Leave Banks\***

**BETWEEN:**

**BETWEEN:**

**IWK HEALTH CENTRE**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

**BETWEEN:**

**NOVA SCOTIA HEALTH AUTHORITY**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

**1. Pre-existing Sick Leave Banks**

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

**2. New and Existing Sick Leave Banks**

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

**Continuing Accumulation in the Banks**

During the life of this agreement, effective on April 1 in each year, any permanent employee who has used seven (7) or fewer days of General Leave in the preceding twelve month period, as provided for in Article ~~19.11~~ **21.30**, will be credited with five (5) days to their sick leave bank. The amounts credited to the banks of permanent employees on job share and permanent part-time employees will be credited on a pro-rated basis based on their status on April 1 in each year.

3. **Use of Credits in Sick Leave Banks**

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

(a) **To Cover STI/LTD Gap**

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

(b) **To “Top Up” STI**

Employees may use these credits to top up Short-Term Illness benefits. For each day on which the employee is in receipt of Short-Term Illness the employee may use her sick bank to “top up” her Short-Term Illness benefit to one hundred per cent (100%) of salary. Twenty-five (25%) percent of the day shall be deducted from the sick bank for each twenty-five per cent (25%) “top-up”.

(c) **WCB Earnings Replacement Supplement\***

Employees may use these credits to supplement the earnings replacement benefit paid by the Workers’ Compensation Board equal to the difference between the earnings replacement benefit received by the employee under the Act and the employee’s net pre-accident earnings. The percentage amount required to achieve the top-up to pre-net accident earnings shall be deducted from the sick bank for each day of the supplement.

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

\_\_\_\_\_  
**Joan Jessome**  
*President, NSGEU*

\_\_\_\_\_  
**Chris Power**  
*President and CEO*

\_\_\_\_\_  
**Neil McNeil**  
*Chief Negotiator*

\_\_\_\_\_  
**Kathy MacNeil**  
*Vice President, People*

\_\_\_\_\_

\_\_\_\_\_

**Roberta Banfield**  
*Chair, Bargaining Committee*

**David Collins**  
*Manager, Labour Relations*

**Bruce Williams**  
*Vice-Chair, Bargaining Committee*

DATED AT Halifax, N.S. this      day of      , 2012.



**DO WE WANT THIS AT THE IWK?**

**MEMORANDUM OF AGREEMENT #2**

**Banked Vacation**

**BETWEEN:**

**BETWEEN:**

**IWK HEALTH CENTRE**  
**(WAS NAHA)**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

**THE PARTIES HEREBY agree as follows:**

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

8. Vacation credits earned in the present year shall only be scheduled after all the banked vacation credits have been scheduled.

Signed on behalf of the Unions:

Signed on behalf of the Employer:

\_\_\_\_\_  
**Joan Jessome**  
*President, NSGEU*

\_\_\_\_\_  
**Chris Power**  
*President and CEO*

\_\_\_\_\_  
**Neil McNeil**  
*Chief Negotiator*

\_\_\_\_\_  
**Kathy MacNeil**  
*Vice President, People*

\_\_\_\_\_  
**Roberta Banfield**  
*Chair, Bargaining Committee*

\_\_\_\_\_  
**David Collins**  
*Manager, Labour Relations*

\_\_\_\_\_  
**Bruce Williams**  
*Vice-Chair, Bargaining Committee*

DATED AT Halifax, N.S. this      day of      , 2012.

**MEMORANDUM OF AGREEMENT #3  
UNIT CLOSURES**

**BETWEEN:**

**BETWEEN:**

**IWK HEALTH CENTRE**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

**BETWEEN:**

**IWK HEALTH CENTRE**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**



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

1. take vacation during the period in question; or
2. use lieu time which has been banked in accordance with Articles 14.09 (Overtime), 17.05 or 17.06 (Holidays); or
3. to be reassigned to other work within the employee's classification, provided that the employer has determined that such work is available and no additional training will be required. Any reassignments shall be done in accordance with Article 35; or
4. take a leave of absence without pay for the full period or any part thereof; or
5. where the Employer determines that it is operationally feasible it may enter into arrangements with individual employees which allows such employees, in advance of a closure, to work beyond the normal working hours (without overtime) and to be credited with additional time, on an hour for hour basis, which must be drawn upon and completely used prior to the end of the fiscal year.

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

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

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Dated at Halifax, N.S. the \_\_\_\_\_ day of \_\_\_\_\_, 2013.



**MEMORANDUM OF AGREEMENT #4**

**Market-based Adjustments**

**BETWEEN:**

**BETWEEN:**

**IWK HEALTH CENTRE**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

**BETWEEN:**

**NOVA SCOTIA HEALTH AUTHORITY**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

1. Where the Employer determines that, due to shortages within the labour market, a recruitment and/or retention problem exists with respect to a particular classification or group of classifications within the bargaining unit, the following procedure will be utilized:
  - (a) the Employer will consult with the Unions regarding the situation and provide the Unions with information supporting its conclusion that such a market problem does exist, along with its position in relation to the amount and the time period for any proposed supplement to the wage level; and
  - (b) the Unions will be provided with an opportunity to make representations and provide any additional information concerning the situation before any final decision is made by the Employer.
2. Upon completion of this consultation process the Employer may implement a special market-based adjustment in respect of the classification(s) in question. Such adjustments will be paid on a bi-weekly basis for a defined period of time.
3. Any market-based adjustment will be pro-rated according to designation for permanent part-time positions and for designation and duration for full and part-time long or short assignments and/or job shares.
4. The amount of the market-based adjustment will be reviewed annually and may be increased if the employer, in its discretion, deems this necessary. The decision of the employer in this regard is not subject to review by an arbitrator or any other person.

5. The market-based adjustment will not be considered a part of the employee's regular (negotiated) pay rate for the employee's classification.
6. The market-based adjustment will, however, be treated as regular earnings for purposes of pension, union dues, statutory deductions (e.g. employment insurance, Canada pension plan, income tax) and other earnings, related group benefits plans such as long term disability and life and accidental death and dismemberment insurance and for pregnancy and adoption leave allowances.
7. The market-based adjustment will not be added to the hourly rate when calculating overtime rate; rather, overtime rates will be based on the base salary without the market-based adjustment.
8. The market-based adjustment shall be considered as part of any monies to be reimbursed to the **Employer** ~~Capital District Health Authority~~ by the **NSGEU Unions** in relation to any time off for union business.
9. The market-based adjustment shall be used in calculation of any retirement allowance to which an employee becomes entitled while the adjustment is in effect.
10. For casual employees the market-based adjustment will be paid at the rate of two shifts per week. A quarterly review of time actually worked (excluding overtime) will be undertaken and any shifts worked beyond those previously remunerated would then have market-based adjustment applied to them.
11. For part-time employees, the market-based adjustment will be paid based on their designation and their regularly scheduled shifts. Any extra shifts beyond the part-time FTE designation, excluding overtime hours, will be reviewed quarterly and paid on the same basis as the casual worker.
12. The 11% in lieu of benefits that is paid to casuals shall be calculated on the base pay plus market-based adjustment.
13. The existence of the market-based adjustment does not prevent the unions from negotiating increases in compensation and benefits in accordance with the collective agreement. Nor does the existence of the market-based adjustment prevent the unions from pursuing classification issues during the life of the market-based adjustment.
14. **Any Employees currently in receipt of a market-based adjustment at the signing of this agreement will continue to operate under the provisions of that arrangement until it is concluded.**

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

\_\_\_\_\_  
**Joan Jessome**  
*President, NSGEU*

\_\_\_\_\_  
**Chris Power**  
*President and CEO*

\_\_\_\_\_  
**Neil McNeil**  
*Chief Negotiator*

\_\_\_\_\_  
**Kathy MacNeil**  
*Vice President, People*

\_\_\_\_\_  
**Roberta Banfield**  
*Chair, Bargaining Committee*

\_\_\_\_\_  
**David Collins**  
*Manager, Labour Relations*

\_\_\_\_\_  
**Bruce Williams**  
*Vice-Chair, Bargaining Committee*

DATED AT Halifax, N.S. this      day of      , 2012.

**MEMORANDUM OF AGREEMENT #5**

**Incumbency Protection – Job Evaluation System**

**BETWEEN:**

**BETWEEN:**

**IWK HEALTH CENTRE**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

**BETWEEN:**

**NOVA SCOTIA HEALTH AUTHORITY**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

1. Employees granted present incumbency only (“PIO”) salary protection as a result of the implementation of the new classification system arising out of the Job Evaluation Process, **or Employees granted present incumbency only (“PIO”) salary protection ~~under a CUPE, NSGEU or UNIFOR Collective Agreement~~ as a result of job matching to the CDHA, or Employees ~~outside of the CDHA~~ granted present incumbency only (“PIO”) salary protection as a result of being integrated into the new classification system arising out of the Job Evaluation Process,** will continue their PIO status.
2. Such employees may advance, through the granting of increments in accordance with the collective agreement, to the maximum salary for the position and classification applicable immediately prior to the implementation of the new classification system.
3. Such employees will continue to receive PIO status for as long as they remain in the classification they were assigned as a result of the implementation of the new classification system.
4. This MOA is intended to apply only to employees who were designated PIO through the Classification Review Process and is not intended to have any negative impact on any employee who may be designated to PIO status for other reasons.

**Signed on behalf of the Unions:**

**Signed on behalf of the Employer:**

\_\_\_\_\_  
**Joan Jessome**  
*President, NSGEU*

\_\_\_\_\_  
**Chris Power**  
*President and CEO*

**Neil McNeil**  
*Chief Negotiator*

~~**Kathy MacNeil**  
*Vice President, People*~~

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~~**Roberta Banfield**  
*Chair, Bargaining Committee*~~

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~~**David Collins**  
*Manager, Labour Relations*~~

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~~**Bruce Williams**  
*Vice-Chair, Bargaining Committee*~~

DATED AT Halifax, N.S. this      day of                      , 2012.

**MEMORANDUM OF AGREEMENT #6**

**New Arbitration Process for S.T.I. Benefit Grievance**

**BETWEEN:**

**BETWEEN:**

**IWK HEALTH CENTRE**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

**BETWEEN:**

**NOVA SCOTIA HEALTH AUTHORITY**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

**The following MOA applies to NSGEU members employed in the Central Zone of the Nova Scotia Health Authority.**

The parties agree to create a new arbitration process for S.T.I. benefit grievances, wherein grievances are referred to the Occupational Health Department for review by the Manager of Occupational Health or designate. If the matter is not resolved following the review, the matter may be referred to expedited arbitration pursuant to Appendix 1. For purposes of expedited arbitration pursuant to this article only, the following persons shall serve as arbitrator on a rotating basis:

- (i) Bill Kydd,
- (ii) Bruce Outhouse.

In the event neither of these arbitrators is available to hear the matter within a reasonable period of time, the parties may agree to an alternate arbitrator.

**Signed on behalf of the Unions:**

**Signed on behalf of the Employer:**

\_\_\_\_\_  
**Joan Jessome**  
*President, NSGEU*

\_\_\_\_\_  
**Chris Power**  
*President and CEO*



\_\_\_\_\_  
**Neil McNeil**  
*Chief Negotiator*

\_\_\_\_\_  
**Kathy MacNeil**  
*Vice President, People*

\_\_\_\_\_  
**Roberta Banfield**  
*Chair, Bargaining Committee*

\_\_\_\_\_  
**David Collins**  
*Manager, Labour Relations*

\_\_\_\_\_  
**Bruce Williams**  
*Vice-Chair, Bargaining Committee*

DATED AT Halifax, N.S. this      day of      , 2012.

**MEMORANDUM OF AGREEMENT #7**

**Occupational Health and Safety Audit Process and Training**

**BETWEEN:**

**BETWEEN:**

**IWK HEALTH CENTRE**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

**BETWEEN:**

**NOVA SCOTIA HEALTH AUTHORITY**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

**Information**

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

The Unions shall, upon request to any Work Place Safety Team (the “Team”), be provided with the following:

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

**Access to Meetings**

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

**Review of Process**

The parties agree that the Joint Occupational Health and Safety committee for the QEII site will conduct a review of the Work Place Safety Teams to assess whether they are functioning

effectively in the performance of their terms of reference and sections 30 and 31 of the Occupational Health and Safety Act. The review will include but not be restricted to the following:

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

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

### Training

The Employer shall ensure that each existing or new member of a Team or the Committee receives adequate training consisting of at least:

1. Two days of training, in the first year following the naming of the member of a Team or Committee;
2. One day of training in each of the subsequent years that the member serves on the Team or Committee.

**Signed on behalf of the Unions:**

**Signed on behalf of the Employer:**

\_\_\_\_\_  
**Joan Jessome**  
*President, NSGEU*

\_\_\_\_\_  
**Chris Power**  
*President and CEO*

\_\_\_\_\_  
**Neil McNeil**  
*Chief Negotiator*

\_\_\_\_\_  
**Kathy MacNeil**  
*Vice President, People*

\_\_\_\_\_  
**Roberta Banfield**  
*Chair, Bargaining Committee*

\_\_\_\_\_  
**David Collins**  
*Manager, Labour Relations*

~~Bruce Williams~~  
*Vice-Chair, Bargaining Committee*

DATED AT Halifax, N.S. this      day of      ,~~2012~~.



## MEMORANDUM OF AGREEMENT #8

### BETWEEN:

### BETWEEN:

IWK HEALTH CENTRE

(The Employer)

### AND:

THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS

(The Unions)

### BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

### AND:

THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS

(The Unions)

### Attendance Support – Expedited Procedure

1. The terms of this procedure will be applied in any case where the employer proposes a change to the terms of employment of an employee through the application of the Attendance Support Policy.
2. A change to the terms of employment of an employee means:
  - a. a termination of employment
  - b. a change or reduction in work hours
  - c. a change in work location
  - d. a transfer to a different position
  - e. a modification of duties, or
  - f. any other situation specifically agreed upon by both parties.
3. Where such a change is contemplated the Employer shall, at least 30 days in advance of the effective date of the change, notify the Union and the employee in writing. The notification shall specify the nature of the change contemplated and details outlining the basis for the Employer's proposed action.
4. Upon receipt of the notification the Union shall, within 14 days, provide a written response indicating whether it will be challenging the proposed Employer action through the grievance process. Where the Union proposes to challenge the action through the grievance process it will include in its response a brief summary of the reasons for this.

5. Upon receipt of the notification from the Union that it intends to challenge the proposed action of the Employer the parties shall, with a further period of 14 days, meet to review the case. Where requested by either party, the employee and/or a representative of Occupational Health Services shall attend the meeting. As part of that meeting each participant will provide to the other with full disclosure of any relevant information in its possession relating to the specific issues raised by the case in question. This will include any information regarding factors or conditions that have been, or could foreseeably be, affecting the employee's ability to meet their obligations under the Attendance Support Program.
6. All information provided through this process shall be treated as confidential and shall be used exclusively for the purpose of reaching a resolution of the employee's case under this process or, where applicable, adjudicating issues in dispute through the arbitration process as provided for in this Memorandum.
7. Participants shall provide any written consents required to expedite this process. Where the required consents cannot be obtained either party may apply to the arbitrator, with notice to the other, for an order of disclosure.
8. The purpose of the review meeting will be for the parties to have a full and open discussion of the issues arising from the case in question and to attempt to reach a resolution on its appropriate disposition.
9. If the parties are unable to reach agreement at this stage the matter shall be referred to arbitration in accordance with this process. Where arbitration is requested the Employer shall not initiate any of the proposed changes to the terms of employment of the employee until after the case has been dealt with through this arbitration process.
10. The arbitration of cases arising through this process shall be done on an expedited basis. The parties agree to the standing appointment of as sole arbitrator in all cases referred through this process. Only in the event that is unable to convene a hearing within the required time frames will the parties then attempt to agree upon a substitute. Where the parties are unable to agree upon a substitute within a period of 10 working days after learning of unavailability, either may make application to the Nova Scotia Department of Labour and Environment for the appointment of a substitute.
11. The arbitrator shall set the case down for hearing within 30 days of the date of the referral to arbitration. In any arbitration held pursuant to this Memorandum the procedures outlined in paragraphs 7, 8, 9, 10 and 11 of the expedited arbitration process outlined in Appendix 1 of the collective agreement shall be followed.
12. An arbitrator appointed through this process shall be empowered to determine only issues in dispute involving the case of the particular employee in question, including whether any changes to the terms and conditions of employment are appropriate or justified in

light of the employee's attendance record and his assessment of the employee's ability to meet their obligations under the Attendance Support Program.

13. The parties agree that the Employer's decision to place an Employee on the Attendance Support Program and/or to move the Employee through the steps of the Attendance Support Program will not be the subject matter of a grievance until such time as there has been a "change to the terms of employment" as defined in Article 2 of this memorandum. Where prior steps have been taken under the Attendance Support Program in the case of any individual employee, the Union's failure to challenge these actions through grievances at the time they were taken shall not preclude the arbitrator from reviewing the circumstances surrounding each of these as part of his overall assessment of the employee's case.
14. Any award issued through this process shall be binding on the parties and the employee.
15. In cases where an arbitrator issues an award that does not involve the termination of the employment of the employee, he shall retain jurisdiction in the case. Either party may at any time following the award request that a hearing be convened to review the employee's case. Where such a review has taken place arbitrator shall have the jurisdiction to revise the terms of his previous orders.

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

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**Joan Jessome**  
*President, NSGEU*

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**Chris Power**  
*President and CEO*

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**Neil McNeil**  
*Chief Negotiator*

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**Kathy MacNeil**  
*Vice President, People*

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**Roberta Banfield**  
*Chair, Bargaining Committee*

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**David Collins**  
*Manager, Labour Relations*

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**Bruce Williams**



*Vice-Chair, Bargaining Committee*

**DATED AT Halifax, N.S. this      day of                      , 2012.**



**MEMORANDUM OF AGREEMENT #9**  
**Professional Practice Stipend: Mental Health**

**BETWEEN:**

**BETWEEN:**

**IWK HEALTH CENTRE**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

**BETWEEN:**

**NOVA SCOTIA HEALTH AUTHORITY**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

**The following MOA applies to NSGEU members employed in the Central Zone of the Nova Scotia Health Authority.**

An employee may be appointed by the Employer to act as a Professional Practice Leader within a specific professional discipline for a defined period. Appointments are made through an expression of interest process.

To be eligible for a Professional Practice Stipend a minimum of 20% of the employee's normal duties must be comprised of leadership responsibilities. Eligible employees will receive a stipend in accordance with the following:

1) Category 1 Stipend - \$1500/yr. (2-20 employees within the professional discipline.)

2) Category 2 Stipend - \$3000/yr. (20 or more employees within the professional discipline.)

Note 1: Stipends are pro-rated according to designation.

Note 2: Stipends are excluded from OT calculation.

**Signed on behalf of the Unions:**

**Signed on behalf of the Employer:**

\_\_\_\_\_  
**Joan Jessome**  
**President, NSGEU**

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**Chris Power**  
**President and CEO**

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**Neil McNeil**  
*Chief Negotiator*

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**Kathy MacNeil**  
*Vice President, People*

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**Roberta Banfield**  
*Chair, Bargaining Committee*

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**David Collins**  
*Manager, Labour Relations*

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**Bruce Williams**  
*Vice-Chair, Bargaining Committee*

DATED AT Halifax, N.S. this      day of                      , 2012.

**MEMORANDUM OF AGREEMENT #10**  
**ONE ROBIN NIGHT SLEEPS\***

**BETWEEN:**

**BETWEEN:**

**IWK HEALTH CENTRE**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

The parties agree that current practice of “night sleep” shifts at One Robin shall not constitute a violation of the collective agreement.

Casual employees will be credited with casual seniority hours where each one hour of a “night sleep” is equal to one hour worked.

Part-time employees will be credited with service where each one hour of a “night sleep” is equal to one hour worked.

**Signed on behalf of the Unions:**

**Signed on behalf of the Employer:**

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Dated at Halifax, N.S. the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**MEMORANDUM OF AGREEMENT #11**  
**QUARTERLY VACATION\***

**BETWEEN:**

**BETWEEN:**

**IWK HEALTH CENTRE**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

The Parties recognize that employees on some units or in some services are closely integrated with employees that have vacation scheduled quarterly, and that in some circumstances it may be beneficial to the Parties that certain employee's vacations also be scheduled quarterly.

Where either the Employer or the ~~Union~~ **NSGEU** wishes to explore the issue of quarterly vacation scheduling, that Party may request a committee be formed for that purpose. The committee shall have no more than three representatives from the Employer and the **NSGEU** ~~Union~~. The committee shall meet and discuss the issue and if the committee is unanimously in favour of quarterly vacation scheduling, attempt to reach an agreement outlining the process for quarterly vacation scheduling, the employees to whom it will apply, when it will start, and the duration of the agreement or the method of ending it.

**Signed on behalf of the Unions:**

**Signed on behalf of the Employer:**

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Dated at Halifax, N.S. the            day of            , **2013**.





**MEMORANDUM OF AGREEMENT #12**  
**RETIREE BENEFITS**

**BETWEEN:**

**BETWEEN:**

**IWK HEALTH CENTRE**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

**This MOA is applicable to members who retired prior to the ratification of this collective agreement. All members retiring after the ratification of this collective agreement will receive retiree benefits in accordance with Article 29.03.**

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

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

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

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

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

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

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

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

#### Eligibility

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

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

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



**MEMORANDUM OF AGREEMENT #~~13XX~~**

**Establishing Team Leader Classifications**

**BETWEEN:**

**BETWEEN:**

**IWK HEALTH CENTRE**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

**BETWEEN:**

**NOVA SCOTIA HEALTH AUTHORITY**

**(The Employer)**

**AND:**

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS**

**(The Unions)**

**The following MOA applies to NSGEU, CUPE and Unifor members employed at the Nova Scotia Health Authority.**

**Whereas; some Team Leader Positions at the IWK NSHA have not been properly evaluated for compensation through the Joint Job Evaluation Process outlined in Article 42; and**

**Whereas; instead employees are paid a stipend or other form of compensation that was not determined through the Joint Job Evaluation process;**

**Therefore; the parties agree that all Team Leader positions which have not been evaluated through the Joint Job Evaluation Process outlined in Article 42 will be evaluated within three months of the ratification of this collective agreement. The results of the Joint Job Evaluation will apply to the position in accordance with Article 42.**

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