IN THE MATTER OF A MEDIATION – ARBITRATION

BETWEEN:

Nova Scotia Health Authority and Izaak Walton Killam Health Centre

("the Employers")

And

The Nova Scotia Council of Administrative Professional Union

("the Council")

Before:	William Kaplan Mediator/Arbitrator
Appearances	
For the Employers:	Jack Graham, Q.C. Michael Murphy McInnes Cooper Barristers and Solicitors Gary Rankin Siobhan Ryan Health Association Nova Scotia
For the Council:	Raymond Larkin, Q.C. David Roberts Pink Larkin Barristers and Solicitors

INTRODUCTION

1. In May 2018, the employee members of the Constituent Unions of the Nova Scotia Council of Nursing Unions, the Nova Scotia Council of Healthcare Unions, the Nova Scotia Council of Administrative Professional Unions, and the Nova Scotia Council of Health Support Unions ("the Council") ratified an agreement earlier reached with the Nova scotia Health Authority and the Izaak Walton Killam Health Centre ("the Employers") to refer all outstanding collective agreement issues in dispute to a binding mediation/arbitration process.

2. The first phase of that process involved the resolution of the collective agreement between the Employers and the Nova Scotia Council of Healthcare Union.

3. On September 18, 2019, I issued an award resolving the outstanding matters that remained from collective bargaining between the parties. At the request of the parties, I reserved jurisdiction with respect to the implementation of my award.

4. Following the issuance of the award, the parties met and concluded an agreement on the final text to give effect to the award.

AWARD

5. I order new collective agreements on terms set out in Tab 1(NSHA) and Tab 2 (Isaak Walton Killam Health Centre) as attached to this award.

Dated at Toronto, Ontario this 3rd day of April, 2019

"William Kaplan"

_____

William Kaplan
Mediator/Arbitrator

Tab 1
COLLECTIVE AGREEMENT

between

Nova Scotia Health Authority

and

The Nova Scotia Council

of

Health Administrative Professional Unions

November 1, 2014 – October 31, 2020

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PREAMBLE

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

Now therefore, the parties agree as follows:

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.01 Definitions

For the purpose of this Agreement:

(1) **"Bargaining Unit"** consists of all Employees of the Employer who occupy positions that require them to be engaged primarily in a non-clinical capacity to perform functions that are predominantly clerical or administrative as defined in paragraph 80B(1)(c) of the *Health Authorities Act* and as defined in Schedule 6 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*.

(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 Administrative Professional Unions.

(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 Nova Scotia Health Authority (NSHA).

(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 South Shore District Health Authority, South West Nova District Health Authority, Annapolis Valley District Health Authority, Colchester East Hants Health Authority, Cumberland Health Authority, Pictou County Health Authority, Guysborough Antigonish Strait Health Authority, Cape Breton District Health Authority and Capital District Health Authority.

(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 a constituent Union of the Council.

(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) for the NSHA, service with which an Employee was credited as an Employee of a predecessor Employer on March 31, 2015;

(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 NSHA.

(b) Notwithstanding Article 1.02(a), except as otherwise provided in this Agreement, an Employee who does not receive salary in excess of ten (10) days during that calendar month shall not accrue service related benefits or credits for that month; however, there shall be no adjustment to that Employee's service date.

(c) An Employee being compensated under the *Workers' Compensation Act* shall accumulate vacation credits to a maximum of one year's vacation credits.

(d) Any Izaak Walton Killam Health Centre (IWK) Employee who successfully applies to work at the NSHA will retain the service they were credited with at the IWK.

1.03 Seniority

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

(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 (a) (iii), permanent seniority for those hired after April 1, 2015 will be defined as the most recent date of hire into a permanent position in the bargaining unit.

(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 1.03(a) (iv), 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.

(iii) When an Employee transfers from a casual to a permanent position, the Employee's Casual seniority hours will be divided by 1820 and assigned a calendar value which will determine the Employee's permanent seniority date, which will be prior to the date of hire into a permanent position.

(iv) When an Employee transfers from a permanent position to a casual position, the Employee's hours worked shall be used to establish the Employee's accrual of hours for the Employee's date of hire in the casual position. In no case will any Employee accrue more than 1820 hours seniority per year for the purposes of the above.

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

(b) Employees' Seniority shall be transferrable as follows;

(i) Should an Employee of any bargaining unit at the NSHA be the successful candidate for a permanent position in the NSHA Health Administrative Professional Bargaining unit, that Employee shall keep and transfer their seniority to their new Health Administrative Professional Bargaining Unit position at the NSHA.

(ii) Should an Employee of any bargaining unit at the Izaak Walton Killam Health Centre be the successful external candidate for a permanent position in the NSHA Health Administrative Professional Bargaining Unit, that Employee shall keep and transfer their seniority to their new Health Administrative Professional Bargaining Unit position at the NSHA.

(c) **Posting of Seniority Lists**

The Employer is required to maintain separate seniority dates and seniority lists for Permanent and Casual Employees.

In the event two or more Permanent 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.

For Permanent Employees

(i) Within sixty (60) days following the signing of this Agreement, and annually thereafter on December 15, the Employer shall post a list setting out each Employee's seniority date. Each Employee shall have thirty (30) days from the date the list is posted to challenge her seniority date in writing. The Employer shall reply to the Employee's written objection within thirty (30) days of receipt of the written objection. If no written objection is received by the Employer within thirty (30) days from the date the list is posted, the seniority date on the list shall be the Employee's seniority date for all purposes following the posting of the list.

(ii) An Employee who is absent from work for any part of the thirty (30) day posting period shall have thirty (30) days from the date of her return to work to object in writing to her seniority date. However, until and unless such written objection is received by the Employer, and in any event no later than thirty (30) days from the Employee's return to work, the posted seniority date for the Employee will be considered to be the Employee's seniority date for all purposes.

(iii) In the event a Casual Employee's conversion to Permanent employment status results in the same seniority date as a Permanent Employee, the Casual Employee will be placed below the Permanent Employee on the seniority list.

For Casual Employees

(iv) Within sixty (60) days following the signing of this Agreement, and semi-annually thereafter, on December 15 and June 15, 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) 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 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 Casual seniority date on the list shall be the Casual Employee's seniority date.

(v) Notwithstanding the above, job posting decisions premised on a Casual Employee's seniority will be based on the Casual Employee's seniority on the last day of the pay period prior to the day of the posting deadline.

1.04 Gender

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

1.05 Headings

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

ARTICLE 2 - RECOGNITION

2.01 Bargaining Agent Recognition

(a) The Employer recognizes the Council as the exclusive Bargaining Agent of the Employees in the bargaining unit for the purposes of sections 33 to 37, subsections 38(1) and (2) and sections 39, 40, 47 to 52 and 61 to 75 of the *Trade Union Act,* as amended.

(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).

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.

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 2.05. 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 Mandatory Membership

All Bargaining Unit Employees shall become and remain members of the appropriate Constituent Union in accordance with that Union's bylaws and constitution. Notwithstanding the foregoing, an Employee's loss of membership in the appropriate Constituent Union shall not result in the termination of the Employee's employment with the Employer.

2.09 The Employer and the Union or Unions recognize their respective obligations to accommodate a disabled Employee to the point of 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 or Unions in developing a suitable accommodation.

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.

(c) Article 6.03 will only be operative in the absence of essential services legislation.

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, one (1) authorized representative of each Union shall be entitled to submit for posting on the Employer's electronic communication system one electronic Union notice per month for members of the bargaining unit. The Employer shall determine the method of distribution. The Employer shall review all proposed notices and retain a discretion not to post any notice that it deems unlawful or contrary to the Employer's interests, which discretion shall not be unreasonably exercised. The Union agrees to indemnify the Employer for any liability arising out of offensive or otherwise unlawful notices posted by the Union. Nothing in this Article requires a change to distribution practices that existed prior to April 1, 2015.

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 an electronic statement of her classification and employment status, including designation as to her percentage of full-time hours, and pay scale applicable to her position. An Employee may request a paper copy in the event the Employee does not have regular computer access.

8.03 Employer to Acquaint New Employees

(a) During orientation, the Employer will provide each new Employee with a link to an electronic package prepared by the Union along with a link to a copy of the collective agreement. The Employer will update the link as required by the Union.

(b) Where the Employer holds in-person orientation, the Union shall be permitted 10 minutes at the end of the agenda to address bargaining unit members with no loss of regular pay during or following the orientation program.

8.04 Job Fact Sheet / Position Descriptions

(a) Upon request by the Employee, the Employer shall provide the position description or job fact sheet for the classification outlining the duties and responsibilities assigned to her position.

(b) Copies of all current position descriptions or job fact sheets shall be forwarded to the Union upon signing of this Agreement. Thereafter, all new and revised position descriptions or job fact sheets shall be provided to the Union within fifteen (15) days of creation or revision.

8.05 Bargaining Unit Information

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

8.06 Union Information

On a quarterly basis, the Employer shall provide the Union with the name, address, telephone number, hire date, classification, employment status, and pay rate of bargaining unit members.

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 nine (9) months, whichever is greater.

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

9.03 Confirmation of Permanent Appointment

(a) The Employer may after a Permanent Employee has served in a position on a probationary basis for a period of six (6) months, confirm the appointment on a permanent basis.

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

9.04 Termination of Probationary Appointment

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

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

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

9.05 Pay in Lieu of Termination Notice

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

9.06 Notification to the Union

The Employer shall advise the Union of the appointment, termination, or change of status of each Employee in the bargaining unit in accordance with Article 8.06.

9.07 Secondment

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

ARTICLE 10 - JOB POSTING

10.01 Job Posting

(a) When a new permanent position, a permanent vacancy, or a Long Assignment is created within the bargaining unit, the Employer shall post an electronic notice of

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

(b) (i) The posting of a permanent position or vacancy, shall be for a minimum of ten (10) days.

(ii) The posting of a Long Assignment be for a minimum of five (5) days.

(c) Should a Short Assignment not be able to be filled in accordance with Article 38.07, 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.

(e) Only those postings which cannot be filled with a qualified Employee from the bargaining unit will be available for filling from outside the bargaining unit.

(f) Conditional Appointment

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 to the position on a training basis starting at the first step with the condition that the Employee obtain the required qualifications within that 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. Notwithstanding any other provisions of this

agreement, the Employer shall not be responsible for providing any financial assistance to the Employee to complete the program or obtain qualifications.

10.02 Filling Vacancies or Assignments

Where it is determined by the Employer that:

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

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

(c) In the event that 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.

10.03 Unsuccessful Candidate

An unsuccessful applicant from the Bargaining Unit 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 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.

10.04 Trial Period

Should the successful candidate for a posted vacancy be a current Employee,

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

10.05 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.

10.06 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 the bargaining unit.

10.07 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 forty-sixth (46^{th}) day.

10.08 Temporarily Working in a Position Outside the Bargaining Unit

(a) Where an Employee successfully competes for a position outside any bargaining unit of the Employer and takes an approved leave of up to eighteen (18) months 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 any bargaining unit of the Employer, 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 position in the bargaining unit 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 any bargaining unit of the Employer on an acting basis shall remain in the bargaining unit for the duration of the acting position unless the acting position extends beyond the time limits imposed by Article 32.20(d).

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 by constituent union 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 separately to each of the Unions, to a person identified by each of the Unions, by cheque or direct deposit, within a reasonable time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on her behalf.

11.05 Liability

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

11.06 Professional Dues

Upon mutual agreement between the Union and the Employer, the Employer may deduct the annual professional registration dues paid by Employees from the salary of the Employee and remit, where possible, directly to the professional association. Where the professional association will not accept the payment directly from the Employer, the Employer shall pay out the deducted fees to the Employee once per year at a time determined by the Employer. It is the responsibility of the Employee to ensure that all registration information is submitted to the Employee's association within the submission deadline.

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 the bargaining unit.

12.03 Servicing of Grievances

It is understood that the Officers, Stewards and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, Stewards will not leave their jobs without giving an explanation for leaving and obtaining the Supervisor's permission. Permission will not be unreasonably withheld

so long as operational requirements permit. The Steward shall report back to the Supervisor before resuming the normal duties of her position.

ARTICLE 13 - TIME OFF FOR UNION BUSINESS

13.01 Leave Without Pay

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

(a) as members of the Board of Directors of the NSGEU and NSNU, or, in the case of CUPE, the Local Executive of CUPE 8920, or in the case of Unifor the Local Executive of Unifor Local 4600, for the attendance at Board meetings or, in the case of CUPE Local 8920 and Unifor Local 4600, for attendance at executive meetings;

(b) as members of the Council Negotiating Committees of the Council for the attendance at Committee Meetings;

(c) as delegates to attend conventions of the Union's respective national and affiliated bodies;

(d) as members of standing Committees of the Council for the attendance at meetings of standing Committees;

(e) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour;

(f) for such other legitimate Union business as may be authorized by the Union such as, but not limited to, replacing Union staff, Union educational programs, etc.

Such permission shall not be unreasonably withheld.

13.02 Notification to Employer

The Union shall notify the Employer of the names of the Employees, including the department wherein the Employee is employed, who are members of the Board of Directors, the Union Executive and Council Committees.

13.03 Salary Continuance

The Employer will continue the salary and benefits coverage of an Employee who is granted leave without pay in accordance with Article 13.01 and will bill the relevant Union for the Employee's salary. If the leave extends beyond three calendar months, the Employer will, from that point, bill the relevant Union 1.2 times the Employee's salary until the leave is concluded.

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 three (3) working days, and leave without pay for travelling time for such portion of the working day prior to and following the meeting as may be required, to Employees who are elected or appointed as registered delegates to attend the Annual Meeting or the Collective Bargaining Workshop of the Union. Such permission shall not be unreasonably withheld. The Employer shall only grant such leave for either the Annual Meeting or the Collective Bargaining Workshop in any one year. However, upon three (3) months advance written request, and if operational requirements permit, the Employer may grant leave as provided herein for both the Annual Meeting and the Collective Bargaining Workshop in the same year if neither were held in the previous year.

(b) The Union shall notify the Employer in writing of the names, including the department wherein the Employee is employed, of the registered delegates attending the Annual Meeting or the Collective Bargaining Workshop of the Union at least three (3) weeks in advance.

(c) Notwithstanding Article 13.05, the number of Employees entitled to attend the Collective Bargaining Workshop shall not exceed eight (8).

13.05 Number of Employees Eligible

The number of Employees of both the NSHA and the IWK, in the aggregate, eligible for special leave provisions under Articles 13.01 and 13.04 shall be in accordance with the numbers laid down in the **Council's** Constitution**.**

13.06 Contract and Essential Services Negotiations

(a) Where operational requirements permit, and where reasonable notice is given, the Employer shall grant leave with pay for not more than ten (10) Council negotiating committee members in total between NSHA and IWK for the purpose of attending contract negotiation meetings with the Employer.

(b) Where operational requirements permit, and where reasonable notice is given, the Employer shall grant leave with pay for not more than ten (10) Council essential services committee members in total between NSHA and IWK for the purpose of attending Essential Services negotiation meetings with the Employer.

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^{nd}) 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 shall be seventy (70) hours per bi-weekly period, normally consisting of ten (10) seven (7) hour shifts, or seventy-five (75) hours per bi-weekly period, normally consisting of ten (10) seven and ~~a~~ one-half (7 ½) hours shifts.

(b) Overtime Exception

Where, during a regular scheduled shift rotation, an Employee may be required to work in excess of seventy (70) or 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 (70) or seventy-five (75) hours per two (2) weeks of each complete cycle of the shift rotation.

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

With the exception of Employees who are working shifts greater than seven (7) 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.

14.02 No Guarantee of Hours

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

14.03 Deviations from Scheduled Hours

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

14.04 Flexible Working Hours

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

14.05 Modified Work Week

Where Employees in a unit have indicated a desire to work a modified work week, the Employer may authorize experiments with 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 (7) hour shift, subject to the provisions of Article 14.09, the Employer shall provide an unpaid meal break of one (1) hour and paid rest periods totalling one-half (½) hour, not to be taken in less than two (2) breaks. The Employer shall schedule meal breaks in such a way that an Employee be permitted to leave her work area. Operational requirements may be such that these breaks may not be able to be taken off the premises. These breaks shall be prorated for shift duration.

14.09 Recall From Meal Breaks and Rest Periods

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

14.10 Coverage

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

14.11 Days Off

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

14.12 Consecutive Shifts

(a) The Employer will endeavour, where possible, to provide that no Employee is scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Employer and the Employee(s), in variance to the foregoing.

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

(c) Unless mutually agreed otherwise, Employees shall not be required to work more than a total of sixteen (16) hours (inclusive of regular hours and overtime hours) in a twenty-four (24) hour period beginning at the first hour the Employee reports to work, except in emergency situations.

(d) An Employee who works more than sixteen (16) hours as set out in Article 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.

14.13 Posting of Shift Schedules

(a) Shift and standby schedules shall be posted at least four (4) weeks in advance of the schedule to be worked and the schedule shall be for a minimum of two (2) weeks. The Employer shall make every reasonable effort not to change shifts. If the Employer changes the shift schedule within forty-eight (48) hours of the shift, the Employee(s) affected shall be entitled to overtime compensation for that shift.

The Employer must inform Employees of the shift changes made to the posted schedules.

(b) When the Employer requires an Employee who is regularly scheduled to work Monday through Friday, to work on a weekend as part of her regular bi-weekly hours the Employer shall make every reasonable effort to provide the Employee with four (4) weeks' notice, but in any case not less than two (2) weeks' notice of the weekend work.

14.14 Exchange of Shifts

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

14.15 Week-ends Off

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

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

14.16 Split Shifts

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

14.17 Rotation of Shifts

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

14.18 Conversion of Hours

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

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

ARTICLE 15 – OVERTIME

15.01 Overtime Exclusions

All positions in the bargaining unit shall be eligible for overtime compensation.

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:

$$\frac{\text{bi-weekly rate x } 1\ ½}{\text{normal bi-weekly hours}}$$

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

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

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.

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

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

15.08 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.

15.10 Time Off in Lieu of Overtime

Employees may be permitted to continuously carry an accumulation of up to seventy (70) hours or seventy-five (75) hours, if they work in a seventy-five (75) hour position. 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 (70) hours or seventy-five (75) hours if they work in a seventy-five (75) hour position.

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) Employees who are required by the Employer to standby shall receive standby pay of sixteen dollars and twenty-one cents ($16.21) for each standby period of eight (8) hours or less.

(b) Employees who are required by the Employer to standby on a Holiday as listed in Article 18, shall receive standby pay of thirty two dollars and forty cents ($32.40) for each standby period of eight (8) hours or less.

16.02 Employee Availability

(a) An Employee designated for standby duty shall be available during her period of standby duty at a known telephone number or pager number and be able to report for duty as quickly as possible if called.

(b) The Employer, at its own expense, will supply pagers to members of the bargaining unit who are designated for standby duty.

16.03 Failure to Report

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

16.04 Callback Compensation

(a) An Employee who is called back to work and who reports for work shall be compensated for a minimum of four (4) hours at the straight time rate for the period worked, or at the applicable overtime rate, whichever is greater. The

minimum guarantee of four (4) hours pay at the straight time rate shall apply only once during each eight (8) consecutive hours on standby.

(b) When a Part-time Employee is not scheduled to work but is required by the Employer to standby, the day(s) on standby shall be considered as the Employee's rest day(s) and shall be compensated for all call back as overtime in accordance with Article 15 or a minimum of four (4) hours at the straight time rate, whichever is greater.

(c) Stand-by shall not be forfeited in the event of a call back.

(d) The Employer will make reasonable efforts to divide standby opportunities equitably among qualified Permanent Employees and for Casual Employees in long or short assignments. 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.

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) per call each way. 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 ten dollars ($10.00) each way, whichever is greater. 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) hours between the time an Employee completes a period of callback and the commencement of the Employee's next scheduled shift. During an eight (8) hour period of standby, if the first callback is within two (2) hours of the commencement of the next scheduled shift, the Employee shall not be entitled to a six (6) hour rest interval. If mutually agreeable between the Employee and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article.

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) 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).

16.08 Remote Consulting on Stand-by

Employees on Stand-by who provide telephone and/or online consulting support shall, in addition to the Standby pay set out in Article 16.01, be paid the greater of:

(a) the total actual time spent on the phone or online consulting during the Standby period at the applicable overtime rate or

(b) thirty (30) minutes per incident at the Employee's regular hourly rate.

ARTICLE 17 – VACATIONS

17.01 Annual Vacation Entitlement

(a) An Employee shall be entitled to receive annual vacation leave with pay:

(i) each year during her first forty-eight (48) months of service at the rate of one and one-quarter (1 1/4) days for each month of service; and

(ii) each year after forty-eight (48) months of service at the rate of one and two-thirds (1 2/3) days for each month of service; and

(iii) each year after one hundred and sixty-eight (168) months of service at the rate of two and one-twelfth (2-1/12) days for each month of service; and

(iv) each year after two hundred and eighty-eight (288) months of service at the rate of two and one half (2 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 Authorization

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

17.04 Vacation Scheduling

(a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The Employee shall advise the immediate management supervisor in writing of her vacation preference as soon as possible for the following vacation year but by February 1st for vacations in the period April 1st to September 30th and shall include requests for vacations during the December holiday period (December 16 to January 4) and/or March Break vacations for the following year, and by August 1st for vacations in the period October 1st to March 31st. The Employer will post approved vacations in writing by March 15th and September 15th respectively.

(b) Preference in vacation schedule shall be given to those Employees with greater length of seniority.

(c) After the vacation schedule is posted, if operational requirements permit additional Employee(s) to be on vacation leave, such leave shall be offered to Employees on a work unit by seniority to those Employees who may have requested the leave but were denied the leave for their request submitted before February 1st or August 1st. Any additional vacation shall be granted on a first come, first serve basis.

17.05 Employee Request

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

(a) give the reason for disapproval; and

(b) make every reasonable effort to grant an Employee's vacation leave in the amount and at such time as the Employee may request in an alternative request.

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

17.06 Restriction on Numbers of Employees on Vacation

(a) During the peak vacation period, commencing the second full week of June and ending after the second full week of September of each year, preference for a period of up to four (4) complete weeks of unbroken vacation shall be given to Employees with the greatest length of seniority. To exercise this preference, an Employee need not pick consecutive weeks.

(b) After each Employee has been granted vacation in accordance with Article 17.06(a), all remaining vacation entitlement shall be granted in accordance with seniority. Once seniority has been exercised for the period of up to four (4) complete weeks, remaining requests will be granted by seniority, i.e. all second requests and then all third requests.

(c) After the vacation schedule is posted, if operational requirements permit additional Employees to be on vacation leave, such leave shall be offered by seniority to Employees provided the Employees requested that time in accordance with Article 17.04(a).

17.07 Unbroken Vacation

Except during the period of time referred to in Article 17.06, where operational requirements permit, the Employer shall make every reasonable effort to grant to an Employee her request to enjoy her vacation entitlement in a single unbroken period of leave.

17.08 Vacation Carry Over

(a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the immediate management supervisor, be carried over to the following year, but shall lapse if not used before the close of that year. Request for vacation carry over entitlement shall be made in writing by the Employee to the immediate management supervisor not later than January 31st of the year in which the vacation is earned, provided however that the immediate management supervisor may accept a shorter period of notice of the request. The immediate management supervisor shall respond in writing within one (1) calendar month of receiving an Employee's request.

(b) An Employee scheduled to take vacation and who is unable to do so within the vacation year due to illness, injury, or where operational requirements prevent the immediate management supervisor from scheduling vacation shall be entitled to carry over this unused vacation to the subsequent year.

17.09 Accumulative Vacation Carry Over

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

17.10 Use of Accumulated Vacation Carry Over

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

17.11 Borrowing of Unearned Vacation Credits

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

17.12 Employee Compensation Upon Separation

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

17.13 Employer Compensation Upon Separation

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

17.14 Vacation Credits Upon Death

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

17.15 Vacation Records

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

17.16 Recall from Vacation

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

17.17 Reimbursement of Expenses upon Recall

Where, during any period of approved vacation, an Employee is recalled to duty, she shall be reimbursed for reasonable expenses, subject to the provisions of Article 28, that she incurs:

(a) in proceeding to her place of duty;

(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; and

(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.

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

17.18 Reinstatement of Vacation Upon Recall

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

17.19 Illness During Vacation

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

(a) the date the Employee saw the physician;

(b) the date the Employee became ill;

(c) the nature of the illness; and

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

Upon the Employee's return, she shall sign an authorization if requested by Occupational Health Services, permitting the physician to clarify or elaborate on the nature of the Employee's illness or injury, as it relates to this claim, to Occupational Health Services in accordance with the applicable Sick Leave Appendix (Appendix A-Article NS21, Appendix B-Article PH22, Appendix C-Article CU23, Appendix D-Article CUP23, Appendix E-Article UN11, Appendix F-Article NSG23).

ARTICLE 18 – HOLIDAYS

18.01 Paid Holidays

The holidays designated for Employees shall be:

(a) New Year's Day
(b) Heritage Day
(c) Good Friday
(d) Easter Monday
(e) Victoria Day
(f) July 1st
(g) Labour Day
(h) Thanksgiving Day
(i) Remembrance Day
(j) Christmas Day
(k) Boxing Day

(l) One (1) additional day in each year that, in the opinion of the Employer, is recognized to be a federal, 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.

(m) one-half (½) day beginning at 12:00 noon on Christmas Eve Day

(n) any other day or part of a day declared by the Government of Canada or the province of Nova Scotia to be a general holiday.

Davis Day - The parties recognize the significance of Davis Day for Unifor Members in Cape Breton. When a Unifor member requests the day of June 11th off in accordance with Article 14 the Employer will schedule the Employee accordingly, subject to operational requirements. Davis Day is not a recognized paid holiday and premium pay for that day will not apply.

18.02 Exception

Article 18.01 does not apply to an Employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday.

18.03 Holiday Falling on a Day of Rest

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

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

(b) the day following the Employee's annual vacation; or

(c) another mutually acceptable day between the Employer and the Employee**;** or

(d) paid, if mutually agreed.

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 in accordance with Article 18.11.

(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 in accordance with Article 18.11.

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

18.07 Religious Day in Lieu

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

18.08 Time Off in Lieu of Holiday

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

18.09 Christmas or New Year's Day Off

(i) Each Employee shall receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed. In addition, the Employer will make every reasonable effort to schedule an Employee in such a manner that they do not work the same holiday (Christmas Day or New Year's Day) that they worked the previous year, unless otherwise mutually agreed. Subject to operational requirements, Employees who have Christmas Day or New Year's Day scheduled off may also have December 24th or December 31st respectively scheduled off.

(ii) Every effort will be made to give at least two (2) other holidays off on the actual day of the holiday.

18.10 Illness on a Paid Holiday

(a) An Employee who is scheduled to work on a paid holiday, as defined in Article 18.01, and who is unable to report for work due to a reason covered by the applicable Sick Leave Appendix (Appendix A-Article NS19.11, Appendix B-Article PH22, Appendix C-Article CU23, Appendix D-Article CUP23, Appendix E-Article UN11, Appendix F-Article NSG23), shall receive sick leave for that day, and shall

be granted time off in lieu of the holiday at a mutually acceptable time in accordance with Article 18.11.

(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 a period of Sick Leave and not scheduled to work on the holiday or is on Short Term Illness pursuant to the applicable Sick Leave Appendix (Appendix A – Article NS21, Appendix B – Article PH22, Appendix C – Article CU23, Appendix D-Article CUP23, Appendix E – Article UN11, Appendix F-Article NSG23) shall be deemed to have received the holiday pay on the day designated as a holiday.

18.11 Carry Over of Banked Holiday Time

Employees may be permitted to continuously carry an accumulation of up to twenty-two-and-one-half (22.5) hours of banked Holiday time. The Employer shall divide the year into four (4) quarters. At the end of each quarter, the Employer may pay out any unused banked holiday time down to twenty-two-and-one-half (22.5) hours.

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 in accordance with Article 18.11.

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 hours for 7 hours worked and 10.5 hours for 10.5 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-five (35) consecutive hours paid leave, even if this extends past the seven (7) calendar days leave. "Immediate Family" is defined as the Employee's father, mother, guardian, brother, sister, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-child or ward of the Employee, grandparent or grandchild of the Employee, step-mother, step-father, step-sister, step-brother, step-grandparent, step-grandchild, and a relative permanently residing in the Employee's household or with whom the Employee permanently resides. For employees whose hours of work are seventy-five (75) hours bi-weekly or eighty (80) hours bi-weekly the entitlement shall be thirty-seven and one-half (37 ½)/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 (c) below.

(b) In the event that the funeral or interment 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.

(c) Every Employee shall be entitled to leave with pay up to a maximum of three (3) days in the event of death of the Employee's brother-in-law or sister-in-law, where the relationship is current at the time of death.

(d) Every Employee shall be entitled to one (1) day leave without pay, for the purpose of attending the funeral of an Employee's aunt or uncle, niece or nephew, or the grandparents of the spouse of the Employee. An Employee may be granted up to two (2) days for travel without pay for the purposes of attending the funeral. 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.

(e) The above entitlement is subject to the proviso that proper notification is made to the Employer.

(f) If an Employee is on holiday, vacation or sick leave or using time in lieu at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days to her appropriate bank.

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); or

(b) by subpoena or summons to attend as a witness in any proceeding held:

(i) in or under the authority of a court; or

(ii) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or

(iii) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.

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

19.04 Jury Compensation

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

19.05 Selection/Promotion Process Leave

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

19.06 Pregnancy Leave

(a) The Employer shall not terminate the employment of an Employee because of her pregnancy.

(b) A pregnant Employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks.

(c) An Employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.

(d) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.

(e) Pregnancy leave shall begin on such date as the Employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery, and not later than the date of delivery.

(f) Pregnancy leave shall end on such date as the Employee determines, but not sooner than one (1) week after the date of delivery, and not later than seventeen (17) weeks after the pregnancy leave began.

(g) A pregnant Employee shall provide the Employer with at least four (4) weeks notice of the date she will begin her pregnancy leave. Such notice may be amended from time to time by the Employee:

(i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;

(ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date.

(h) An Employee shall endeavour to provide the Employer with four (4) weeks' notice, and in any event, shall not provide less than two (2) weeks' notice of the date the Employee will return to work on completion of the pregnancy leave, unless the Employee gives notice pursuant to Article 19.07(f).

(i) Where notice as required under Article 19.06(g) or (h) is not possible due to circumstances beyond the control of the Employee, the Employee shall provide the Employer as much notice as reasonably practicable of the commencement of her leave or her return to work.

(j) The Employer may require a pregnant Employee to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the Employee's work is materially affected unless the Employer can reasonably modify the Employee's duties for the period required or temporarily re-assign the Employee to alternate duties or another classification. The Union shall support any modification of duties or temporary re-assignment as provided in this provision.

(k) Where an Employee reports for work upon the expiration of the period referred to in Article 19.06(f), the Employee shall resume work in the same position she held prior to the commencement of the pregnancy leave, with no loss of seniority or benefits accrued to the commencement of the pregnancy leave. Where the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

(l) While 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).

(m) 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 the applicable Sick Leave Appendix (Appendix A-Article 21, Appendix B-PH22, Appendix C-Article CU23, Appendix D-CUP23, Appendix E-Article UN11, Appendix F-Article NSG23).

(n) **Pregnancy/Birth Leave Allowance**

(i) An Employee entitled to pregnancy leave under the provisions of this Agreement and who has completed the probationary period required by Article 9.02 (a) or has successfully applied for a position at the NSHA from a permanent position at the IWK 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 one (1) week before receiving E.I. benefits, one (1) payment equivalent to seventy-five percent (75%) of their weekly rate of pay less any other earnings received by the Employee during the benefit period;

(2) Where the Employee has served the one (1) week waiting period in Article 19.06(n)(ii)(1), one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the Employee is eligible to receive and ninety-three percent (93%) of their 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 that period.

(3) 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 (½) 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.

(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 (½) 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 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 seventy-eight (78) 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 sixty-one (61) 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 seventy-eight (78) weeks after the child or children first arrive in the Employee's home, whichever is earlier.

(d) Notwithstanding Article 19.07(b) or (c), where an Employee has begun parental leave, and the child to whom the parental leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the Employee is entitled to return to and resume work in the position held immediately before the leave began or, where that position is not available, the matter shall be referred to the Joint Committee

on Technological Change. The Employee is entitled to only one (1) interruption and deferral of each parental leave.

(e) The Employee shall give the Employer two (2) weeks notice of the date the Employee will begin parental leave.

(f) The Employee shall give the Employer two (2) weeks notice of the date the Employee will return to work upon completion of the parental leave.

(g) Where an Employee reports for work upon the expiration of the period referred to in Article 19.07(a), the Employee shall resume work in the same position she held prior to the commencement of the parental leave. If the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

(h) While on parental leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during parental leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which parental leave is taken, one (1) month of service shall be credited to an Employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the parental leave granted under Article 19.07(a).

19.08 Adoption Leave

(a) An Employee 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 seventy-eight (78) 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 seventy-eight (78) weeks after the child or children first arrive in the Employee's home, whichever is earlier.

(d) Notwithstanding Article 19.08(b), where an Employee has begun adoption leave, and the child to whom the adoption leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the Employee is entitled to return to and resume work in the position held immediately before the leave began or, where the position is not available, the matter shall be referred to the Joint Committee on Technological Change. The Employee is entitled to only one (1) interruption and deferral of each adoption leave.

(e) The Employee shall give the Employer two (2) weeks notice of the date the Employee will begin adoption leave.

(f) The Employee shall give the Employer two (2) weeks notice of the date the Employee will return to work upon completion of the adoption leave.

(g) Where an Employee reports for work upon the expiration of the period referred to in Article 19.08(a), the Employee shall resume work in the same position she held prior to the commencement of the adoption leave. If the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

(h) While on adoption leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during adoption leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which adoption leave is taken, one (1) month of service shall be credited to an Employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the adoption leave granted under Article 19.08(a).

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

(i) An Employee entitled to parental or adoption leave under the provisions of this Agreement and who has completed the probationary period required

by Article 9.02 (a) or has successfully applied for a position at the NSHA from a permanent position at the IWK 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 one (1) week before receiving E.I. Benefits, one (1) payment equivalent to seventy-five percent (75%) of their weekly rate of pay, less any other earnings received by the Employee during the benefit;

(2) Where the Employee has served the one (1) week waiting period in Article 19.08(i)(iii)(1), one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the Employee is eligible to receive and ninety-three percent (93%) of their 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 that period; and

(3) Up to a maximum of ten (10) additional weeks,

a. where the Employee is in receipt of Standard E.I. Parental Benefits, the payments will be equivalent to the difference between the weekly Standard E.I. Parental Benefits the Employee is eligible to receive and ninety-three per cent (93%) of the Employee's weekly rate of pay;

b. where the Employee is in receipt of Extended E.I. Parental Benefits, the payments will be equivalent to the difference between the Weekly Standard E.I. Benefits the Employee ~~is~~ would have been eligible to receive and ninety-three percent (93%) of the Employee's weekly rate of pay;

(4) For the purposes of this article, “Standard E.I. Parental Benefits” means the E.I. benefits paid to an Employee who is taking a parental leave of up to thirty-five (35) weeks and “Extended E.I. Parental Benefits” means the E.I. benefits paid to an Employee who is taking a parental leave greater than thirty-five (35) weeks.

(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.

(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 (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.

The Employer shall notify the Employee of the option and the date beyond which the option referred to in this Article 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, 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.

19.10 Leave for Birth of Child

On the occasion of the birth of her child, a spouse who is an Employee shall be granted special leave without loss of regular pay up to a maximum of fourteen (14) scheduled hours during the confinement of the mother. This leave may be divided into two periods and granted on separate days.

19.11 Leave for Adoption of Child

An Employee shall be granted special leave without loss of regular pay up to a maximum of fourteen (14) scheduled hours 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 In-Services, Conferences

(a) The Employer may grant permission to an Employee to attend in-service conference(s), where in the opinion of the Employer, such a conference is relevant to the Employee's respective field and where such attendance will not interfere with efficient operation. Such permission shall not be unreasonably withheld.

(b) Where an in-service conference(s) is not held during the Employee's scheduled hours of work, the Employee shall be paid for all hours of attendance in accordance with Article 15 or Article 39, whichever is applicable.

19.13 Leave for Storms or Hazardous Conditions

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

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

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

(iii) otherwise deemed to be leave without pay.

(b) Notwithstanding 19.13 (a) reasonable lateness beyond the beginning of an Employee's regular shift starting time shall not be subject to the provisions of Article 19.13 (a)(i), (ii), or (iii), where the lateness is justified by the Employee being able to establish to the satisfaction of the immediate management supervisor that every reasonable effort has been made by the Employee to arrive at her work station at the scheduled time.

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

19.14 Prepaid Leave

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

19.15 Leave of Absence for Political Office

(a) In this Article “Candidate” means a person who has been officially nominated as a candidate, or is declared to be a candidate by that person, or by others, with that person’s consent, in a Federal or Provincial or election.

(b) An Employee who is a candidate and wishes a leave of absence shall apply to the Employer and the leave of absence shall be granted.

(c) Where the Employee withdraws as a candidate and before the election, notifies the Employer of the Employee’s intention to return to work, the Employee is entitled to return, to the position the Employee left, two weeks after the notice has been given to the Employer unless the Employer and the Employee both agree to the Employee returning at another time.

(d) An Employee’s leave of absence to be a candidate shall terminate on the day the successful candidate in the election is declared elected unless, on or before the day immediately after ordinary polling day, the Employee notifies the Employer that the Employee wishes her leave of absence to be extended for such number of days, not exceeding ninety (90), as the Employee states in the notice and in such case the leave of absence shall terminate as stated in the notice.

(e) An Employee on leave of absence who is an unsuccessful candidate is entitled to return to the position which that Employee left. If the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

(f) The leave of absence of an Employee who is a successful candidate shall be extended from ordinary polling day of the election of which the Employee is elected until two weeks after:

(i) the Employee resigns from the position to which the Employee was elected where that resignation occurs before the next election;

(ii) where the Assembly is dissolved for the next election, the date the Employee notifies the Employer that the Employee does intend to be a candidate at that next election;

(iii) the date nominations close for the next election if the Candidate has not been officially nominated as a Candidate; or

(iv) declaration day for the next election when it is official that the Employee has not been re-elected, whichever is the latest.

(g) Where an Employee is elected for the second time, the leave of absence for the Employee to be a Candidate terminates on the day the Employee is declared elected for the second time and the Employee ceases to be an Employee for all purposes, including entitlement to all Employee benefits, as of that day.

(h) An Employee who is not re-elected in the second election during the leave of absence may return to the position that Employee left, or, where that position no longer exists the matter shall be referred to the Joint Committee on Technological Change.

(i) During the Employee's leave of absence to be a Candidate, the Employee shall not be paid but the Employee, upon application to the Employer at any time before the leave of absence, is entitled to pension credit for service as if the Employee were not on a leave of absence and to medical and health benefits, long term disability coverage and life insurance coverage, or any one or more of them, if the Employee pays both the Employee's and Employer's share of the cost.

19.16 Military Leave

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

(b) An Employee who is given leave of absence with pay pursuant to this Article shall have deducted from her salary an amount equal to the amount paid by the Department of National Defence to her as salary.

(c) Where an Employee uses vacation entitlement for the purpose of taking military training or serving military duty pursuant to this Article, she shall receive full salary from the Employer notwithstanding amounts paid to her by the Department of National Defence.

19.17 Education Leave

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

(b) Where the Employer requires and authorizes in writing an Employee to pursue an educational program which specifically relates to job requirements, a full or partial leave of absence with pay may be granted to the Employee. Where leave is granted, the Employer will pay for tuition and books.

(c) (i) A leave of absence without pay may be granted to an Employee for the purpose of pursuing an educational program.

(ii) The Employee shall have the option of maintaining the benefit plans in which the Employee participated prior to the commencement of the Employee's education leave.

(iii) The Employer shall notify the Employee of the option referred to in Article 19.17 (c)(ii) and the date beyond which the option may no longer be exercised at least ten (10) days prior to the last day on which the option could be exercised to avoid an interruption of benefits.

(iv) Where the Employee opts in writing to maintain the benefit plan referred to in Article 19.17 (c)(ii), the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's portion thereof, and the Employer shall process the documentation and payments as arranged.

(v) Where operational requirements permit, and on reasonable notice, leave of absence for education purposes shall not be unreasonably denied.

(d) Upon completion of education leave pursuant to this Article, an Employee shall be entitled to return to her former position. Where the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

19.18 Compassionate Care Leave

An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence in accordance with the *Labour Standards Code*, 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.

19.19 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 in accordance with the *Labour Standards Code*.

ARTICLE 20 - GROUP INSURANCE

20.01 Group Life and Medical Plans

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

20.02 Long Term Disability Plans

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

20.03 Provincial Group Benefits Committee

A Provincial Group Benefits Committee will provide advice and make recommendations regarding the group benefit plan administered by HANS. This includes Basic Life, Health and Dental, and Optional Benefits. This does not include the LTD plans or the pension plans.

20.04 Committee Composition

The Committee shall be comprised of representatives of both unions and employers, as follows:

Four union representatives – each of the four major Unions (CUPE, Unifor, NSNU and NSGEU) will select a representative;

Four employer representatives – these will be selected from both NSHA and IWK and employers represented by HANS;

A representative from the HANS Group Benefits Service will participate in the committee on a non-voting, ex-officio basis.

20.05 Purpose of Committee

The purpose of the 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.

20.06 Amendment of Benefit Coverage

The Committee will be consulted on all proposed changes to the content and coverages offered under the applicable group benefit plan. Such changes will not be made without agreement of the majority of the Committee. The Committee, upon reaching a majority position, will forward its recommendation to the HANS Board of Directors for implementation.

20.07 Additional Responsibilities of Committee

Where in any given fiscal year the plan administrator determines that an ongoing surplus has arisen in the plan which is of sufficient magnitude to allow an adjustment of benefits the matter will be referred to the Committee for determination.

20.08 Limitations on Powers of Committee

The Committee shall not be authorized to make any adjustment to benefits that would have the effect of increasing the overall ongoing cost of the plan to employers and Employees.

20.09 Terms of Reference

The 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 the members of the Committee.

ARTICLE 21 – SICK BENEFITS

21.01 Present Sick Benefits Continued

Appendix A to the Mediation/Arbitration Agreement provides in part as follows:

The parties agree that in the event they are unable to agree on terms for sick benefits and retiree benefits for Employees, the mediator/arbitrator shall award income protection for Employees who are unable to perform their duties of illness or injury and retiree benefits on the following basis:

STATUS QUO for sick benefits and retiree benefits:

a) Employees who are unable to perform their duties because of illness or injury shall be granted sick leave with pay or general leave for sickness and short-term illness benefits in accordance with the provisions established for their work location under the predecessor collective agreements entered into between the District Health Authorities or IWK with the constituent Unions of the Councils.

Accordingly, the income protection for Employees who are unable to perform their duties because of illness or injury are contained in the following:

APPENDIX “A”	NSGEU in former Capital District Health Authority (DHA 9)
APPENDIX “B”	NSGEU, CUPE - PUBLIC HEALTH, ADDICTION SERVICES and CONTINUING CARE in Eastern, Western and Northern Zones (former DHAs 1-8)
APPENDIX “C”	CUPE in Eastern and Northern Zones (former DHAs 4-8)
APPENDIX “D”	CUPE in Eastern, Western and Northern Zones (former DHAs 1-7)
APPENDIX “E”	Unifor in Eastern Zone (former DHAs 7 & 8)
APPENDIX “F”	NSGEU in Western Zone (former DHAs 1-3)

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) An Employee who has been subject to disciplinary action other than suspension may, after twenty-four (24) months of continuous service from the date the disciplinary measure was invoked, request in writing that the Employment File be cleared of any record of the disciplinary action. Such request shall be granted provided the Employment File does not contain any further record of disciplinary action during the twenty-four (24) 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 Employment File. Any period of leave, except vacation, one month in length or greater, shall be excluded from the twenty-four months.

(c) An Employee, who has been subject to a period of paid or unpaid suspension, may after forty-eight (48) months of continuous service from the date of the suspension request in writing that the Employment File be cleared of any record of suspension. Such request shall be granted provided the Employment File does not contain any further record of disciplinary action during the forty-eight (48) month period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected. Any period of leave, except vacation,

one month in length or greater, shall be excluded from the forty-eight (48) months except vacation and pregnancy/parental/adoption leaves.

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 Employment File

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

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 Where an Employee is required to attend 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 entitled to be accompanied by a Union Representative, provided that this does not result in any undue delay of appropriate action being taken.

23.04 Grievances

Where an Employee alleges that she has been suspended or 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 or suspension, 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.

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 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 Senior Director or Executive Director 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 Senior Director or Executive Director for the area in which the grievance arose shall attend, either in person or electronically, at the grievance meeting, unless mutually agreed otherwise, and 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 with the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be resolved pursuant to Article 26 and the three (3) steps of Article 25.03 will be deemed to have been exhausted. 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 2.04 shall be considered as discrimination and a matter for grievance and arbitration. Such grievances may be filed by the aggrieved Employee and/or the Union at Step 3 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

ARTICLE 26 – ARBITRATION

26.01 Notification

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

26.02 Referral to Arbitration

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

26.03 Relief Against Time Limits

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

26.04 Regular Arbitration Procedure

(a) Single Arbitrator

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

(b) Arbitration Board

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

(c) Arbitration Procedure

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

26.05 Expedited Arbitration Procedure

(a) Eligibility For Utilization

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

(b) Rules of Procedure

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

26.06 Arbitration Award

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

26.07 Arbitration Expenses

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

ARTICLE 27 - JOINT CONSULTATION

27.01 Joint Consultation

The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter discussion on matters of common interest and mutual concern.

27.02 Health Administrative Professional Bargaining Unit Labour Management Committee

(a) There shall be one (1) Health Administrative Professional Bargaining Unit Labour Management Committee at the Nova Scotia Health Authority.

(b) The Health Administrative Professional Bargaining Unit Labour Management Committee shall have up to two (2) member representatives and one (1) staff representative each from CUPE, Unifor and the NSGEU. There shall be up to nine (9) Employer representatives.

(c) The participants in the Health Administrative Professional Bargaining Unit Labour Management Committee may change from time to time to reflect the issues being discussed by the Committee.

(d) The Health Administrative Professional Bargaining Unit Labour Management Committee shall meet not less than three (3) 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 agreement of the Employer, Labour Management Committees to address matters specific to individual constituent unions.

27.03 Committee Functions

The function of the Health Care Committees shall be to discuss matters of mutual concern to the parties including but not limited to methods and opportunities to increase and enhance career development within the Bargaining Unit, but it is understood and agreed that the Committees will not discuss grievances.

27.04 Re-imbursement 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.

ARTICLE 28 – TRAVEL

28.01 Employer's Travel Policy

(a) The Employer's travel policy shall apply to all Employees covered by this Agreement and the Employer shall not amend the travel policy during the term of this collective agreement.

(b) The rates in this Article shall prevail in the event of conflict with the travel policy.

(c) The Employer and the Council will form a committee to decide the Travel Policy provisions dealing with kilometrage for Employees regularly scheduled to work at more than one (1) work site. The committee will consist of three members nominated by the Council (one (1) from NSGEU, one (1) from CUPE and one (1) from Unifor) and three members nominated by the Employer and will meet no later than sixty (60) days from the effective date of the award. If the committee is unable to come to a resolution within six (6) months of the effective date of the award, the matter will be referred to binding interest arbitration before Arbitrator Kaplan and will be decided on the basis of written submissions. In the meantime, the status quo prevails.

(d) NSGEU members employed in Public Health Addictions and Continuing Care in the Eastern, Western and Northern Zones currently in receipt of a car allowance on the effective day of this collective agreement shall be

grandparented and will be eligible for a car allowance in accordance with the provisions of Appendix 6.

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 $0.4415 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.

28.03 Other Expenses

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

Breakfast	$8.00
Lunch	$15.00
Dinner	$20.00
Incidentals	$5.00

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

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

(b) Article 28.03(a) does not include meal, accommodations, and other routine Employee expenses normally incurred in the course of the Employee's work day. In the event the Employee's work requires her to be beyond a sixteen (16) kilometer radius of the Employer's premises during the Employee's recognized lunch meal period, the Employee is entitled to the $15.00 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 or from work between the hours of 2400 and 0600 shall be entitled to be reimbursed for actual transportation expenses incurred to a maximum of $10.00 each way per shift or $0.4415 per kilometre to the above-mentioned maximum.

ARTICLE 29 - RETIREMENT ALLOWANCE

29.01 Retirement Allowance

(a) An Employee who resigns or who retires from employment and is immediately eligible for and commences receipt of pension under the NSHEPP, the Provincial or Federal Superannuation Pension Plan or the Canada Pension Plan 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 ***Public Services Sustainability (2015) Act***

(a) Notwithstanding Article 29.01, the *Public Services Sustainability (2015) Act* requires the Employer to freeze the years of service used to calculate the amount of the Retirement Allowance, which shall be the years up to March 31, 2015.

(b) Employees will have the option to obtain an early payout of their Retirement Allowance accrued up to March 31, 2015, or receive payout on death or retirement in accordance with the provisions of the collective agreement which applied to them as of March 31, 2015. If Employees receive an early payout, the salary used to calculate the amount of the Retirement Allowance shall be the salary at October 31, 2017. Otherwise, the salary will be based on the salary the Employee is receiving at retirement or death. Employees who wish to choose an early payout must opt to do so, in writing to the

Employer, no later than one month after the Employer sends them notice of their eligibility for an early payout.

29.03 Applicable Employees

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

29.04 Retiree Benefits

Retired Employees shall receive retiree benefits in accordance with the provisions established for their work location under the predecessor collective agreements entered into between the Predecessor Employers and the Constituent Unions of the Council.

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. For greater clarity, Employees shall remain in their current pension plan in the event they change positions within the NSHA.

(b) Employees newly hired in Public Health Addiction and Continuing Care in the Eastern, Northern and Western zones of the NSHA shall be brought under the terms of the Nova Scotia Superannuation Pension Plan.

(c) All other Employees not presently covered by a pension plan shall be brought under the terms of the NSHEPP unless altered by mutual agreement of the parties.

ARTICLE 31 - HEALTH AND SAFETY

31.01 Health and Safety Provisions

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

31.02 Occupational Health and Safety Act

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

31.03 Joint Occupational Health and Safety Committee

(a) The Employer shall establish and maintain one (or more) Joint Occupational Health and Safety Committee(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 Protection of Pregnant Employees

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

31.08 Uniforms and Protective Clothing

(a) Should the Employer determine that uniforms are a requirement, 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.

31.09 Safety Footwear

Employees who are required by the Employer to wear safety footwear shall be reimbursed for actual footwear costs to a maximum of $175.00 (tax inc.) per year.

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 Centre is deemed to be a single worksite.

(b) **"geographic location"** means the area within a driving distance of 60 km of the actual building or other regular place of employment of an Employee; except that, within the Halifax Regional Municipality, "geographic location" is that area within a driving distance of 50 km of the actual building or other regular place of employment of the Employee.

32.01 Joint Committee on Technological Change

(a) Within sixty (60) days of the signing of this Agreement, the parties are to establish a Joint Committee on Technological Change of equal representation of the Union and the Employer for the purpose of maintaining continuing cooperation and consultation on technological change and job security. The committee shall appoint additional representatives as required.

(b) The Joint Committee on Technological Change shall consult as required to discuss matters of concern between the parties related to technological change and circumstances identified in Article 32.07, and 32.13. The parties may agree to consult by telephone.

(c) The Joint Committee on Technological Change shall be responsible for:

(1) defining problems;

(2) developing viable solutions to such problems;

(3) recommending the proposed solution to the employer.

(d) The Employer will provide the Joint Committee on Technological Change with as much notice as reasonably possible of expected redundancies, relocations, re-organizational plans, technological change and proposed contracting out of work.

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

32.02 Definition

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

32.03 Introduction

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

32.04 Notice to Union

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

32.05 Training and Retraining

(a) Where retraining of Employees is necessary, it shall be provided during normal working hours where possible.

(b) Where the Employer determines a need exists, and where operational requirements permit, the Employer shall continue to make available appropriate training programs to enable Employees to perform present and future duties more effectively.

(c) The duration of the training/retraining under this Article shall be determined by the Employer and does not include courses or programs offered by a party other than the Employer.

32.06 Application

For the purposes of this Article "Employee" means a Permanent Employee, or a Casual Employee who, pursuant to Article 38.05 (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 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 Employee’s worksite;

(2) If a vacancy is not available under (1) above, then any position in the bargaining unit for which the Employee is qualified;

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 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 refused a payment pursuant to the Transition Support Program ("TSP payment") must accept a placement within the same position classification / classification grouping within his or her own geographic location in accordance with Article 32 provided that the placement is to a position that has the same designated percentage of full-time employment or resign with severance in accordance with Article 32.24 (g)(ii), or be placed on the recall list.

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

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

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

32.10 Volunteers

(a) When the Employer determines after placement pursuant to Article 32.09, there are still redundancies, the Employer shall ask for volunteers from that classification/classification grouping within the geographic location of the remaining redundancies who wish to be offered a TSP payment according to Article 33.

(b) If there are more volunteers than redundancies, then the most senior volunteers shall be offered the TSP payment.

32.11 Insufficient Volunteers

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

32.12 Layoff Notice

(a) If there are remaining redundant Employees after Article 32.10 and 32.11, the Employer shall give layoff notice to the most junior Employee(s) pursuant to Article 32.14 in the classification/classification grouping from which the Employer requested volunteers for the Transition Support Program.

(b) The Employees in receipt of layoff notice shall have the rights of an Employee in receipt of layoff notice pursuant to this Article.

32.13 Layoff

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

32.14 Layoff Procedure

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

32.15 Notice of Layoff

(a) Forty (40) days notice of layoff shall be sent by the Employer to the Union and the Employee(s) who is/are to be laid off, except where a greater period of notice if 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.

32.16 Pay in Lieu of Notice

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

32.17 Displacement Procedure

(a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualification are required, according to objective tests or standards reflecting the functions of the job concerned, an

Employee in receipt of layoff notice has the right to displace another Employee. The Employee to be displaced shall be an Employee with lesser seniority who:

(i) Is the least senior Employee in the displacing Employee's classification / classification grouping who has the same designated percentage of full-time employment at the Employee's worksite or

(ii) Where no such junior Employee exists, the least senior Employee in the displacing Employee's classification / classification grouping who has the same designated percentage of full-time employment within the displacing Employee's geographic location; or

(iii) Where no such junior Employee exists, the least senior Employee in any classification / classification grouping who has the same designated percentage of full-time employment within the displacing Employee's geographic location; or

(iv) Where no such junior Employee exists, the least senior Employee in any classification / classification grouping who has the same designated percentage of full-time employment in the bargaining unit.

(v) At each of the above steps, the displacing Employee may elect to displace the least senior Employee with a lower designation of full-time employment.

(b) An Employee who chooses to exercise rights in accordance with Article 32.17 may elect at any step, beginning with Article 32.15, to accept layoff and be placed on the Recall List or to resign with severance pay in accordance with Article 32.24(g)(ii).

(c) An Employee who is displaced pursuant to Article 32 shall be entitled to:

(i) take the Transition Support Program, or
(ii) go on the Recall List, or
(iii) subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective test or standards reflecting the functions of the job concerned be placed in any vacancy in any bargaining unit.

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

(e) Where an Employee accepts a position in a classification, the maximum salary of which is less than the maximum salary of the Employee's current classification, the Employee shall be paid the salary of the classification of the Employee's new position.

32.18 Recall Procedures

(a) Employees who are laid off shall be placed on a Recall List. Laid off Employees shall fill out the Laid Off Employee availability form in Appendix 3.

(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. 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 or for a recall to a position with a lower designated percentage of full-time employment.

(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 designated percentage of full-time employment 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 designated percentage of full-time employment or geographic location; the rights under this clause expire twenty-four (24) months after the date of layoff.

32.19 Termination of Recall Rights

The layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts more than twenty-four (24) months.

32.20 Loss of Seniority

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

(a) the Employee is discharged for just cause and not reinstated;

(b) the Employee resigns;

(c) The Employee is laid off for more than twenty-four (24) months consecutive months without recall; or

(d) the Employee has been employed in a position excluded from any bargaining unit for a period in excess of eighteen (18) months.

32.21 No New Employees

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

32.22 Transition Support Program

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

32.23 Layoff Exception

Notwithstanding 32.24 (Contracting Out), an Employee who has 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.

32.24 Contracting Out

(a) **Notice**

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

(b) **Employer Disclosure**

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

(c) **Union Response**

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

(d) **Employer Response**

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

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

(e) **Hiring Preference**

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

(i) required bidders to give Employees a preference in hiring for job opportunities that will arise if they are successful in their bid;

(ii) met with the Union to give the Union an opportunity to put forward its views on how the Employee can try to obtain employment with the Contractor; and,

(iii) met with the successful bidder and sought to make it a term of the contract with the Contractor that the Contractor must:

(1) interview Employees for job opportunities available with the Contractor to perform the contracted out work;

(2) where the hiring to perform the contracted out work is subject to appropriate skills testing, offer to test Employees;

(3) extend job offers to Employees who are qualified for available job opportunities with the Contractor to perform contracted out work; and

(4) where there are more qualified Employees than the Contractor has opportunities due to the contracted out work, to extend job offers on the basis of seniority.

(f) **TSP Payment Offers**

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

(ii) The Employer will offer a TSP payment to the agreed upon classification(s) / classification groupings. In any event, the classification grouping shall include, as a minimum, the classification(s) of the Employees affected in the work area by the contracting out of services.

(g) **Placement Procedure**

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

(ii) Where the Employee refuse a placement, the salary of which is at least ninety percent (90%) 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 (1) month's pay if she has been employed for three (3) years, but less than ten (10) years;

Two (2) month's pay if she has been employed for ten (10) years, but less than fifteen (15) years;

Three (3) months' pay if she has been employed for fifteen (15) years, but less than twenty (20) years.

Four (4) months' pay if she has been employed for twenty (20) years, but less than twenty-five (25) years;

Five (5) months' pay if she has been employed for twenty-five (25) years, but less than thirty (30) years;

Six (6) 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.

(iii) An Employee may decline to accept a vacant position in a different geographic location.

(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.

32.25 Relocation of Positions:

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.

(iii) An Employee who has accepted a transfer outside of their geographic location because their position has been relocated or has become redundant shall be reimbursed for the reasonable relocation costs incurred by the Employee to a maximum of $4,000.

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 classifications within a bargaining unit that are able to be considered a classification group for the purposes of this Program. A classification group may only include the Classifications requiring the same threshold qualifications and abilities. Where there are different requirements in a classification such as license, registration, certification, special skills or supervisory responsibilities, the classifications would not normally be grouped.

(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 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 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 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 NSHEPP Pension Plan, the Provincial Superannuation Pension Plan or the Canada 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: Nova Scotia Health Authority and Izaak Walton Killam Health Centre. 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 Administrative Professional bargaining unit during the term of this collective agreement:

i. Increase of 1% to all rates on November 1, 2016;
ii. Increase of 1.5% to all rates on November 1, 2017;
iii. Increase of 0.5% to all rates on October 31, 2018;
iv. Increase of 1.5% to all rates on November 1, 2018;
v. Increase of 0.5% to all rates on October 31, 2019;
vi. Increase of 1.5% to all rates on November 1, 2019;
vii. Increase of 0.5% to all rates on October 31, 2020.

The increases in rates of pay to Employees in positions formerly included in the drug dependency, public health and continuing care bargaining units of the former District Health Authorities 1-8 shall be made effective five months later than the dates in paragraphs i) to vii) unless otherwise agreed by the Council and the Employers.

34.02 Rate of Pay Upon Appointment

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

34.03 Exception

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

34.04 Rate of Pay Upon Promotion

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

34.05 Exception

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

34.06 Rate of Pay Upon Demotion

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

34.07 Anniversary Date

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

(a) the Employee is reclassified, at which time the date of the reclassification becomes her new anniversary date;

(b) the Employee has been on leave of absence without pay, in which case the Employee's anniversary date will be moved forward by the amount of time which the Employee was on leave without pay, unless otherwise provided in this Agreement.

34.08 Rate of Pay Upon Reclassification

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

34.09 Salary Increments

The Employer, except as provided for in Article 34.08, may grant an increment for meritorious service after an Employee has served for a period of twelve months following the first day of the month established in Article 34.07 or twelve (12) months following the date of a change in her rate of compensation as established in Articles 34.03, 34.04, or 34.06.

34.10 Notice of Withheld Increment

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

34.11 Granting of Withheld Increment

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

34.12 Acting Pay

(a) Where an Employee is designated to perform for a temporary period of three (3) or more consecutive days, the principal duties of a higher position, she 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.

(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

For all hours worked, including overtime hours worked, on shifts where half or more of the hours are regularly scheduled between 6:00 p.m. and 6:00 a.m., Employees shall continue to receive the hourly shift premium rate they received prior to the effective date of this Agreement, subject to the following increases:

(a) Increase of fifteen (15) cents ($0.15) effective the date of this Agreement;

(b) Increase of fifteen (15) cents ($0.15) effective August 1, 2019;

(c) Increase of twenty (20) cents ($0.20) effective October 31, 2020.

34.14 Week-end Premium

For all hours worked between the hours of 0001 Saturday and 0700 Monday, Employees shall continue to receive the hourly week-end premium rate they received prior to the effective date of this Agreement, subject to the following increases:

(a) Increase of fifteen (15) cents ($0.15) effective the date of this Agreement;

(b) Increase of fifteen (15) cents ($0.15) effective August 1, 2019;

(c) Increase of twenty (20) cents ($0.20) effective October 31, 2020.

34.15 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 seventy cents ($0.70) 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.)

(b) Where an Employee is designated as Team Leader or where during the on duty hours of the supervisor, an Employee is designated “in-charge”, that Employee shall receive pay equivalent to six (6) per cent higher than her existing rate of pay.

ARTICLE 35 - REASSIGNMENT

35.01 Circumstances

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

35.02 (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. The Employer may only temporarily re-assign an Employee within the Reassignment Area.

(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.

(g) Unless mutually agreed otherwise between the Employer and the Employee, any travel time required as a result of a reassignment shall occur during the Employee's regular work hours.

(ii) Short Notice Reassignment

In circumstances where the Employer is required to reassign Employees on short notice, in accordance with 35.01, the following process with 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) 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 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.

35.07 Voluntary Reassignment outside Reassignment Area

Notwithstanding Article 35.02(i)(e), an Employee may volunteer to accept a reassignment outside the Reassignment Area. In that event, the Employer must consult with the relevant Union(s) and advise the Employee of the length of time of the reassignment and cover those expenses identified in Article 35.02(i)(f) and other travel expenses pursuant to the

applicable travel policy. Any extension or change in the reassignment must be agreed to by the Employee with further consultation with the Union(s).

35.08 Reassignment Area

For the purposes of the Article, "Reassignment Area" means, for an Employee whose worksite is within Halifax Regional Municipality, a driving distance of fifty (50) km from the Employee's worksite, and for all other Employees, a driving distance of seventy-five (75) km from the Employee's worksite.

ARTICLE 36 – EMPLOYER'S LIABILITY

36.01 Employer's Liability

The Employer, the Union, and the Employees agree to be bound by Appendix 5.

ARTICLE 37 - CASUAL EMPLOYEES

37.01 Application of the Collective Agreement

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

37.02 Exceptions

The articles not applicable to Casual Employees, except as provided in Article 38, are:

(a) Service (Article 1.02)

(b) Time off for Union Business (Article 13)

(c) Appointment (Article 9)

(d) Hours of Work (Article 14)

(e) Overtime (Article 15)

(f) Vacations (Article 17)

(g) Holidays (Article 18)

(h) Leaves (Article 19)

(i) Sick Benefits (Article 21)

(j) Pensions (Article 30)

(k) Group Insurance (Article 20)

(l) Long Term Disability (Article 20.02) and all related LTD articles

(m) Retirement Allowance (Article 29)

(n) Job Security (Article 32)

(o) Part-time Employees (Article 39)

(p) 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 nine (9) months, whichever is greater.

(b) The Employer shall, after the Employee has served as a casual on a probationary basis for the period indicated in Article 37.04 (a), confirm the appointment.

(c) 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.

(c) The Employer shall notify the Union when a probationary Casual Employee is terminated.

37.06 Assignment of Casual Employees

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

37.07 Pay in Lieu of Benefits

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

37.08 Overtime

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

37.09 Holiday Pay

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

37.10 Overtime on a Holiday

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

37.11 Leaves

(a) A Casual Employee filling Relief Assignments shall be entitled to the following leaves:

(i) Bereavement Leave (Article 19.02);

(ii) Selection/Promotion Process Leave (Article 19.05);

(iii) Pregnancy Leave (Article 19.06(a) to (m)) but without Pregnancy Allowance (Article 19.06(n));

(iv) Leave for Birth of Child (Article 19.10);

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

37.12 Rate of Pay upon Appointment

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

37.13 Exception to Rate of Pay

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

37.14 Pay Increments

A newly hired Casual Employee's date of employment shall be the date first worked as a Casual Employee.

(i) Casual Employees who have worked one thousand one hundred sixty five (1165) regular hours or more within the following twelve (12) calendar month period(s) shall be recognized for an additional year of service on the increment scale.

(ii) Casual Employees who have worked less than one thousand one hundred sixty five (1165) regular hours within the following twelve (12) calendar month period(s) shall be recognized for an additional year of service on the increment scale on the day when one thousand one hundred sixty five (1165) hours are achieved. This revised date shall become the Casual Employee's current casual increment date.

(iii) Casual Employees cannot advance more than one increment level in any twelve (12) month period.

(iv) Should a Casual Employee become a Permanent Employee, the new date of employment shall be the date of appointment to the Permanent position.

37.15 No Avoidance

A Casual Employee shall not be used for the purpose of avoiding filling permanent vacancies.

37.16 Termination of Employment Relationship

A Casual Employee who has not been called to report for work, or who has been unavailable for work for nine (9) months, notwithstanding Article 38.03 (c), shall cease to be an Employee. A Casual Employee who refuses to accept an offered shift of three (3) hours or less shall not be deemed to have been unavailable to work that shift.

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

38.01 Casual Availability List

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

38.02 Employee(s) on Recall List

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

38.03 Work Area Specific Casual Lists

(a) The Casual Availability List shall be broken down into Work Area Specific Casual Lists.

(b) Provided an Employee possesses the necessary qualifications, skills, and abilities reflecting the functions of the job concerned, as determined by the Employer, an Employee as specified in Article 38.01 may have her name placed on a Work Area Specific Casual List. Such Employee may also have her name placed on other Work Area Specific Casual Lists in accordance with (f) and (g) 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 or if the offered shifts that were declined were of three (3) hours or less.

(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) 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;

(f) **Permanent Part-time Employees**

(i) A Permanent Part-time Employee may place her name on the Work Area Specific Casual List of her work area if she wishes to be offered casual work. Such Employee must indicate whether she wants to be offered short assignments and/or extra shifts and/or relief shift assignments.

(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.

(g) **Casual Employees**

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

(h) 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.

(i) 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 Part-Time and Casual Employee's Extra Shifts

(i) All Part-time and Casual Employees shall indicate to the Immediate Management Supervisor (on the Part-Time Employee Availability Form – Appendix 4) whether or not the Employee is interested in the assignment of shifts, that are known prior to the posting of the schedule (extra shifts) and that are beyond her/his designation as a percentage of Full-time hours.

(ii) A Permanent Part-time Employee on the Work Area Specific Casual List 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 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 Part-time Employees, as set out above, the Employer may offer the extra shift(s) to Casual Employees.

(iii) Part-time and Casual Employees are 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.

38.05 Long Assignments

(a) A Long Assignment is non-permanent work of a duration greater than six (6) months and shall be used for the purpose of filling vacancies temporarily vacated

as a result of long term disability, job-share arrangements, Workers' Compensation leave, and approved leaves of greater than six (6) months; and for staffing special projects.

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

(c) Where the Long Assignment is being used to temporarily replace an Employee on a pregnancy-related absence for a continuous period in excess of six (6) 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 38.07. An Employee on such long assignment shall in all other respects be treated as an Employee on Long Assignment.

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

(e) A Casual Employee who accepts a Long Assignment shall receive fifteen (15) days paid vacation leave pro-rated for the designation and the duration of her assignment.

(f) Notwithstanding Article 37.02, a Casual Employee who accepts a Long Assignment shall only be excluded from the following benefits:

(i) Vacation (Article 17)

(ii) Pregnancy Leave Allowance (Article 19.06(**n**))

(iii) Adoption Leave Allowance (Article 19.08(**i**))

(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 20.02 and all related LTD articles)

(g) All benefits enjoyed by a Casual Employee in a Long Assignment shall be pro-rated, if appropriate, for the designation and duration of the Assignment.

(h) A Casual Employee who accepts a Long Assignment shall be entitled to:

(i) Group Insurance (Article 20), Medical Benefits, and at the Casual Employee's option, Pension (Article 30), so long as the Employee meets the eligibility requirements of the applicable plan, 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) so long as the Employee meets the eligibility requirements of the applicable plan, if the designation is full time;

(iii) Effective July 1, 1999, Article 38.05 (h)(ii) shall apply to all casuals who accept a Long Assignment of .4FTE or greater.

(i) A Casual Employee who accepts a Long Assignment will be scheduled in accordance with Article 14 of this Agreement.

(j) Overtime shall be granted in accordance with Article 15 or Article 39, whichever is applicable to the Assignment.

(k) When the Long Assignment ends, a Permanent Employee shall return to her former position, or if that position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

(l) When a Long Assignment ends, a Casual Employee shall return to the Work Area Specific Casual List(s).

(m) If a Long Assignment or consecutive Long Assignment(s) extends beyond four (4) years, a Casual Employee in such Assignment(s) shall receive all benefits a Permanent Employee would receive.

38.06 Relief Shift Assignments

(a) A Relief Shift Assignment becomes available after a shift schedule has been posted and does not exceed one (1) month. A Relief Shift 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) shifts.

(b) An Employee offered Relief Shift Assignment is not required to accept the Assignment.

(c) Accepting a Relief Shift Assignment shall not increase the designation of a Permanent Part-time Employee.

(d) An Employer is not required to offer a Relief Shift Assignment to an employee who has indicated in advance to the Employer that they are not available for the Relief Shift Assignment.

38.07 Short Assignments

(a) A Short Assignment is non-permanent work of a duration of greater than one month but not exceeding six (6) 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;

(iv) Sick Leave as applicable under Appendices A-D. For General Leave under Appendix A and B, leave for personal illnesses or injuries shall not be limited to periods of three (3) days or less (Appendix A, Article NS19.11, Appendix B, Article PH22.01, PH20.06, PH20.20).

(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).

38.08 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.

38.09 Cancellation of Relief Shift

An Employee accepting a Relief Shift may have that shift cancelled with three (3) hours notice if there is no longer a requirement for the Relief Shift. If less than three (3) hours notice is given for a cancelled relief shift, the Casual or Part-time Employee shall be provided with work for the cancelled relief shift.

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 Shift 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 38.11(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.

(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 38.03 (f)(i) and (ii).

38.15 Overtime Restrictions

The Employer is not obliged to offer extra or relief shifts to an Employee when she becomes eligible for overtime compensation.

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 Employees works an extra shift or relief shift assignment, she shall receive an additional amount over and above her current rate of pay in lieu of benefits.

(i) A Part-time Employee who accrues sick leave credits shall receive an additional eleven percent (11%) over and above her current rate of pay in lieu of benefits for an extra shift or a relief shift. In addition, she shall accrue sick leave credits for the extra shift or relief shift.

(ii) A Part-time Employee who is covered under General Leave and Short Term Illness provisions shall receive eleven percent (11%) over and above her current rate of pay in lieu of benefits for an extra shift or a relief shift.

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

Service of a Part-time Employee shall be in accordance with Article 1.02.

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.

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 (½) 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 (½) the paid holidays provided for under Article 18 of the Agreement.

(b) **General Leave** - One-half (½) of the entitlement provided for under Appendix A, NS19.11 or Appendix B, PH22.01, if applicable.

(c) **Short Term Illness** - One-half (½) the entitlement provided for in Appendix A, NS21.01 or Appendix B, PH22.02, if applicable, up to a maximum of the equivalent of fifty (50) days at the appropriate full-time salary level.

(d) **Long Term Disability** - During the job sharing period, Employer and Employee contributions to the LTD Fund will continue to be based upon the Employee's

normal full-time salary. For the purposes of determining an Employee's benefits during the job-sharing period, the amount of coverage will be based upon the normal salary the Employee is entitled to receive during the job-sharing period. Upon the expiry date of the job-sharing period, as specified in the Employee's approved application, the amount of coverage will be based upon the normal full-time salary the Employee would be entitled to receive in the position she held prior to entering the job-sharing arrangement.

(e) **Other Paid Leaves** - One-half (½) the entitlement provided for in this Agreement.

(f) **Group Life Assurance** - Cost sharing of premiums and benefit entitlement will be based on one-half (½) the Employee's normal full-time salary.

(g) **Monthly Allowances/Premiums** - One-half (½) the entitlement provided for in the Agreement.

40.13 Pension

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

40.14 Termination of Job Share

In the event one of the participants vacates the job-shared position (e.g., through termination of employment, appointment to another position or being placed on leave under the LTD plan), the job-sharing arrangement will terminate and the remaining participant will revert to full-time status in the position occupied prior to the job-sharing arrangement, except where mutually acceptable alternative arrangements are approved by both the Employer and the Union.

40.15 Notice

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

40.16 Extension of Job Share

If the two Employees wish to extend their job sharing arrangement beyond the initial period covered by their application or the maximum two-year period provided for in Article 40.08, they shall give a minimum of sixty (60) calendar days' written notice of such intent prior to the expiry of the original job sharing arrangement. In no case shall the total length of the job share period for Employees who enter job share arrangements extend beyond a continuous period of four (4) years.

40.17 Incumbents

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

40.18 Costs

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

ARTICLE 41 - AMENDMENT

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

ARTICLE 42 – PAY PLAN MAINTENANCE

42.01 Overall Process

(a) The pay plan process outlined in this provision is intended to provide mechanism for the ongoing administration of job evaluation issues within this bargaining unit.

Such issues shall be addressed through the application of the Aiken (Watson Wyatt) job evaluation system.

(b) The parties will maintain a Joint Evaluation Committee as a forum to review job evaluation issues raised through this process and to facilitate their resolution. The Committee shall be comprised of four representatives chosen by each of the Employer and the Council (two from NSGEU, one from CUPE and one from Unifor). Any resolution of issues by the Committee must be by mutual agreement of the Employer and Council.

(c) Unresolved issues under this process may be referred to a Joint Steering Committee for binding resolution. The Joint Steering committee shall include up to three representatives chosen by each of the Employer and the Council (one from NSGEU, one from CUPE and one from Unifor) and a chair to be mutually agreed to by the parties.

42.02 Issues Subject to Review

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

(a) Where a new position is created the Employer may provisionally rate the position pending a review by the Human Resources Department. If both parties are not in agreement with the provisional rate, the matter may be referred for determination through the review process.

(b) Where an Employee or either party to this agreement believes that the duties and/or responsibilities of a bargaining unit position have substantially changed during the term of the collective agreement, they may file a request for review. If the parties are unable to agree on a resolution of the matter it may be referred for determination through this review process.

42.03 Review Process

(a) All requests for review shall initially be submitted to the Human Resources Department in NSHA for determination. Such requests shall include job fact sheets and an explanation of how the duties and/or responsibilities of the position have

changed, including the effective date of the change(s). The Union will be provided with copies of any material submitted for the review. The Human Resources Department will issue a decision within sixty (60) days of receipt of the request for review and all other necessary material.

(b) Where a party disagrees with the decision of the Human Resources Department or a decision is not received within sixty (60) 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 thirty (30) days of the request to consider the matter. If the committee is unable to reach complete agreement, a party may refer those specific issues on which agreement has not been reached to the Joint Steering Committee for review for a final and binding determination. The Joint Steering Committee shall have sixty (60) days in which to render a decision. Such issues shall be addressed through the application of the Aiken (Watson Wyatt) job evaluation system. When a decision on the issues in dispute has been issued it shall then be referred back to the Job Evaluation Committee for implementation.

(c) Where issues are referred to the Joint Steering Committee for resolution, the Employer and Union representatives shall first meet, before engaging the Chair, and attempt to resolve the referred issues between themselves. Any decisions reached by agreement at this stage shall be considered a decision of the Joint Steering Committee. Only those issues which cannot be resolved by the representatives of the parties may be referred on for resolution with the participation of the Chair.

(d) Any new pay rate arising as a result of a review of a newly created position or a substantially altered position pursuant to paragraph 8 shall be effective from the date the position was created or, in the case of substantially altered positions, the first day of the bi-weekly period immediately following the date of receipt by the Employer of the Employee's request for review.

(e) A position may not be the subject of a request for review more than once in any one year period.

ARTICLE 43 - SUCCESSOR RIGHTS

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

ARTICLE 44 - PREPAID LEAVE PLAN

44.01 Purpose

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

44.02 Terms of Reference

(a) It is the intent of the Union and the Employer that the quality and delivery of service to the public be maintained.

(b) A suitable replacement for the Employee on leave will be obtained where required, and the incumbents filling any position(s) temporarily vacated as a result of such leave will be covered by the Collective Agreement.

(c) Applications under this Plan will not be unreasonably denied, and any permitted discretion allowed under this Plan will not be unreasonably refused.

44.03 Eligibility

Any Permanent Employee is eligible to participate in the Plan.

44.04 Application

(a) An Employee must make written application to the Employer at least four (4) calendar months in advance, requesting permission to participate in the Plan. A

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

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

44.05 Leave

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

(b) On return from leave, the Employee will be assigned to her same position or, if such position no longer exists, the Employee will be governed by the appropriate provisions of this Agreement.

(c) After the leave, the Employee is required to return to regular employment with the Employer for a period that is not less than the period of the leave.

44.06 Payment Formula and Leave of Absence

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

(a) During the deferral period of the Plan, preceding the period of the leave, the Employee will be paid a reduced percentage of her salary. The remaining percentage of salary will be deferred, and this accumulated amount plus the interest earned shall be retained for the Employee by the Employer to finance the period of leave.

(b) The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for income taxes, Canada Pension Plan and Employment Insurance at that time.

(c) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the deferred account. Interest shall be based upon the average daily balance of the account and credited to the Employee's account on the first day of the following calendar month.

(d) A yearly statement of the amount standing in the Employee's credit will be sent to the Employee by the Employer.

(e) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33-1/3% of salary. The maximum length of any contract under the Plan will be seven (7) years.

(f) The Employee may arrange for any length of deferral period in accordance with the provisions set out under Article 44.06(e).

44.07 Benefits

(a) While the Employee is enrolled in the Plan prior to the period of leave, any benefits related to salary level shall be structured according to the salary the Employee would have received had she not been enrolled in the Plan.

(b) An Employee's benefits will be maintained by the employer during her leave of absence; however, the premium costs of all such benefits shall be paid by the Employee during the leave.

(c) While on leave, any benefits related to salary level shall be structured according to the salary the Employee would have received in the year prior to taking the leave had she not been enrolled in the Plan.

(d) Pension deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.

(e) Pension deductions shall be made on the salary the Employee would have received had she not entered the Plan or gone on leave.

(f) Sick leave and vacation credits will not be earned during the period of leave nor will sick leave be available during such period.

44.08 Withdrawal

(a) An Employee may withdraw from the Plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be submitted in writing, detailing the reason(s) 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 - TERM OF AGREEMENT

45.01 Term of Agreement

This Agreement shall be in effect for a term beginning from November 1, 2014 and ending October 31, 2020. After October 31, 2020, this Agreement shall be automatically renewed for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days prior to the expiration of this Agreement or any renewal thereof. Wages increases and adjustments are retroactive to November 1, 2014. All other Articles of this Agreement, unless otherwise specified, are effective in accordance with the Award of Arbitrator Kaplan.

45.02 Eligibility for Retroactive Pay

All persons who are Employees as of May 18, 2018 are eligible for retroactive pay under Article 45.01, including those on approved leave and retirees.

45.03 Retroactivity

Members of the bargaining unit who have resigned or retired since October 31, 2014 will have thirty (30) days from the date the Agreement is finalized to apply in writing for the retroactive wage increase. This shall not preclude a member upon resignation or retirement from presenting a letter of request to People Services on the final day of employment.

APPENDIX "A"
NSGEU in former Capital District Health Authority (DHA 9)

"NS has been used to distinguish the original article numbers as applicable to NSGEU for former Capital District Health Authority (DHA 9).

NS19.11 General Leave

(a) Employees shall be entitled to leave with pay for General Leave. The combined use of General Leave shall not exceed fifteen (15) days per fiscal year.

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

(c) General Leave consists of:

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

(ii) Leave for Family Illness

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

(iii) Leave for Emergency

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

(iv) Leave for Medical and Dental Appointments

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

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

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

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

(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 **NS**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.

NS21 - ILLNESS/INJURY BENEFIT

NS21.01 Short-Term Illness Leave Benefit

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

NS21.02 Joint Rehabilitation Advisory Committee

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

(a) achieve a safe and timely return to work for Employees absent due to illness/injury;

(b) develop a continuum of return to work for Employees absent due to illness/injury; and,

(c) advise on the process of rehabilitation.

NS21.03 Recurring Disabilities

(a) An Employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days again becomes unable to work because of the same illness or injury will be considered to be within the original short-term leave period as defined in Article **NS**21.01.

(b) An Employee who returns to work after a period of short-term illness leave and after working thirty (30) or more consecutive work days, again becomes unable to

work because of the same illness or injury, will be considered to be in a new illness leave period and entitled to the full benefits of Article **NS**21.01.

(c) An Employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days subsequently becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new illness leave period and entitled to the full benefits of Article **NS**21.01.

(d) The provisions of Article **NS**21.03(c) shall not apply to an Employee who has returned to work for a trial period. In such a case, the Employee will be considered to be within the original short-term leave period as defined in Article **NS**21.01.

(e) The Employer may require a trial period for any Employee who returns to work after short term illness.

NS21.04 Benefits Not Paid During Certain Periods

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

(a) receiving designated paid holiday pay;

(b) on suspension without pay;

(c) on a leave of absence without pay, other than leave of absence for union business pursuant to Article 13 or in the case of circumstances covered under Article **NS**21.05.

NS21.05 Benefits/Layoff

(a) When an Employee is on short term illness and is deemed eligible for long term disability and is laid off, she shall be covered by both short term and long term benefits until termination of illness or disability entitlement. When such an Employee has recovered or is capable of returning to work, she shall be covered by the provisions of Article 32.

(b) During the period an Employee is on layoff status, she shall not be entitled to benefits under Article **NS**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 **NS**21.05 shall include any benefits payable in accordance with the Long Term Disability Plan.

NS21.06 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 Health Association Nova Scotia 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.

NS21.07 Deemed Salary

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

NS21.08 Proof of Illness

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

NS21.09 Sick Leave Application

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

NS21.10 Unearned Credits

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

NS21.11 Sick Leave Records

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

NS21.12 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.

NS21.13 Alcohol, Drug and Gambling Dependency

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging Employees afflicted with alcoholism, drug dependency or gambling

dependency, to undergo a coordinated program directed to the objective of their rehabilitation.

NS21.14 Confidentiality of Health Information

(a) An Employee shall not be required to provide her management supervisor specific information relative to an illness during a period of absence. However, such information shall be provided to Occupational Health Services, if required by the Employer. Occupational Health Services shall only release such necessary information to the Employee's immediate management supervisor, such as the duration or expected duration of the illness, the Employee's fitness to return to work, any limitations associated with the Employee's fitness to work, and whether the illness is bona fide.

(b) All Employee health information shall be treated as confidential and access to such information shall only be given in accordance with this collective agreement or as authorized by law. The Employer shall store Employee health information separately and access thereto shall be given only to the persons in Occupational Health Services who are directly involved in administering that information or to qualified health care professionals retained by Occupational Health Services.

(c) The Employer shall provide access to health information held in its Occupational Health Department relating to an Employee upon a request, in writing, from that Employee. Where an Employee requests health information about an issue that has become the subject of a grievance, the Employee shall promptly provide the Employer with all health information obtained from the Employer's Occupational Health Department which is arguably relevant to the grievance. All information provided through this process shall be treated as confidential by the Employer and shall be used exclusively for the purpose of reaching a resolution of the grievance in question or, where applicable, adjudicating issues in dispute through the arbitration process.

NS21.15 Report of Injuries

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

NS21.16 Employee Entitlement

(a) Except as provided for in Memorandum of Agreement **NS**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 **NS**19.11, General Leave, and/or Article **NS**21.01, Short-term Illness Leave Benefit, for the illness or injury which is covered by the *Workers' Compensation Act*.

(b) Where the Employee has exhausted credits under Article **NS**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 NSHA.

(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 **NS**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.

NS21.17 Recurring Disability

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

NS21.18 Alternate Medical Practitioner

For the purpose of this Article,

(a) the Employer may require that the Employee be examined by an alternate medical practitioner. If the Employee is dissatisfied with the alternate medical practitioner selected by the Employer, the Employee shall advise the Employer accordingly, in which case the Employer will provide the Employee with the names of three (3) practitioners and the Employee will select one (1) of the three.

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

NS21.19 Ongoing Therapy

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

MEMORANDUM OF AGREEMENT #NS1 Sick Leave Banks

1. Pre-existing Sick Leave Banks

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

2. New and Existing Sick Leave Banks

Effective upon the date of signing of the collective agreement, the Employer will create new sick leave banks and/or allow additional amounts to be credited to the existing sick leave banks of Employees in accordance with the following: Continuing Accumulation in the Banks During the life of this agreement, effective on April 1 in each year, any Permanent Employee who has used seven (7) or fewer days of General Leave in the preceding twelve month period, as provided for in Article **NS**19.11, will be credited with five (5) days to their sick leave bank. The amounts credited to the banks of Permanent Employees on job share and Permanent Part-time Employees will be credited on a pro-rated basis based on their status on April 1 in each year.

3. Use of Credits in Sick Leave Banks

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

(a) To Cover STI/LTD Gap

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

(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.

APPENDIX "B"
NSGEU, CUPE - PUBLIC HEALTH, ADDICTION SERVICES and CONTINUING CARE in Eastern, Western and Northern Zones (former DHAs 1-8)

"PH" has been used to distinguish the original article numbers as applicable to Public Health, Addiction Services and Continuing Care for Eastern, Western and Northern Zones (former DHAs 1-8).

PH22.01 General Illness Leave Benefit

(a) An Employee who is unable to perform her/his duties because of illness or injury for a period not exceeding three (3) consecutive work days may be granted leave with pay up to a maximum of eighteen (18) work days per fiscal year.

(b) The fiscal year for the purpose of general illness leave shall be April 1 to March 31.

(c) A new Employee who is appointed subsequent to April 1 shall have her/his maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service she/he will accumulate in the fiscal year of appointment.

(d) Employees who exhaust all or part of their eighteen (18) work days' entitlement in one fiscal year will have it reinstated on April 1 of the following fiscal year.

PH22.02 Short-Term Illness Leave Benefit

(a) An Employee who is unable to perform her/his duties because of illness or injury for a period of absence exceeding three (3) consecutive work days, may be granted leave of absence at full or partial pay for each incident of short-term illness in accordance with the following:

(i) for Employees with less than one (1) year's service, at 100% of normal salary for the first twenty (20) days of absence and thereafter at 75% of normal salary for the next eighty (80) days of absence;

(ii) for Employees with one (1) or more years of service, at 100% of normal salary for the first forty (40) days of absence and thereafter at 75% of normal salary for the next sixty (60) days of absence;

(iii) Employees with credits from accumulated sick leave bank that was grandparented in 1985 from previous employment in the civil service, may top-up each day of benefits granted at 75% of normal salary on the basis of one-half (½) day sick leave bank deduction per day of top-up.

(iv) The first three (3) days shall be deducted from the General Illness bank of eighteen (18) days.

(b) If an incident of short-term illness continues from one year of employment to the following year of employment, the Employee's benefit entitlement for that period of short-term illness leave shall be payable in accordance with the provisions of

Article **PH**22.02(a) applicable during the year in which the short-term illness commenced.

PH22.03 Recurring Disabilities

(a) An Employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days again becomes unable to work because of the same illness or injury will be considered to be within the original short-term leave period as defined in Article **PH**22.02.

(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 **PH**22.02.

(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 **PH**22.02.

(d) The provisions of Article **PH**22.03(c) shall not apply to an Employee who has returned to work for a trial period. In such a case, the Employee will be considered to be within the original short-term leave period as defined in Article **PH**22.02. Trial period shall be determined by the Employer in consultation with the Union, but in no case shall the trial period exceed three (3) months.

PH22.04 Benefits Not Paid During Certain Periods

General illness 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 of the Agreement or in the case of circumstances covered under Article **PH**22.05.

PH22.05 Benefits/Layoff

(a) When an Employee is on short term illness and is deemed eligible for long term disability and is laid off, she shall be covered by both short term and long term benefits until termination of illness or disability entitlement. When such an Employee has recovered or is capable of returning to work, she shall be covered by the provisions of Article 32.

(b) During the period an Employee is on layoff status, she shall not be entitled to benefits under Article **PH**22 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 **PH**22.05 shall include any benefits payable in accordance with the Long Term Disability Plan.

PH22.06 Long-Term Disability

So long as the plan allows, Employees shall be covered by the terms of the Nova Scotia Public Service Long Term Disability Plan, which forms part of this Agreement. The agreed upon terms and conditions of the Long-Term Disability Plan shall be subject to negotiations between the parties to the plan and may be amended only by mutual agreement.

PH22.07 Deemed Salary

For the purposes of calculating any salary-related benefits, including any salary based contributions required by this Agreement, any Employee on illness leave under Article **PH**22 shall be deemed to be on 100% salary during such leave, or in accordance with Federal or Provincial Statutes.

PH22.08 Proof of Illness

Application for sick leave shall be made in such manner as the Employer may from time to time prescribe. 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.

PH22.09 Unearned Credits Upon Death

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

PH22.10 Sick Leave Records

An Employee is entitled to be informed upon request of the balance of his sick leave with pay credits.

PH22.11 Alternate Medical Practitioner

For the purpose of this Article, the Employer may require that the Employee be examined by an alternate medical practitioner.

PH22.12 Alcohol, Drug, Nicotine and/or Gambling Addiction

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 alcohol, drug, nicotine and/or gambling addiction, to undergo a coordinated program directed to the objective of their rehabilitation.

PH22.13 Ongoing Therapy

Employees who are participating in a scheduled ongoing series of medically required 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.

PH22.14 Confidentiality of Health Information

(a) Personal health information of Employees shall be kept confidential.

(b) The Employer will retain health information separately and access shall be given only to those persons responsible for occupational health who are directly involved in administering that information.

PH36 Compensation for Injury on Duty

PH36.01 Reporting of Injuries

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

PH36.02 Injury Pay Provisions

Where an Employee is unable to work as a result of an injury on duty and is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the maximum provided under the Act (ie. The maximum which can be paid without reducing the amount paid by the Workers' Compensation Board).

PH36.03 WCB and Return to Work

Where an Employee has returned to work after being absent for injury on duty for which Worker's Compensation Benefits are not payable, and where the absence due to injury on duty was for two days or less after the day of the injury, the Employee shall receive an amount equal to regular pay from accumulated sick leave credits for the period in which the Employee was unable to work as a result of the Employee's injury on duty.

PH20.06 Leave for Family Illness

In the case of illness of a member of an Employee's immediate family, meaning spouse, son, daughter, or parent, for whose needs no one except the Employee can provide, the Employee may be granted, after notifying the Employer, leave without loss of regular pay up to a maximum of five (5) days per annum. This leave is for the Employee to provide for the temporary care of the Employee's immediate family and for reasonable time to make alternate care arrangements. The Employer may require proof of the need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.

PH20.19 Leave for Emergency

An Employee shall be granted leave of absence with pay up to two (2) days per annum for a critical condition which requires his personal attention resulting from an emergency (flood, fire, etc.) which cannot be serviced by others or attended to by the Employee at a time when the Employee is normally off duty.

PH20.20 Leave for Personal Preventive Care

Employees shall be allowed paid leave of absence up to three (3) days per annum, in order to engage in personal preventive medical and dental care. Such leave will be debited against sick leave credits.

APPENDIX "C"
CUPE in Eastern and Northern Zones (former DHAs 4-8)

"CU" has been used to distinguish the original article numbers as applicable to CUPE for Eastern and Northern Zones (former DHAs 4-8).

CU23 Sick Leave

The provisions of Article **CU**23 (23.01 - 23.08) are not applicable to a Casual Employee. However, a Casual Employee may otherwise be eligible for Worker's Compensation Benefits outside of the provisions of Article **CU**23.07.

CU23.01 Sick Leave Defined

(a) 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.

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

CU23.02 Paid Sick Leave Accrual

Paid sick leave credits shall accumulate at the rate of 10.5 hours for each one hundred and fifty one point six (151.6) regular hours paid. Accrual is effective the first day of employment. Employees shall not be eligible for paid sick leave during his/her probationary period but shall be credited with sick leave accrued upon the completion of his/her probationary period.

CU23.03 Total Sick Leave Accumulation

The unused portion of an Employee's sick leave accumulation shall be available for future sick leave to a maximum of one thousand fifty (1050) hours.

CU23.04 Sick Leave Deductions

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

CU23.05

(a) Sick Leave Claims

An Employee may claim sick leave when unable to attend work due to personal illness or injury provided the Employee is able to establish with medical documentation, where required, that the illness or injury prevents the Employee from working. The cost of the medical assessment and related forms, as specified by the Employer and associated with the required medical documentation shall be borne by the Employer. The Employee shall be entitled to paid sick leave where the Employee has sufficient sick leave credits.

(b) Confidentiality of Health Information

(i) 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.

(ii) 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.

(iii) 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.

(c) Sick Leave and Probation

A newly hired Permanent Employee shall be on probation for a period of four hundred and sixty-two (462) regular scheduled hours of work. During the probationary period, there shall be no entitlement to paid sick leave. After the first four hundred and sixty-two (462) regular scheduled hours of work an accumulation of 31.98 hours sick time will be credited to that Employee. During the probation period the Employee will be entitled to all rights and benefits of this Agreement except for the fact that during the probationary period the Employer shall have the right to discipline or dismiss any Employee who, in the opinion of the Employer, is unsatisfactory. Any such discipline or dismissal shall not be subject to grievance or arbitration.

CU23.06 Sick Leave Statement

The Employer shall endeavour to provide the Employee with a statement of the Employee's sick leave credits every two (2) weeks with his or her pay advice.

CU23.07 Workers' Compensation

(a) An illness or injury for which Workers' Compensation is payable shall not be deemed to be sick leave except for the supplement as provided in Article **CU**23.07(b)(i).

A Permanent Full-time or Part-time Employee who is unable to attend work for greater than one pay period due to workplace illness or injury and who is awaiting approval of a claim for Workers' Compensation benefits may have the Employer provide payment equivalent to the benefits she/he would earn under the *Workers' Compensation Act* providing the Employee is able to establish, satisfactory to the Employer, that the illness or injury prevents the Employee from working and the Employee has sufficient sick leave credits.

In such case, the Employee must provide a written undertaking to the Employer and the required notification to the WCB that the initial payment(s) from the WCB

is to be provided directly to the Employer on behalf of the Employee, up to the level of the payment advanced by the Employer.

(b) Injury on Duty - WCB

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

(i) where an Employee is being compensated under the *Workers' Compensation Act*, pay an Employer WCB payment supplement to the Employee to the extent of the applicable pre-injury bi-weekly pay of the Employee while maximizing the amount payable from the WCB. It is the intent of the parties that in no circumstance shall the Employee receive an increase of income while in receipt of WCB. When this Employer supplement is being paid, the Employer shall deduct from the Employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an Employee's sick leave credits are exhausted, the Employee shall be paid only the Workers' Compensation Benefits Allowance.

Accumulation of Vacation Credits

(ii) accumulate vacation credits for the Employee to a maximum of one year's vacation credits.

NSHEPP Pension Plan, Group Health and Group Life Benefit Plans

(iii) 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, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (ie. 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.

WCB and Return to Work

(iv) Where an Employee has returned to work after being absent for injury on duty for which Worker's Compensation Benefits are not payable, and where the absence due to injury on duty was for two (2) days or less after the day of the injury, the Employee shall receive an amount equal to regular pay

from accumulated sick leave credits for the period in which the Employee was unable to work as a result of the Employee's injury on duty.

CU23.08 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 CU26.04, continuation of such leave shall be subject to a periodic review by the Employer of the Employee's circumstances and the potential for the Employee to return to work.

CU24 Leave of Absence

CU24.17 Sick Leave for Medical/Dental; Family; Emergency

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

(a) engage in and facilitate the Employee's personal preventative medical or dental care. Employees shall advise his/her immediate supervisor when he/she become aware of his/her need for personal medical, dental care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied.

(b) attend to emergencies where:

(i) the Employee's own medical or dental health is at an immediate and serious risk;

(ii) a member of the Employee's immediate family, as defined in Article 19.02 (a), who has become ill or disabled, in order to make alternate care arrangements where the Employee's personal attention is required and which could not be serviced by others or attended to by the Employee outside of his/her assigned shifts;

(iii) there is a critical condition (fire, flood, or other natural disaster excluding the conditions of Article 19.13) which requires the Employee's personal attention which could not be serviced by others or attended to by the

Employee outside of his/her assigned shifts.

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

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

CU26.04 LTD Program

(i) Terms and conditions for participation in the LTD Program as well as the payment of benefits shall be as determined by the LTD Program.

(ii) Should an Employee in receipt of Long Term Disability benefits cease to be disabled, upon providing reasonable notice of the Employee's intended date to return to work, the Employee shall have a right to return to the Employee's former or equivalent position with the Employer at not less than the same increment level. The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining the Employee's suitability for reinstatement.

(iii) Employees in receipt of Long Term Disability benefits shall not be entitled to continue accumulation of paid sick leave benefits, paid vacation benefits or paid holiday benefits under this Collective Agreement but shall retain any previously accumulated sick leave credits for their use in the event they return to work. Such Employees may claim accumulated paid vacation and holiday benefits at any time.

(iv) Subject to Article **CU**26.04 (v), during the elimination period or while in receipt of Long Term Disability benefits or during the LTD Appeal Process, the Employee may continue to participate in the Benefit Plans provided the Employee agrees to pay the Employee share of the benefit premium contribution.

(v) The Employer shall only provide the Employer share of the premium contribution for a period of not longer than thirty (30) months following the commencement of the absence.

(vi) If the Employee remains in receipt of Long Term Disability benefits after the thirty (30) months, the Employee may continue to participate in the Benefit Plans, provided the Employee pays 100% of the cost of the participation (both the Employer and Employee portion). Continued participation shall be subject to the eligibility provisions of the respective Benefit Plans.

(vii) The Employer and the Union have a continuing duty to accommodate a disabled Employee and are obligated to consider employment opportunities that meet the Employee's capabilities as established through sufficient medical evidence.

APPENDIX "D"
CUPE former Health Care and Support in Eastern, Western and Northern Zones (former DHAs 1-7)

"CUP" has been used to distinguish the original article numbers as applicable to CUPE for Eastern, Western and Northern Zones (former DHAs 1-7).

CUP23 Sick Leave

The provisions of Article **CUP**23 (23.01 - 23.08) are not applicable to a Casual Employee. However, a Casual Employee may otherwise be eligible for Worker's Compensation Benefits outside of the provisions of Article **CUP**23.07.

CUP23.01 Sick Leave Defined

(a) 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.

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

CUP23.02 Paid Sick Leave Accrual

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

CUP23.03 Total Sick Leave Accumulation

The unused portion of an Employee's sick leave accumulation shall be available for future sick leave to a maximum of eleven hundred and twenty-five (1125) hours.

CUP23.04 Sick Leave Deductions

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

CUP23.05

(a) Sick Leave Claims

An Employee may claim sick leave when unable to attend work due to personal illness or injury provided the Employee is able to establish with medical documentation, where required, that the illness or injury prevents the Employee from working. The cost of the medical assessment and related forms, as specified by the Employer and associated with the required medical documentation shall be borne by the Employer. The Employee shall be entitled to paid sick leave where the Employee has sufficient sick leave credits.

(b) Confidentiality of Health Information

(i) 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.

(ii) 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.

(iii) 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.

(c) Sick Leave and Probation

A newly hired Permanent Employee shall be on probation for a period of four hundred and ninety-five (495) regular scheduled hours of work. During the probationary period, there shall be no entitlement to paid sick leave. After the first four hundred and ninety-five (495) regular scheduled hours of work an accumulation of 34.27 hours sick time will be credited to that Employee. During the probation period the Employee will be entitled to all rights and benefits of this Agreement except for the fact that during the probationary period the Employer shall have the right to discipline or dismiss any Employee who, in the opinion of the Employer, is unsatisfactory. Any such discipline or dismissal shall not be subject to grievance or arbitration.

CUP23.06 Sick Leave Statement

The Employer shall endeavour to provide the Employee with a statement of the Employee's sick leave credits every two (2) weeks with his or her pay advice.

CUP23.07 Workers' Compensation

(a) An illness or injury for which Workers' Compensation is payable shall not be deemed to be sick leave except for the supplement as provided in Article **CUP**23.07(b)(i).

A Permanent Full-time or Part-time Employee who is unable to attend work for greater than one pay period due to workplace illness or injury and who is awaiting approval of a claim for Workers' Compensation benefits may have the Employer provide payment equivalent to the benefits she/he would earn under the *Workers' Compensation Act* providing the Employee is able to establish, satisfactory to the Employer, that the illness or injury prevents the Employee from working and the Employee has sufficient sick leave credits.

In such case, the Employee must provide a written undertaking to the Employer and the required notification to the WCB that the initial payment(s) from the WCB

is to be provided directly to the Employer on behalf of the Employee, up to the level of the payment advanced by the Employer.

(b) Injury on Duty - WCB

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

(i) where an Employee is being compensated under the *Workers' Compensation Act*, pay an Employer WCB payment supplement to the Employee to the extent of the applicable pre-injury bi-weekly pay of the Employee while maximizing the amount payable from the WCB. It is the intent of the parties that in no circumstance shall the Employee receive an increase of income while in receipt of WCB. When this Employer supplement is being paid, the Employer shall deduct from the Employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an Employee's sick leave credits are exhausted, the Employee shall be paid only the Workers' Compensation Benefits Allowance.

Accumulation of Vacation Credits

(ii) accumulate vacation credits for the Employee to a maximum of one year's vacation credits.

NSHEPP Pension Plan, Group Health and Group Life Benefit Plans

(iii) 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, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (ie. 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.

WCB and Return to Work

(iv) Where an Employee has returned to work after being absent for injury on duty for which Worker's Compensation Benefits are not payable, and where the absence due to injury on duty was for two (2) days or less after the day of the injury, the Employee shall

receive an amount equal to regular pay from accumulated sick leave credits for the period in which the Employee was unable to work as a result of the Employee's injury on duty.

CUP23.08 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 **CUP**26.04, continuation of such leave shall be subject to a periodic review by the Employer of the Employee's circumstances and the potential for the Employee to return to work.

CUP24 Leave of Absence

CUP24.17 Sick Leave for Medical/Dental; Family; Emergency

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of thirty-seven and one-half (37½) hours per annum (pro rated for Part-time Employees) debited against sick leave credits in order to:

(a) engage in and facilitate the Employee's personal preventative medical or dental care. Employees shall advise his/her immediate supervisor when he/she become aware of his/her need for personal medical, dental care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied.

(b) attend to emergencies where:

(i) the Employee's own medical or dental health is at an immediate and serious risk;

(ii) a member of the Employee's immediate family, as defined in Article 19.02 (a), who has become ill or disabled, in order to make alternate care arrangements where the Employee's personal attention is required and which could not be serviced by others or attended to by the Employee outside of his/her assigned shifts;

(iii) there is a critical condition (fire, flood, or other natural disaster excluding the conditions of Article 19.13) which requires the Employee's personal attention which could not be serviced by others or attended to by the Employee outside of his/her assigned shifts.

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

(c) An Employee will be allowed to use up to 15 of the hours referred to in the preamble of this Article to attend to the Medical and Dental Care of their Immediate Family members.

CUP26.04 LTD Program

(i) Terms and conditions for participation in the LTD Program as well as the payment of benefits shall be as determined by the LTD Program.

(ii) Should an Employee in receipt of Long Term Disability benefits cease to be disabled, upon providing reasonable notice of the Employee's intended date to return to work, the Employee shall have a right to return to the Employee's former or equivalent position with the Employer at not less than the same increment level. The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining the Employee's suitability for reinstatement.

(iii) Employees in receipt of Long Term Disability benefits shall not be entitled to continue accumulation of paid sick leave benefits, paid vacation benefits or paid holiday benefits under this Collective Agreement but shall retain any previously accumulated sick leave credits for their use in the event they return to work. Such Employees may claim accumulated paid vacation and holiday benefits at any time.

(iv) Subject to Article **CUP**26.04 (v), during the elimination period or while in receipt of Long Term Disability benefits or during the LTD Appeal Process, the Employee may continue to participate in the Benefit Plans provided the Employee agrees to pay the Employee share of the benefit premium contribution.

(v) The Employer shall only provide the Employer share of the premium contribution for a period of not longer than thirty (30) months following the commencement of the absence.

(vi) If the Employee remains in receipt of Long Term Disability benefits after the thirty (30) months, the Employee may continue to participate in the Benefit Plans, provided the Employee pays 100% of the cost of the participation (both the Employer and Employee portion). Continued participation shall be subject to the eligibility provisions of the respective Benefit Plans.

(vii) The Employer and the Union have a continuing duty to accommodate a disabled Employee and are obligated to consider employment opportunities that meet the Employee's capabilities as established through sufficient medical evidence.

APPENDIX "E"
Unifor in Eastern Zone (former DHAs 7 & 8)

"UN" has been used to distinguish the original article numbers as applicable to Unifor for Eastern Zone (former DHAs 7 & 8).

UN11 Sick Leave

A Casual Employee (except a Casual Employee while in a short or long assignment position) is not entitled to sick leave which means the Casual Employee is expressly excluded from provisions **UN**11.01 through **UN**11.07 (inclusive).

UN11.01

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

(b) Employees shall be entitled to accumulate sick leave credits at the rate of eleven and one quarter (11.25) hours for each one hundred and sixty-two point-five (162.5) regular hours paid. Employees shall not be entitled to paid sick leave during their probationary period. After the probationary period, the sick leave accumulated during the probationary period will be credited to the Employee.

(c) Sick leave shall accumulate to a maximum of eleven hundred and twenty five (1125) hours.

UN11.02

(a) When a period of paid sick leave extends into a period of scheduled vacation, those days of vacation lost due to illness shall become sick leave, and paid subject to the availability of accrued sick leave credits. Vacation days shall be rescheduled at a later date. Employees may be required to provide proof of illness.

(b) If an Employee is hospitalized during a period of scheduled vacation, days of vacation lost while hospitalized and convalescing as a result of the hospitalization shall become sick leave and paid subject to the availability of accrued sick leave credits. Vacation days shall be rescheduled at a later date. Employees may be required to provide proof of illness.

(c) Sick leave will be paid from the accumulated credits and the Employee will not be permitted to substitute other paid leave days in place of sick leave.

UN11.03

The total of regular hours paid by the Employer shall be considered in calculating the accrual of sick leave credits.

UN11.04

Where possible, the Employer shall provide a statement of sick leave credits on the Employee's bi-weekly pay record or upon request of the Employee.

UN11.05

Employees may be required to provide proof of illness for any absence due to illness. 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 examinations, medical certification forms or reports.

UN11.06

An Employee who reports for work as scheduled and leaves work due to illness shall be paid for actual time worked. Where an Employee has sick leave credits, the Employee shall be compensated for the remainder of that shift from accrued sick leave credits.

UN11.07

(a) Subject to available sick leave credits, Permanent Employees shall be permitted leave of absence without loss of regular pay, for up to twenty-two and one-half (22.5) hours in total per fiscal year to attend to personal preventative medical and dental appointments. Employees shall endeavour to arrange for such appointments during off duty hours.

(b) When required to be off duty, Employees shall provide their supervisor with as much advance notice as is possible.

(c) The Employer may require proof of the need for leave for any of the above situations. Hours paid for such leaves shall be deducted from accumulated sick leave credits.

UN33 Workers' Compensation

Provisions **UN**33.01 (b) (i)-(iv) are not applicable to a Casual Employee (except a Casual Employee while in a short or long assignment position). However, a Casual Employee may otherwise be eligible for Workers' Compensation Benefits.

UN33.01 Workers' Compensation

(a) An illness or injury for which Workers' Compensation is payable shall not be deemed to be sick leave except for the supplement as provided in Article **UN**33.01 (b)(i). A Permanent Full-time or Part-time Employee who is unable to attend work for greater than one pay period due to workplace illness or injury and who is awaiting approval of a claim for Workers Compensation benefits may have the Employer provide payment equivalent to the benefits she/he would earn under the *Workers Compensation Act* providing the Employee is able to establish, satisfactory to the Employer, that the illness or injury prevents the Employee from working and the Employee has sufficient sick leave credits. In such case, the Employee must provide a written undertaking to the Employer and the required notification to the WCB that the initial payment(s) from the WCB is to be provided

directly to the Employer on behalf of the Employee, up to the level of the payment advanced by the Employer.

(b) Injury on Duty - WCB

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

(i) where an Employee is being compensated under the *Workers' Compensation Act,* pay an Employer WCB payment supplement to the Employee to the extent of the applicable pre injury biweekly pay of the Employee while maximizing the amount payable from the WCB. It is the intent of the parties that in no circumstance shall the Employee receive an increase of income while in receipt of WCB. When this Employer supplement is being paid, the Employer shall deduct from the Employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an Employee's sick leave credits are exhausted, the Employee shall be paid only the Workers' Compensation Benefits Allowance;

Accumulation of Vacation Credits

(ii) accumulate vacation credits for the Employee to a maximum of one year's vacation credits.

Group Health and Group Life Benefit Plans

(iii) continue the eligibility of the Employee and the Employers' cost sharing relationship with the Employee so as to allow for the Employee to continue in the Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (ie 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 18 months following the onset of the WCB period. This shall not determine the Employee's eligibility to participate in the Plans.

WCB and Return to Work

(iv) Where an Employee has returned to work after being absent for injury on duty for which Worker's Compensation Benefits are not payable, and where the absence due to injury on duty was for two days or less after the day of the injury, the Employee shall receive an amount equal to regular pay from accumulated sick leave credits for the period in which the Employee was unable to work as a result of the Employee's injury on duty.

UN14.05

a) Permanent Full-time Employees shall be permitted leave of absence without loss of regular pay, for up to fifteen (15) hours in total per fiscal year to attend to the following situations:

(i) in the case of an illness of a member of the Employee's immediate family who permanently resides with the Employee and when no one at home

other than the Employee can provide for the needs of the ill person. Immediate family shall be defined as the parent, child or spouse of the Employee.

(ii) in the case of an emergency which requires the Employee's personal attention resulting from a situation which cannot reasonably be served by others or attended to by the Employee at a time when the Employee is off duty.

UN22.03 Employees on Long Term Disability benefits who have sick leave credits and who are subject to a maximum accumulation of one hundred, fifty (150) working days shall not be entitled to use such credits as top-up but shall retain any excess credits for their use in the event they return to work. Should the Employee not return to work with the Employer they shall forfeit all claims to such sick leave.

APPENDIX "F"
NSGEU in Western Zone (former DHAs 1, 2, and 3)

"NSG" has been used to distinguish the original article numbers as applicable to NSGEU for Western Zone (former DHAs 1, 2, and 3).

NSG23.01 (a) Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave pay if the employee is not otherwise receiving pay for that day, and providing the employee has sufficient sick leave credits.

(b) Sick Leave Defined

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

NSG23.02 **Paid Sick Leave Accrual**

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

NSG23.03 Maximum Accumulation of Sick Leave

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

NSG23.04 Deduction from Sick Leave

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

NSG23.05 (a) An employee may claim sick leave when unable to attend work due to personal illness or injury provided the employee is able to establish with medical documentation, where required, that the illness or injury prevents the employee from working. The employee shall be entitled to paid sick leave where the employee has sufficient sick leave credits.

(b) Sick Leave and Probation

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

NSG23.06 Sick Leave Records

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

NSG23.07 Sick Leave for Medical/Dental, Family, Emergency*

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of thirty – five (35) hours per annum (pro-rated for Part-Time Employees) debited against sick leave credits in order to:

(a) engage in and facilitate the Employee's personal preventative medical or dental care. Employees shall advise his/her immediate supervisor when he/she become aware of his/her need for personal medical, dental care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied.

(b) attend to emergencies where:

(i) the Employee's own medical or dental health is at an immediate and serious risk;

(ii) a member of the Employee's immediate family, as defined in Article 24.02(b), who has become ill or disabled, where the Employee's personal

attention is required and which could not be serviced by others or attended to by the Employee outside of his/her assigned shifts;

(iii) there is a critical condition (fire, flood, or other natural disaster excluding the conditions of Article 24.09) which requires the Employee's personal attention which could not be serviced by others or attended to by the Employee outside of his/her assigned shifts.

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

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

NSG23.08 Confidentiality of Health Information

(a) An employee shall not be required to provide her management supervisor specific information relative to an illness during a period of absence. However, such information shall be provided to Occupational Health Services, if required by the Employer. Occupational Health Services shall only release such necessary information to the employee's immediate management supervisor, such as the duration or expected duration of the illness, the employee's fitness to return to work, any limitations associated with the employee's fitness to work, and whether the illness is bona fide.

(b) All employee health information shall be treated as confidential and access to such information shall only be given in accordance with this collective agreement or as authorized by law. The Employer shall store employee health information separately and access thereto shall be given only to the persons in Occupational Health Services who are directly involved in administering that information or to qualified health care professionals retained by Occupational Health Services.

NSG23.09 Workers' Compensation

(a) Where an employee is compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the maximum permitted under the Act (i.e., the maximum which can be paid without reducing the amount paid by the Workers' Compensation Board). When this supplement is being paid, the Employer shall

deduct from the employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's sick leave credits are exhausted, the employee shall be paid only the Workers' Compensation Benefits Allowance.

(b) Accumulation of Vacation Credits:

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

(c) Pension Plan Contributions

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

NSG30.04 LTD Program

(i) Terms and conditions for participation in the LTD Program as well as the payment of benefits shall be as determined by the LTD Program.

(ii) Should an Employee in receipt of Long Term Disability benefits cease to be disabled, upon providing reasonable notice of the Employee's intended date to return to work, the Employee shall have a right to return to the Employee's former or equivalent position with the Employer at not less than the same increment level. The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining the Employee's suitability for reinstatement.

(iii) Employees in receipt of Long Term Disability benefits shall not be entitled to continue accumulation of paid sick leave benefits, paid vacation benefits or paid holiday benefits under this Collective Agreement. Employees on Long Term Disability benefits who have sick leave credits shall not be entitled to use such credits as top-up but shall retain any such credits for their use in the event they return to work. Should the employee not return to work with the employer they shall

forfeit all claims to sick leave credits. Such Employees may claim accumulated paid vacation and holiday benefits at any time.

(iv) Subject to Article **NSG**30.04 (v), during the elimination period or while in receipt of Long Term Disability benefits or during the LTD Appeal Process, subject to the eligibility provisions of the respective Benefit Plans the employee may continue to participate in the Benefit Plans provided the employee agrees to pay the employee's share of the benefit premium contribution.

(v) The Employer shall only provide the Employer share of the premium contribution for a period of not longer than two (2) years following the commencement of the absence.

(vi) If the Employee remains in receipt of Long Term Disability benefits after the two (2) years, the Employee may continue to participate in the Benefit Plans, provided the Employee pays 100% of the cost of the participation (both the Employer and Employee portion). Continued participation shall be subject to the eligibility provisions of the respective Benefit Plans.

(vii) The Employer and the Union have a continuing duty to accommodate a disabled Employee and are obligated to consider employment opportunities that meet the Employee’s capabilities as established through sufficient medical evidence.

APPENDIX 1
EXPEDITED ARBITRATION - RULES OF PROCEDURE

1. A single arbitrator shall be appointed to decide the grievance.

2. The following persons shall serve as a panel of single arbitrators:

   Susan Ashley

   Eric Slone

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

3. The arbitrators shall be appointed on a rotating basis, in the sequence in which their names appear on the above list.

4. The arbitrator, in consultation with the parties, shall convene a hearing of the grievance not later than forty (40) days from being appointed. If the arbitrator is not agreeable or available to commence the hearing within this time period, the arbitrator whose turn is next in the rotation shall be selected, and so on, until one of the arbitrators in the rotation is available.

5. At least ten (10) days prior to the date of the hearing the parties and/or their representatives shall meet for the following purposes:

   - to exchange copies of any documents that either party intends to rely on in the hearing;
   - to establish and attempt to agree on the facts relevant to the grievance;
   - to exchange copies of any precedents and authorities; and
   - to engage in discussions regarding the possible settlement of the grievance.

6. Should a dispute arise between the parties regarding compliance with the obligations outlined in paragraph 5 the issue in dispute may be referred for immediate and binding resolution to the arbitrator. This may be done by conference call between the arbitrator and the parties.

7. At least five (5) days before the scheduled hearing date the parties shall forward to the arbitrator the collective agreement, a copy of the grievance, any agreed statement of facts and any other documents or materials agreed upon by the parties.

8. The arbitration hearing shall be an informal and accelerated process. To this end, the following procedures shall be in effect:

- The hearing shall be completed within a single day, within the hours of 8:00am and 6:00pm. At the commencement of the hearing the parties and the arbitrator shall attempt to agree upon the allocation of time and if agreement cannot be reached the arbitrator shall decide upon such allocation.

- The parties shall make every reasonable effort to minimize the use of witnesses and to limit representations to issues directly related to the substance of the individual grievance. Whenever practicable, the parties shall stipulate facts not in dispute rather than establishing such facts through the evidence of witnesses.

- Every reasonable effort shall be made to ensure that the grievance is addressed on its own merits, within the context of the particular circumstances of the individual case.

- The arbitrator shall have the permission of the parties to take an activist role and to direct that issues be addressed, or not addressed, in the hearing in accordance with his or her determination as to its relevance to the outcome.

9. The decision of the arbitrator on the merits of the grievance may be rendered verbally at the immediate conclusion of the hearing, or, in any event, within two (2) days following the conclusion of the hearing. The arbitrator may remain seized of the grievance to determine any issues arising from the implementation of his or her decision.

10. The arbitrator may provide brief written reasons for the decision, however, these must be issued within ten (10) days of rendering the decision.

11. The decision of the arbitrator shall be binding on the parties, however, the parties agree that decisions issued through this process apply only to the individual grievance decided, have no value as precedent and that they shall not be referred to in any other proceedings under this collective agreement or otherwise.

APPENDIX 2
CLASSIFICATIONS AND PAY PLAN

APPENDIX 3
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 Permanent 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 Permanent Position, I am interested in working additional shifts (which may include a Short or Long Assignment, 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 Article 38.

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 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 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

_____ _____

Employer Date

APPENDIX 4

NSHA

PART-TIME EMPLOYEES AND CASUAL EMPLOYEES - AVAILABILITY FORM

Health Care, Health Support & Health Administrative Professional Bargaining Units

(Please provide a copy of this form to all Units/Depts/Programs noted below)

Name: _____ Home Unit/Dept/Program: _____

Position: _____Manager: _____ Site: _____

Other Units/Depts/Programs where I hold a permanent or casual position in this bargaining unit:

Unit/Dept/Program	Manager	Position	Status (casual or permanent)

Current designated full-time equivalency (FTE) for all permanent positions held within this bargaining unit: _____ (_____ hours bi-weekly)

Article 38.04 requires each Permanent Part-Time and Casual Employee to indicate his/her availability and willingness to perform **extra shifts** (shifts which are available prior to the posting of the schedule) for the Employer. **Please complete the following and enter the number of additional hours where applicable.**

Availability for Extra Shifts:

A. _____ I am willing and available to work _____additional scheduled hours (extra shifts) per pay period in my department or work area. *Leave blank if not available.*

Total Regular scheduled Hours plus Available Hours = _____ (not to exceed 70/75 hours, based on the regular full-time hours of all permanent positions held within this bargaining unit).

Availability for Relief Shifts:

B._____ I am willing and available for relief shifts (shifts which become available after the schedule has been posted). *Leave blank if not available.*

If you are interested in working relief shifts but have restrictions on your availability, please discuss these restrictions with your Manager who will determine whether the Employer can accommodate these restrictions.

In the box below, indicate your availability to be scheduled/called for extra/relief shifts *(if your department uses Kronos for scheduling, you must provide your availability in Kronos, not in the table below)*:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Day							
Evening							
Night							

I am not available the following specific date(s):

Employees are permitted to submit a revised Availability Form quarterly in accordance with Article 38.04 or more often where mutually agreed with the Employer. Such agreement shall not be unreasonably withheld. Changes to availability will not be abused.

I understand my Employer can assign me to work the hours set out in Section A at straight time rates except where overtime is required as per Article 39.08. My Employer can also offer me Relief Shifts after the schedule has been posted under Section B.

_____ _____

Employee Date

_____ _____

Employer per Date

Revised December 2018

APPENDIX 5
LEGAL SUPPORT FOR EMPLOYEES AND INSURANCE

A. Allegations of Negligence

The Employer shall provide legal support to:

(a) 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 Nova Scotia Health Authority; and

(b) Employees who are named parties (defendants) in a legal action based on a claim that a patient suffered harm as a result of negligent treatment received at the Nova Scotia Health Authority, so long as the Employee was acting without criminal intent.

B. Other Legal Matters Arising from Employment

In addition, legal support to Employees may be provided in certain other circumstances where the Employee has become involved in a legal matter as a result of his/her employment at the Nova Scotia Health Authority. The decision as to whether to provide legal support in such circumstances, and the extent of such support, will be determined by the Employer on a case by case basis.

PROCEDURE

1. All subpoenas and legal notices for Employees of the Nova Scotia Health Authority are to be coordinated in accordance with any applicable policies or guidelines in place at the time by a person(s) designated for this purpose by the Employer. Process servers serving subpoenas and notices should be directed to such person(s).

2. Any Employee who:

(a) has been contacted by a lawyer about a negligence claim, or has been personally served with a subpoena or an originating notice/action (documents commencing a law suit) is required to notify his/her Supervisor/Manager and to contact the person designated who will communicate appropriately with the Employee/Management and coordinate contact with legal counsel, as he/she deems appropriate; or

(b) has a request for the provision of legal support as outlined in Section B above must contact the person(s) designated who will determine whether legal support will be provided and the level of such support.

3. Employees are free to obtain his/her own legal counsel, but will do so at his/her own expense.

4. The Nova Scotia Health Authority has an insurance policy which insures Employees against damages arising from negligence which causes a patient bodily injury, sickness/disease or death so long as the Employee was acting within the scope of his/her employment.

5. If an Employee is required to pay a monetary amount or judgment to any other party because of:

(a) a patient suffering injury as the result of an Employee acting beyond the scope of his/her employment or with criminal intent; or

(b) the outcome of a legal matter arising from employment as outlined in Section B above;

this Appendix 5 shall not constitute an obligation on the part of the Employer to pay such monetary amount or judgment on behalf of the Employee, or to reimburse the Employee for payment of same, even if legal support was provided to the Employee.

APPENDIX 6
Grandparented Car Allowance for Certain Employees

The following provisions apply only to those Employees covered by Art. 28.01(d) of the Collective Agreement:

1. The Employer has the right to determine which Employee(s), as a condition of employment, is/are required to provide an automobile for the purposes of carrying out employment functions.

2. Prior to the beginning of each fiscal year the Employer shall determine which Employees or classes of Employees shall be eligible for a car allowance.

3. An Employee who moves out of a class of employment during the fiscal year, to a new position where provision of an automobile is no longer required, shall revert to straight mileage rates on the effective date of the job change if he/she has been in receipt of monthly allowance provisions.

4. The Employer shall take such matters as follows into consideration when determining eligibility for monthly allowance:

    a. nature of function performed;

    b. can travel be made more economically without substantial impairment of efficiency by other means such as rental vehicle, public transportation, etc.;

    c. does the Employee have control over the demand for transportation;

    d. the normal amounts of kilometres travelled by an incumbent in this position in the previous fiscal year;

    e. the incidence of usage.

5. An Employee will not be reimbursed for or provided with parking when a vehicle is not required in the performance of daily duties.

6. When the use of a vehicle is a condition of employment all reasonable parking costs associated with the availability and use of the vehicle directly related to the Employer's business will be paid.

7. In the event that the Provincial Government rate for a monthly allowance and/or the kilometre flat rate increases or decreases, the rate of this agreement will change as well on the same effective date as provincial government Employees. The effective date for this agreement will be the date on which the new government rate is announced.

8. There will be no reduction in monthly allowance if the Employee is: on vacation; on special leave with pay for 30 calendar days or less; on sick leave for 30 calendar days or less.

9. Subject to paragraph 8 above, where an Employee is on special leave without pay, the allowance will be reduced in proportion to the number of compensation days in the month for which the special leave was granted.

MEMORANDUM OF AGREEMENT #1
Incumbency Protection

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF

HEALTH ADMINSTRATIVE PROFESSIONAL UNIONS

(The Unions)

1. Employees who have present incumbency only ("PIO") salary protection will continue their PIO status.

2. Such Employees shall progress on the pay range of their classification as adjusted by general economic increases so long as they remain in their current position.

MEMORANDUM OF AGREEMENT #2
MARKET-BASED ADJUSTMENTS

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF

HEALTH ADMINSTRATIVE PROFESSIONAL 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 within ten (10) working days of being made aware of the situation.

2. Upon completion of this consultation process the Employer may implement a special market-based adjustment in respect of the classification(s) in question. Such adjustments will be paid on a bi-weekly basis for a defined period of time.

3. Any market-based adjustment will be pro-rated according to designation for permanent part-time positions and for designation and duration for full and part-time long or short assignments and/or job shares.

4. The amount of the market-based adjustment will be reviewed annually and may be increased if the employer, in its discretion, deems this necessary. The decision of the employer in this regard is not subject to review by an arbitrator or any other person.

5. The market-based adjustment will not be considered a part of the Employee's regular (negotiated) pay rate for the Employee's classification.

6. The market-based adjustment will, however, be treated as regular earnings for purposes of pension, union dues, statutory deductions (e.g. employment insurance, Canada pension plan, income tax) and other earnings, related group benefits plans such as long term disability and life and accidental death and dismemberment insurance and for pregnancy and adoption leave allowances.

7. The market-based adjustment will not be added to the hourly rate when calculating overtime rate; rather, overtime rates will be based on the base salary without the market-based adjustment.

8. The market-based adjustment shall be considered as part of any monies to be reimbursed to the Employer by the affected Constituent Union 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 Council of 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 by the Employer.

MEMORANDUM OF AGREEMENT #3
Occupational Health and Safety Audit Process and Training

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF

HEALTH ADMINSTRATIVE PROFESSIONAL UNIONS

(The Unions)

Information

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

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

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

This review shall be completed within 12 months with reports to the Committee, the Union**s**, 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.

MEMORANDUM OF AGREEMENT #4
ARBITRATION PROCESS FOR S.T.I. BENEFIT GRIEVANCE

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF

HEALTH ADMINSTRATIVE PROFESSIONAL UNIONS

(The Unions)

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.

MEMORANDUM OF AGREEMENT #5
ATTENDANCE SUPPORT – EXPEDITED PROCEDURE

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF

HEALTH ADMINSTRATIVE PROFESSIONAL UNIONS

(The Unions)

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 forseeably 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 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.

MEMORANDUM OF AGREEMENT #6
NURSES TRANSFERRED INTO THE HEALTHCARE BARGAINING UNIT

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF

HEALTH ADMINSTRATIVE PROFESSIONAL UNIONS

(The Unions)

The following NSNU classifications were transferred into the healthcare bargaining unit through the James Dorsey arbitration decision dated February 19, 2015.

1. Coordinator Cardiovascular Health
2. District Access Coordinator
3. Coordinator Stroke Program

If, at the effective date of this collective agreement, any of the above-noted classifications are filled by a nurse, she will remain covered by the following clauses, when applicable, in their respective NSNU Nursing transitional collective agreements and any amendments to these transitional collective agreement clauses in any subsequent round of bargaining.

NSNU Members;

1. Late Career Nurse Retention Bonus
2. Retiree Recruitment Incentive
3. All Education Premiums
4. The Canadian Nurse Association Certificate Premium
5. Nursing Practice and Nursing Leadership Premiums
6. Nurse Identity payment for uniforms
7. Long Service 25-year Increment

Income protection for Nurses who are unable to perform their duties, because of illness or injury, are as contained in their respective NSNU Nursing Transitional Collective Agreements or as amended.

NSNU
7.22 (c) – After posting relief shifts
10.08 – Sick Leave Substitution for Annual Vacation.
10.21 – Holiday and Sick Leave Pay
13.03 – Pregnancy Sick Leave
16.02 – Injury on Duty (WCB)
16.03 – Sick Leave waiting for WCB
16.04 – WCB and Return to Work
16.05 – Casual Nurses
20.00 – Sick Leave Benefits
20.01 – 20.13 – Sick Leave Pay
20.15 – 20.17 – LTD

MEMORANDUM OF AGREEMENT #7
DEVOLUTION OF CONTINUING CARE
FROM THE DEPARTMENT OF HEALTH TO THE FORMER DISTRICT HEALTH AUTHORITIES

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA THROUGH THE AGENCY OF THE PUBLIC SERVICE COMMISSION

(hereafter the "Province")

and

NOVA SCOTIA HEALTH AUTHORITY

and

(The Employer)

THE NOVA SCOTIA COUNCIL OF

HEALTH ADMINSTRATIVE PROFESSIONAL UNIONS

(The Unions)

Whereas:

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

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

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

from the Province to the Employer by way of this Agreement.

Now therefore it is agreed as follows:

5. Rights and Obligations

(c) (ii) Employees in a classification not presently in the Collective Agreements will maintain their classification and wage scale in effect as of the Devolution Date.

(j) Eligible Employees shall be provided with the following moving/relocation expenses on a "present incumbent only basis" so long as they continue to work in their present classification:

> "Where the Employer requires an Employee to relocate outside the Employee's geographic location, the Employer will reimburse the Employee's actual and reasonable relocation expenses to a maximum amount of $7,500.00."

(k) The Employees who have been designated by the Employer as belonging to a class of employment where the availability of a motor vehicle is deemed to be a condition of employment may opt to receive a monthly car allowance of $314.88, plus 23.23 cents per kilometer adjusted annually on April 1st based on the average year-over-year percentage change in the Nova Scotia Private Transportation Index for the calendar year preceding the April 1 effective change date, as calculated by Statistics Canada on a "present incumbent only" basis so long as they continue to work in their present classification, until a new Collective Agreement takes effect. Once a new Collective Agreement takes effect, the Employees will be subject to the same provisions in relation to monthly vehicle allowance as other Employees of the Employer who, on a grandfathered basis, presently have this allowance.

(l) Continuing Care Coordinators who, at the date of Devolution are paid an educational premium, shall have that educational premium continued so long as they continue to work in that classification.

8. Work Schedules. Vacation Schedules and Shift Arrangements

Until changed in accordance with the Collective Agreements all hours of work/ vacation schedules/ and shift arrangements of the Employees in effect immediately before the Devolution Date shall continue unaffected by the change in employment from the Province of the Employer. Modified Work Weeks shall continue after the Devolution Date subject to the terms of the Collective Agreements.

MEMORANDUM OF AGREEMENT #8
RE: RETENTION INCENTIVE

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF

HEALTH ADMINISTRATIVE PROFESSIONAL UNIONS

(The Unions)

WHEREAS certain classifications were transferred into the bargaining unit as a result of the award of Arbitrator James Dorsey dated February 19, 2015;

AND WHEREAS some of these transferred classifications were entitled to receive a retention incentive pursuant to the terms of previously applicable collective agreements;

NOW THEREFORE it is ordered:

1. The classifications listed in Schedule "A" were transferred into the Nova Scotia Council of Health Administrative Professional bargaining unit through Arbitrator James Dorsey decision dated February 19, 2015:

2. All present incumbents in any of the above noted classifications as of the date of this Award shall be entitled to receive a salary increment of 3.5% greater than the highest rate in effect for the applicable classification upon completion of twenty-five years of service with the Employer, provided they continue in the same classification, or move to another classification as a result of a reorganization or amalgamation of classifications.

3. For greater clarity, the entitlement to a retention incentive shall not be extended to any persons not occupying a classification transferred to the Health Administrative Professional bargaining unit through the Dorsey Arbitration decision.

4. Should an employee occupying a classification that was transferred to the Health Administrative Professional bargaining unit through the Dorsey Arbitration decision voluntarily move to another classification that was not part of the Dorsey transfer decision, they shall not be entitled to the retention incentive.

SCHEDULE A

List of Incumbents in Moved Classifications into the Administrative Professional that had been entitled to the 25 Year Retention Incentive in former Health Care Bargaining Unit

CUPE Healthcare Bargaining Unit

Pay Grade	Former DHA & Classification
HC07	6 - Librarian
HC26	6 - Resource Facilitator
HC31	1 - Coding Classification Specialist
HC31	2 - Health Records Technician
HC31	3 - Health Records Technician
HC31	4 - Health Records Tech
HC31	5 - Health Records Tech
HC31	6 - Health Records Technician
HC31	7 - Health Records Tech
HC60	2 - Librarian 1
HC75	3 - Health Promotions Coordinator

Unifor Healthcare Bargaining Unit

Pay Grade	Former DHA & Classification
HTH006	8 - Health Records Technician
HTH017	8 - Health Sciences Librarian

NSNU Nursing Bargaining Unit

Pay Grade	Former DHA & Classification
RN02	1-RN-2
RN02	7-RN-2
RN03	4-RN 3

CUPE Addiction Services Bargaining Unit

Pay Grade	Former DHA & Classification
HTH007	1 - Prevention & Health Promotion Coordinator 2

NSGEU PHACCC Bargaining Unit

Pay Grade	Former DHA & Classification
HTH006	5 - Health Educator
HTH006	7 - Health Educator
HTH007	8 - Health Promoter
HTH007	2 - Prevention & Education Officer
HTH007	3 - Prevention & Health Promotion Coordinator
HTH007	6 - Prevention & Education Officer
HTH007	1 - Program Admin Officer 2
HTH007	2 - Program Admin Officer 2
HTH007	3 - Program Admin Officer 2
HTH007	4 - Program Admin Officer 2
HTH007	5 - Program Admin Officer 2
HTH007	6 - Program Admin Officer II
HTH007	7 - Program Admin Officer 2
HTH007	8 - Program Admin Officer II
HTH007	2 - Quality Management Coordinator
HTH007	3 - Quality Management Coordinator
HTH007	8 - Quality Management Coordinator
HTH012	7 - Team Leader-Addiction Services
HTH005	8 - Program Admin Officer I
HTH015	3 - Health Promotion & Prevention Team Leader
PR017	4 - Program Admin Officer IV
PR017	4 - Planning Development Officer III

NSGEU Healthcare Bargaining Unit

Pay Grade	Former DHA & Classification
HTH107	9 - Supply Technician A
HTH208	9 - Team Leader Stores
HTH109	9 - Data Integrity Officer
HTH109	9 - Health Records Tech in Training
HTH109	9 - Supply Technician B
HTH309	9 - Financial Services Officer A
HTH309	9 - Library Technician
HTH210	9 - Research & Stats Officer A
HTH114	9 - Health Records Technician
HTH313	9 - Sr Buyer
HTH117	9 - Coordinator Volunteer Services
HTH117	9 - Program Admin Officer A
HTH117	9 - Coordinator Palliative Care
HTH123	9 - Graphic Designer
HTH116	9 - Health Records Administrator A
HTH317	9 - Health Records Administrator B
HTH122	9 - Financial Services Officer B
HTH122	9 - Community Health Board Coordinator
HTH122	9 - Program Admin Officer B
HTH222	9 - Research & Stats Officer B
HTH222	9 - Voice Analyst NSGEU
HTH126	9 - Project Coordinator NSGEU
HTH226	9 - Health Educator NSGEU
HTH130	9 - Librarian Educator NSGEU
HTH130	9 - Research & Statistic Officer C
HTH129	9 - Clinical Product Coordinator

HTH129	9 - Procurement Coordinator
HTH134	9 - Affiliate Placement Coord
HTH230	9 - Program Admin Officer C
HTH136	9 - Program Admin Officer D
HTH236	9 - Team Leader Health Promotion
HTH418	9 - Simulation Prog Delivery Tech

The List of Classifications shall not be deemed to be exclusive and shall automatically be amended to include any classification(s) existing as of the date of the Collective Agreement, November 18, 2018, that the parties agree has been missed through error or omission.

MEMORANDUM OF AGREEMENT #9

UNIT CLOSURES

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(Former South West Nova District Health Authority)

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF

HEALTH ADMINSTRATIVE PROFESSIONAL UNIONS

(NSGEU, Local 190)

(The Unions)

Where the Employer decides to temporarily close a particular work area and this results in work being unavailable to NSGEU Clerical / Administrative Professional Bargaining Unit members within the Former South West Nova District Health Authority 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 if vacation credits are available for use; or

2. use lieu time which has been banked in accordance with Articles 18.04 (Overtime), or Article 21.04 (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 the employee is qualified to do the work; 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. In no case shall the Employer incur any additional costs from such an arrangement.

During the closure if work should become available in the area of the closure and regular employees have indicated that they wish to be called for such hours and qualify to perform the work, they shall be called prior to the work being offered to casuals.

It is understood that the provision of Article 28 shall apply where closures are in excess of two weeks.

The Collective Agreement shall be considered amended to the extent necessary to give effect to the provisions of this Memorandum of Agreement.

The Unit Manager will provide a reminder in writing to all affected employees no less than 12 weeks prior to the commencement of the closure.

Affected employees must then advise the Unit Manager of their selection from the above outlined options no later than 2 weeks after the reminder has been provided.

MEMORANDUM OF AGREEMENT #10

RE: Devolution of Continuing Care From the Department of Health to the District Health Authorities – June 5, 2009

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF

HEALTH ADMINSTRATIVE PROFESSIONAL UNIONS

(The Unions)

This MOA applies to NSGEU Public Health Addictions and Continuing Care Employees in the Eastern, Western and Northern Zones.

Whereas Continuing Care Employees devolved from the Department of Health to the former District Health Authorities (DHAs 1 through 8) effective June 5, 2009.

And Whereas each former District Health Authority (DHA 1 through 8) has its own Memorandum of Agreement with respect to the Devolution.

And Whereas the parties to each Memorandum of Agreement are now the Province of Nova Scotia, the Nova Scotia Health Authority respective District Health Authority and the NSGEU.

And Whereas the content of the Memorandum of Agreement for all former District Health Authorities (DHA 1 through 8) is identical.

And Whereas the text of the Memorandum of Agreement is reproduced in this collective agreement for historical reference only and does not form part of the collective agreement.

And Whereas the text of the Memorandum of Agreement is attached hereto.

MEMORANDUM OF AGREEMENT

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

Between:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA THROUGH THE AGENCY OF THE PUBLIC SERVICE COMMISSION

(hereafter the "Province")

and

THE *EMPLOYER (DISTRICT HEALTH AUTHORITY*), A BODY CORPORATE ESTABLISHED UNDER THE *HEALTH AUTHORITIES ACT* S.N.S. 2000, C.6

(hereafter the "Employer")

and

THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

(hereafter the "Union")

Whereas:

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

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

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

Now therefore it is agreed as follows:

6. Definitions

a) Agreement means the Memorandum of Agreement between the Province, the Union and the Employer including any schedule hereto.
b) Bargaining Unit means the Bargaining Unit as defined in the Collective Agreement which unit is commonly referred to as the "fifth unit", amended as follows:

Bargaining Unit means all regular and temporary full-time and part-time Employees, and casual Employees as provided by this agreement engaged in providing addiction / drug dependency and public health programs and who deliver or support the delivery of continuing care programs, but excluding those persons represented by other bargaining agents, those persons included in a bargaining unit of Employees of the Employer engaged in providing services other than addiction / drug dependency and public health programs or the delivery or support of the delivery of continuing care programs and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the Trade Union Act.

c) Collective Agreement means the Collective Agreement between the Employer and the Union which applies to the Bargaining Unit and which is in effect as of the Devolution Date.

d) Devolution Date means the date upon which the Employees of the Province commence being Employees of the Employer which date will be confirmed by the resigning of this Agreement by the Province, the Employer and the Union.

e) Employee(s) means an Employee of the Province engaged in delivering or supporting the delivery of continuing care programs who is listed in Schedule "A" hereto and who becomes an Employee of the Employer on the Devolution Date.

7. Effective Date

This Agreement shall have effect on and after the Devolution Date.

8. Voluntary Recognition

a) The Employer recognizes the Union as the exclusive bargaining agent for all of the Employees of the Employer in the Bargaining Unit and the Employer and the Union agree that this Agreement constitutes a voluntary recognition within the meaning of section 30 of the *Trade Union Act;*

b) The Employer agrees to post, on and after the Devolution Date, a copy of this Agreement in a conspicuous place or places where it is most likely to come to the attention of Employees and to continue the posting of the Agreement for a minimum period of 30 days.

9. Continuity of Employment

The employment of all Employees listed in Schedule A shall continue without break or interruption and, subject to any agreement between the Employer and the Union, all seniority rights of these Employees shall continue unaffected by the change in their employment from the Province to the Employer.

10. Rights and Obligations

a) The Employer and the Union agree that on and after the Devolution Date the Collective Agreement will apply to the Employees subject only to this Agreement and to such variation of the Collective Agreement as is agreed to herein or may later be agreed to between the Employer and the Union.

b) The Employer agrees all accrued rights to pay, overtime pay, sick leave, public service awards, holidays, pensions, vacation, time off in lieu of overtime, compensatory time off for compensation when such time off is not possible, public service award advances, leaves of absence, maternity leave, pregnancy leave, adoption leave, leave for birth of child, parental leave or other existing leave arrangements, all rights to return to work from any leave, sickness, workers' compensation or injury on duty, vacation or holidays, granted or agreed prior to the effective date of this Memorandum of Agreement are preserved unaffected by the change in employment from the Province to the Employer. After the Devolution Date such Employees shall accrue such rights in accordance with the Collective Agreement unless otherwise stated herein.

c) (i) Employees in a matching classification presently in the Collective Agreement shall be placed on the existing wage scale of that classification at the next higher step. If there is no next higher step, the Employee shall be "PIO'd" at his or her hourly rate of pay so long as the Employee continues to work in his or her present classification.

(ii) Employees in a classification not presently in the Collective Agreement, other than Staff Nurses, will maintain their classification and wage scale in effect as of the Devolution Date.

(iii) Employees in the Staff Nurse classification shall be paid according to the wage scale attached as Appendix "B".

d) An Employee who has earned, by having 288 months of service as of the Devolution Date, a greater vacation entitlement than that provided in the Collective Agreement shall retain that entitlement. Employees will be exempt from Article 18.09 (expiry of vacation accumulation) until a new Collective Agreement is in effect.

e) Education Premiums in Article 35.17 of the Collective Agreement shall apply to those Employees who are Staff Nurses, and on a "present incumbent only" basis to Continuing Care Coordinators who are Registered Nurses and presently paid the educational premiums available to Staff Nurses, so long as they continue to work in their present classification.

f) Any "grandfathered" sick leave banks shall be used by the Employees after the Devolution Date only in accordance with the Collective Agreement.

g) The Province and the Union agree that on and after the Devolution Date the Province, in respect of the Employees, shall have no further obligation under The Civil Service Master Agreement.

h) Employees who retire with an actuarially-reduced pension will receive the retirement allowance pursuant to Article 31 of the Collective Agreement.

i) The Province agrees to secure an Order-in-Council, if necessary, to provide that the Employees will be able to continue their public service pension as Employees in the Bargaining Unit.

j) If necessary to ensure that the Employees in the Bargaining Unit are covered by the Public Service Long-Term Disability Plan, the Employer and the Union agree to jointly request the Trustees of the Plan to include the Employer and the Employees under that Plan.

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

11. Existing Grievances etc.

a) All grievances, classification appeals, adjudications, interest arbitrations and judicial review proceedings which arose before the Devolution Date shall continue unaffected by the change in employment from the Province to the Employer with such modification to process as may be required by the Collective Agreement, and with the Employer continuing as the Employer in the place and stead of the Province.

b) All classification disputes which have been referred to a Classification Appeal Tribunal under the Civil Service Master Agreement before the Devolution Date, but which have not begun shall proceed to the Appeal Tribunal (unless earlier resolved between the Union and the

~~Employer) and the Employer shall continue as the Employer before the Tribunal in the place and stead of the Province.~~

~~**12. Recognition of Employee Service and Seniority**~~

~~a) Subject to any agreement between the Union and the Employer, all periods of service of an Employee in the Civil Service and periods of employment recognized as service by the Province before the Devolution Date shall be deemed service with the Employer for all purposes and all seniority rights of Employees shall be preserved and shall continue unaffected by the change in employment from the Province to the Employer.~~

~~b) Seniority of Employees as of the Devolution Date is defined as the length of continuous employment dating from the last date of appointment to the Civil Service.~~

~~c) The Employees will be placed on the merged Public Health and Addictions Services seniority list for the Employer.~~

~~d) As of the Devolution Date, an Employee who is a "Term" Employee under the Civil Service Master Agreement shall be considered a "Temporary Employee" under the Collective Agreement, except that such Temporary Employees who reach three or more years of accumulated service shall have layoff/recall rights as provided in Article 34 of the Collective Agreement.~~

8. Work Schedules, Vacation Schedules and Shift Arrangements

a) Until changed in accordance with the Collective Agreement all hours of work, work schedules, vacation schedules, and shift arrangements of the Employees in effect immediately before the Devolution Date shall continue unaffected by the change in employment from the Province to the Employer.

~~b) The Employees shall be included in Group A for the purpose of Article 16 of the Collective Agreement.~~

~~**9. Re-Signing of Memorandum**~~

~~All parties hereto agree to re-sign the Agreement on the Devolution Date.~~

MEMORANDUM OF AGREEMENT #11
RE: DEVOLUTION OF CONTINUING CARE FROM THE DEPARTMENT OF HEALTH TO THE FORMER DISTRICT HEALTH AUTHORITIES – SEPTEMBER 26, 2011

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF

HEALTH ADMINSTRATIVE PROFESSIONAL UNIONS

(The Unions)

This MOA applies to NSGEU Public Health Addictions and Continuing Care Employees in the Eastern, Western and Northern Zones.

Whereas Continuing Care Employees devolved from the Department of Health to the former District Health Authorities (DHAs 3, 4, 7 & 8) effective September 26, 2011.

And Whereas former District Health Authorities 3, 4, 7, & 8 has its own Memorandum of Agreement with respect to Devolution.

And Whereas the parties to each Memorandum of Agreement are now the Province of Nova Scotia, the respective District Nova Scotia Health Authority and the NSGEU.

And Whereas the content of the Memorandum of Agreement for the former District Health Authorities 3, 4, 7, & 8 is identical.

And Whereas the text of the Memorandum of Agreement is reproduced in this collective agreement for historical reference only and does not form part of the collective agreement.

And Whereas the text of the Memorandum of Agreement is attached hereto.

MEMORANDUM OF AGREEMENT

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

Between:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA THROUGH THE AGENCY OF THE PUBLIC SERVICE COMMISSION

(hereafter the "Province")

and

THE *EMPLOYER (DISTRICT HEALTH AUTHORITY)*, A BODY CORPORATE ESTABLISHED UNDER THE *HEALTH AUTHORITIES ACT* S.N.S. 2000, C.6

(hereafter the "Employer")

and

THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

(hereafter the "Union")

Whereas:

Effective June 5th, 2009 the Government began the process of integrating continuing care services within the District Health Authorities; and

On or about September, 2011 a further transfer of Employees to the District Health Authorities will take place; and

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

Now therefore it is agreed as follows:

1. Definitions

a) Agreement means the Memorandum of Agreement between the Province, the Union and the Employer including any schedule hereto.

b) Bargaining Unit means the public health and addiction services Bargaining Unit as defined in the Collective Agreement which unit is commonly referred to as the "fifth unit", as amended by Memorandum of Agreement, signed June 5th, 2009 regarding the devolution of continuing care.

c) Collective Agreement means the Collective Agreement between the Employer and the Union which applies to the Bargaining Unit and which is in effect as of the Devolution Date.

d) Devolution Date means the date upon which the Employees of the Province cease being Employees of the Employer.

e) Employee means an Employee of the Province engaged in delivering or supporting the delivery of continuing care programs who is listed in Schedule "A" hereto and who becomes an Employee of the Employer on the Devolution Date.

2. Effective Date

This Agreement shall have effect on and after the Devolution Date.

3. Voluntary Recognition

a) The Employer recognizes the Union as the exclusive bargaining agent for all of the Employees of the Employer in the Bargaining Unit and the Employer and the Union agree that this Agreement constitutes a voluntary recognition within the meaning of section 30 of the *Trade Union Act;*

b) The Employer agrees to post, on and after the Devolution Date, a copy of this Agreement in a conspicuous place or places where it is most likely to come to the attention of Employees and to continue the posting of the Agreement for a minimum period of 30 days.

4. Continuity of Employment

The employment of all Employees listed in Schedule A shall continue without break or interruption and, subject to any agreement between the Employer and the Union, all seniority rights of these Employees shall continue unaffected by the change in their employment from the Province to the Employer.

5. Rights and Obligations

a) The Employer and the Union agree that on and after the Devolution Date the Collective Agreement will apply to the Employees subject only to this Agreement and to such variation of the Collective Agreement as is agreed to herein or may later be agreed to between the Employer and the Union.

b) The Employer agrees all accrued rights to pay, overtime pay, sick leave, public service awards, holidays, pensions, vacation, time off in lieu of overtime, compensatory time off for compensation when such time off is not possible, leaves of absence, maternity leave, pregnancy leave, adoption leave, leave for birth of child, parental leave or other existing leave arrangements, all rights to return to work from any leave, sickness, workers' compensation or injury on duty, vacation or holidays, granted or agreed prior to the effective date of this Memorandum of Agreement are preserved unaffected by the change in employment from the Province to the Employer. After the Devolution Date such Employees shall accrue such rights in accordance with the Collective Agreement unless otherwise stated herein.

c) The name, classification, pay scale step, seniority and service dates of the Employees shall be as indicated in Appendix "A" attached. The Employees shall not be entitled to negotiated increases retroactive prior to the Devolution Date.

d) An Employee who has earned, by having 288 months of service as of the Devolution Date, a greater vacation entitlement than that provided in the Collective Agreement shall retain that entitlement. Employees will be exempt from Article 18.09 (expiry of vacation accumulation) until a new Collective Agreement replaces the 2006-2009 Collective Agreement.

e) Any "grandfathered" sick leave banks shall be used by the Employees after the Devolution Date only in accordance with the Collective Agreement.

f) The Province and the Union agree that on and after the Devolution Date the Province, in respect of the Employees, shall have no further obligation under The Civil Service Master Agreement.

g) Employees who retire with an actuarially reduced pension will receive the retirement allowance pursuant to Article 31 of the Collective Agreement.

h) The parties agree that the Employees will continue their public service pension as Employees in the Bargaining Unit.

i) If necessary to ensure that the Employees in the Bargaining Unit are covered by the Public Service Long-Term Disability Plan, the Employer and the Union agree to jointly request the Trustees of the Plan to include the Employer and the Employees under that Plan.

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

6. Existing Grievances etc.

a) All grievances, classification appeals, adjudications, interest arbitrations and judicial review proceedings which arose before the Devolution Date shall continue unaffected by the change in employment from the Province to the Employer with such modification to process as may be required by the Collective Agreement, and with the Employer continuing as the Employer in the place and stead of the Province.

b) All classification disputes which have been referred to a Classification Appeal Tribunal under the Civil Service Master Agreement before the Devolution Date, but which have not begun shall proceed to the Appeal Tribunal (unless earlier resolved between the Union and the Employer) and the Employer shall continue as the Employer before the Tribunal in the place and stead of the Province.

7. Recognition of Employee Service and Seniority

a) Subject to any agreement between the Union and the Employer, all periods of service of an Employee in the Civil Service and periods of employment recognized as service by the Province before the Devolution Date shall be deemed service with the Employer for all purposes and all seniority rights of Employees shall be preserved and shall continue unaffected by the change in employment from the Province to the Employer.

b) Seniority of Employees as of the Devolution Date is defined as the length of continuous employment dating from the last date of appointment to the Civil Service.

c) The Employees will be placed on the merged Public Health and Addictions Services seniority list for the Employer.

d) As of the Devolution Date, an Employee who is a "Term" Employee under the Civil Service Master Agreement shall be considered a "Temporary Employee" under the Collective Agreement, except that such Temporary Employees who reach three or more years of accumulated service shall have layoff/recall rights as provided in Article 34 of the Collective Agreement.

8. Work Schedules, Vacation Schedules and Shift Arrangements

a) Until changed in accordance with the Collective Agreement all hours of work, work schedules, vacation schedules, and shift arrangements of the Employees in effect immediately before the Devolution Date shall continue unaffected by the change in employment from the Province to the Employer. Existing Modified Work Week arrangements shall continue subject to the terms of the Collective Agreements and without prejudice to any reviews presently underway.

~~b) The Employees shall be included in Group A for the purpose of Article 16 of the Collective Agreement.~~

MEMORANDUM OF AGREEMENT #12
UNIFOR PAID EDUCATION LEAVE (PEL)

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF

HEALTH ADMINSTRATIVE PROFESSIONAL UNIONS

(The Unions)

Unifor Paid Education Leave

This MOA applies only to Unifor members affected by the collective agreement.

The Employer agrees to pay into a special fund an amount of one cent ($.01) per hour for all regular hours paid for the Permanent 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, Unifor, effective from date of ratification and sent by the Employer to the following address; Unifor Paid Education Leave Program, Unifor Family Education Centre, RR#1 CAW Road 25, Port Elgin, Ontario, N0H 2CD.

The Employer shall approve an unpaid leave to the members of the bargaining unit subject to operational requirements. Candidates for PEL shall be selected by 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.

MEMORANDUM OF AGREEMENT #13
GRANDPARENTING OF CUPE ARTICLE 17.02(a)(i) AND UNIFOR ARTICLE 9.02(a)

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF

HEALTH ADMINSTRATIVE PROFESSIONAL UNIONS

(The Unions)

Notwithstanding Article 14.11 of the collective agreement, the following provisions will apply in those areas which were previously subject to the CUPE and Unifor transitional collective agreements:

> 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 week period, given in not more than two segments unless mutually agreed otherwise between the Union and the Employer.

MEMORANDUM OF AGREEMENT #14
LEGACY CARRY-OVER BANKS

1. Notwithstanding Articles 17.08, 17.09 & 17.10, Employees who have, as of the date this Collective Agreement is finalized, carried over vacation banks (not including the twenty (20) days permitted to be accumulated pursuant to Article 17.09) ("Legacy Carry-over Banks") will retain their Legacy Carry-over Banks until April 1, 2024, after which any vacation from their Legacy Carry-over Banks that has not been used will be paid out.

2. For the purposes of this MOA, "Legacy Carry-Over Banks" includes all vacation credits earned but not taken under past terms and conditions of employment and collective agreements with any of the predecessor Employers.

MEMORANDUM OF AGREEMENT #15

TRANSITIONAL AGREEMENT RE: JOB SHARING AND PREPAID LEAVE

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY (NSHA)

AND

NOVA SCOTIA COUNCIL OF

HEALTH ADMINSTRATIVE PROFESSIONAL UNIONS

(the Council)

WHEREAS the parties to this Memorandum of Agreement came into existence on April 1, 2015 as a result of the *Health Authorities Act;*

AND WHEREAS the collective agreements then current between the predecessor employers of NSHA and the constituent unions of the Council (the Original Collective Agreements) continued in force until the settlement of a new collective agreement between NSHA and the Council (the New Collective Agreement);

AND WHEREAS NSHA and the Council have agreed in the New Collective Agreement to articles governing job sharing and prepaid leave plans;

AND WHEREAS there may be employees of NSHA who, at the time the New Collective Agreement comes into effect (the Effective Date), are in job sharing arrangements or on prepaid leave plans (deferred salary leaves, etc.) governed by provisions of one of the Original Collective Agreements;

THEREFORE the parties agree that:

1. Employees in job sharing arrangements under the provisions of one of the Original Collective Agreements as of the Effective Date shall continue to operate under those job sharing provisions of the Original Collective Agreement until the earlier of the conclusion of the job sharing arrangement or two calendar years after the Effective Date;

2. Employees enrolled in a deferred salary leave arrangement under the provisions of one of the Original Collective Agreements as of the Effective Date shall continue to operate under those prepaid leave plan provisions of the Original Collective Agreement until the conclusion of that particular prepaid leave;

3. All new job sharing arrangements and prepaid leave plans which commence after the Effective Date will be governed by Article 40 (Job Sharing) or Article 44 (Prepaid Leave Plan) of the New Collective Agreement;

4. This MOA shall lapse upon the expiry of the New Collective Agreement, if not renewed by the parties.

MEMORANDUM OF AGREEMENT #16
SICK LEAVE CONVERSION

This Memorandum of Agreement applies to Employees transferring

between positions within NSHA and between NSHA and IWK.

A. Employees transferring from accrued sick leave to STI

An Employee with a position in a location where they accumulate credits for sick leave with pay who accepts a position in a location where general leave and short-term illness benefits are provided shall be entitled to maintain twenty five percent (25%) of their accumulated sick leave bank; Employees who have sick leave credits in their banks can utilize them for the following purposes:

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 leave bank is exhausted. The Employee's sick bank shall be reduced by one day for each day of entitlement under this section.

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 percent (25%) of the day shall be deducted from the sick bank for each twenty five percent (25%) "top up".

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 net pre-accident earnings shall be deducted from the sick bank for each day of the supplement.

B. Employees transferring from STI to accrued sick leave

An Employee with a position where general leave and short-term illness benefits are provided who accepts a position in a location where they accumulate credits for sick leave with pay shall be credited with a sick leave bank of 11.25 hours for each 162.5 regular hours paid in the 8 years before the effective date of accepting the new position less all hours that the Employee has

received general leave for illness or injury or short-term illness benefits during the 8 years before the effective date of accepting the new position.

C. Employees transferring from PH/AS/CC (former DHAs 1 – 8) STI to former CDHA STI

An Employee with a position in Public Health, Addiction Services and Continuing Care (PH/AS/CC) in former DHAs 1 through 8 where general leave and short-term illness benefits are provided who accepts a position in the former CDHA where general leave and short-term illness benefits are provided shall be entitled to a sick leave bank of five days or, if the Employee has been employed in their PH/AS/CC position for more than one year at the time she accepts the position in the former CDHA, a sick leave bank of ten days, to be used for the following purposes for a period of twelve months from the date of transfer:

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 leave bank is exhausted. The Employee's sick bank shall be reduced by one day for each day of entitlement under this section.

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 percent (25%) of the day shall be deducted from the sick bank for each twenty five percent (25%) "top up".

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 net pre-accident earnings shall be deducted from the sick bank for each day of the supplement.

MEMORANDUM OF AGREEMENT #17
Pay Plan Transition

WHEREAS the parties have agreed that previous Health Care wage parity exercises have been completed in the past;

AND WHEREAS the parties wish to create a transitional agreement with a focused mandate to agree upon the matching already completed by the employers;

AND WHEREAS the parties intend that this MOA will expire once the process is completed;

NOW THEREFORE the parties agree as follows:

1. The parties will establish a Pay Plan Transition Committee, composed of four representatives each of the Council and the Employers, to review and match all current health administrative professional bargaining unit classifications to classifications at the former Capital District Health Authority, NSGEU Local 1246, bargaining unit. A representative of HANS will also participate on the Committee on a non-voting, ex-officio basis, and will act as Chair of the committee.

2. For the purposes of determining the correct pay rate for all classifications, the pay rate for all matched classifications shall be the OFF number for the matched classifications at the former CDHA.

3. Except where the parties agree otherwise, the parties shall not use the pay rate of PIO'ed classifications at the former CDHA and shall exclude any market or any other special adjustments currently in place in determining the OFF number and pay rate in paragraph 2, above.

4. For individual Employees whose positions are matched to classifications at the former CDHA:

    a. where the matched position at the former CDHA has a higher pay rate, the Employee shall be placed at the next higher rate of pay on the pay range of the CDHA classification as increased by the applicable pay increases in the Collective Agreement or the minimum rate of the matched CDHA classification as likewise increased, whichever is greater; or

    b. where the matched position at the former CDHA has a lower pay rate, the Employee shall be granted present incumbent only pay protection and shall progress on the pay range of their previous classification as adjusted by general economic pay increases so long as the incumbent remains in their current position.

5. Unless the parties mutually agree on an alternate dispute resolution mechanism, all disputes regarding whether a position is appropriately matched to a position at the former CDHA shall be referred for resolution to a single arbitrator in accordance with Article 26 of the Collective Agreement.

6. An arbitrator hearing a dispute pursuant to paragraph 5 above shall have the jurisdiction to match the position to a former CDHA position, or determine that there is no match to the position at the former CDHA.

7. In determining whether a position is matched to a former CDHA position, the arbitrator shall consider the factors prescribed by the Aiken (Watson Wyatt) job evaluation system.

8. The arbitrator shall have no jurisdiction to assign a rate of pay for any position.

9. In the event that the parties agree, or an arbitrator determines, that there is no match for a position at the former CDHA, and the position has not been evaluated by the Aiken (Watson Wyatt) job evaluation system:

    a. For the NSHA, the position shall be reviewed pursuant to Article 42 of the Collective Agreement;
    b. For the IWK, the position will maintain its existing rate of pay.

10. Within sixty (60) days from the signing of the Collective Agreement, the Committee will convene to discuss the review process and determine a timeline for completion of the pay plan transition.

11. Implementation of the reconciled pay plans will occur immediately following completion of the matching exercise, which includes completion of any arbitration arising under paragraph 5. Any rate of pay changes shall be made effective the date Arbitrator Kaplan issues an award.

12. This Memorandum of Agreement will expire immediately upon completion of the matching exercise, inclusive of any arbitration arising under paragraph 5.

MEMORANDUM OF AGREEMENT #18
Establishing a Single Group Insurance Plan for All Employees of the NSHA and IWK

WHEREAS as of the effective date of their collective agreements the NSHA and IWK (the "Employers") together provide three different Group Insurance plans for their Employees;

AND WHEREAS the parties have agreed that it is mutually beneficial to move all Employees to a single Group Insurance plan;

AND WHEREAS the parties have agreed that the Provincial Group Benefits Committee (the "Committee") should review all of the Group Insurance plans currently in place, and make a recommendation to the Employers as to which Group Insurance Plan will be adopted for all Employees;

NOW THEREFORE the parties agree as follows:

1. The Committee will review all current Group Insurance plans provided by the Employers, with the aim of making a recommendation to the Employers as to which single plan will be adopted going forward for all Employees.

2. The parties agree that the adoption of a single plan must be cost-neutral.

3. The Committee may hire a third party consultant in order to assist with its review, the costs of which will be borne by the Employers.

4. The Committee's recommendation will be made to the Employers within one (1) year of the effective date of this collective agreement.

5. The Employers will move all Employees into a single Group Insurance plan within one (1) year of receiving the Committee's recommendation.

6. Until there is a new single Group Insurance plan covering all Employees in the unit, the existing Group Insurance plans will remain in place, including current governance structures.

7. Any time limits provided in this MOA may be adjusted on mutual consent of the Employers and the Council.

8. The parties agree that Arbitrator Kaplan retains jurisdiction to resolve any disputes arising out of the resolution of this MOA.

MEMORANDUM OF AGREEMENT #19
TRANSITION

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF ADMINISTRATIVE PROFESSIONAL UNIONS

(The Unions)

The following MOA applies to NSGEU members employed in the Central Zone of the Nova Scotia Health Authority.

1. Incumbency Protection

Upon implementation of the new pay plan, employees who would otherwise incur a salary reduction, shall be granted "PIO" (present incumbency only) status and may advance, through the granting of increments in accordance with the collective agreement, to the maximum salary for the position and classification applicable immediately prior to the implementation of the new classification system.

~~2. Former Public Health and Drug Dependency Services~~

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

3. Car Allowance

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

the position. The option shall terminate if at any time the employee in any subsequent year elects to be reimbursed on a straight mileage basis.

4. Nova Scotia Hospital - Unit Premiums

(a) An employee working at the Nova Scotia Hospital who has been regularly and continuously assigned for a period of at least four months in the period immediately prior to April 24, 2001 to work in a designated unit shall receive a premium of $48.30 per month. The designated units under this Article are Emerald Hall and the Forensic Unit.

(b) A premium to an employee shall be discontinued where:

(i) the employee is on short or long assignment or permanently reassigned to a position outside the designated unit;

(ii) the employee is granted leave of absence with pay, with part pay, or without pay, in excess of thirty (30) consecutive days for such purposes as illness, injury, education, pregnancy, etc.; or,

(iii) the function performed by the designated unit is discontinued.

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Tab 2

COLLECTIVE AGREEMENT

between

Izaak Walton Killam Health Centre

and

The Nova Scotia Council
of
Health Administrative Professional Unions

November 1, 2014 – October 31, 2020

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PREAMBLE

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

Now therefore, the parties agree as follows:

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.01 Definitions

For the purpose of this Agreement:

(4) **"Bargaining Unit"** consists of all Employees of the Employer who occupy positions that require them to be engaged primarily in a non-clinical capacity to perform functions that are predominantly clerical or administrative as defined in paragraph 80B(1)(c) of the *Health Authorities Act* and as defined in Schedule 3 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*.

(5) **"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.

(6) **"Council"** means the Nova Scotia Council of Health Administrative Professional Unions.

(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).

(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.

(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.

(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 as an Employee of a Predecessor Employer immediately prior to the establishment of the Employer pursuant to the *Izaak Walton Killam Health Centre Act*;

(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.

(b) Notwithstanding Article 1.02(a), except as otherwise provided in this Agreement, an Employee who does not receive salary for in excess of ten (10) days during that

calendar month shall not accrue service related benefits or credits for that month; however, there shall be no adjustment to that Employee's service date.

(c) An Employee being compensated under the Workers' Compensation Act shall accumulate vacation credits to a maximum of one year's vacation credits.

(d) Any 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) 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(a)(iii), permanent seniority for those hired after April 1, 2015 will be defined as the most recent date of hire into a permanent position in the Bargaining Unit.

(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 1.03(a)(iv), 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.

(iii) When an Employee transfers from a casual to a permanent position, the Employee's Casual seniority hours will be divided by 1820 and assigned a calendar value which will determine the Employee's permanent seniority date, which will be prior to the date of hire into a permanent position.

(iv) When an Employee transfers from a permanent position to a casual position, the Employee's hours worked shall be used to establish the Employee's accrual of hours for the Employee's date of hire in the casual position. In no case will any Employee accrue more than 1820 hours seniority per year for the purposes of the above.

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

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

(i) Should a member of any bargaining unit at the IWK be the successful candidate for a permanent position in the IWK Health Administrative Professional Bargaining unit, that Employee shall keep and transfer their seniority to their new Health Administrative Professional Bargaining Unit position at the IWK.

(ii) 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 Administrative Professional Bargaining Unit, that Employee shall keep and transfer their seniority to their new Health Administrative Professional Bargaining Unit position at the IWK.

(c) **Posting of Seniority Lists**

The Employer is required to maintain separate seniority dates and seniority lists for Permanent and Casual Employees.

In the event two or more Permanent Employees have the same seniority date, or two or more Casual Employees have the same number of casual hours, their placement on the Permanent or the Casual seniority lists will be determined by random draw.

For Permanent Employees

(i) Within sixty (60) days following the signing of this Agreement, and annually thereafter on December 15 and June 15, the Employer shall post a list setting out each Employee's seniority date. Each Employee shall have thirty (30) days from the date the list is posted to challenge her seniority date in writing. The Employer shall reply to the Employee's written objection within thirty (30) days of receipt of the written objection. If no written objection is received by the Employer within thirty (30) days from the date

the list is posted, the seniority date on the list shall be the Employee's seniority date for all purposes following the posting of the list.

(ii) An Employee who is absent from work for any part of the thirty (30) day posting period shall have thirty (30) days from the date of her return to work to object in writing to her seniority date. However, until and unless such written objection is received by the Employer, and in any event no later than thirty (30) days from the Employee's return to work, the posted seniority date for the Employee will be considered to be the Employee's seniority date for all purposes.

(iii) In the event a Casual Employee's conversion to permanent employment status results in the same seniority date as a Permanent Employee, the Casual Employee will be placed below the Permanent Employee on the seniority list.

For Casual Employees

(iv) Within sixty (60) days following the signing of this Agreement, and semi-annually thereafter, on December 15 and June 15, 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) 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 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 casual seniority date on the list shall be the Casual Employee's seniority date.

(v) Notwithstanding the above, job posting decisions premised on a Casual Employee's seniority will be based on the Casual Employee's seniority on the last day of the pay period prior to the day of the posting deadline.

1.04 Gender

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

1.05 Headings

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

ARTICLE 2 - RECOGNITION

2.01 Bargaining Agent Recognition

(a) The Employer recognizes the *Council* as the exclusive Bargaining Agent of the Employees in the Bargaining Unit for the purposes of sections 33 to 37, subsections 38(1) and (2) and sections 39, 40, 47 to 52 and 61 to 75 of the *Trade Union Act*, as amended.

(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).

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.

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 2.04. 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 Mandatory Membership - New Employees

All Bargaining Unit Employees shall become and remain members of the appropriate Constituent Union in accordance with that Union's bylaws and constitution. Notwithstanding the foregoing, an Employee's loss of membership in the appropriate Constituent Union shall not result in the termination of the Employee's employment with the Employer.

2.09 The Employer and the Union or Unions recognize their respective obligations to accommodate a disabled Employee to the point of undue hardship. A disabled Employee has a duty to cooperate and assist the Employer and the Union in developing a suitable accommodation.

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.

(c) Article 6.03 will only be operative in the absence of essential services legislation.

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, one (1) authorized representatives of the Union shall be entitled to submit for posting on the Employer's electronic communication system one electronic Union notice per month for members of the Bargaining Unit. The Employer shall determine the method of distribution. The Employer shall review all proposed notices and retain a discretion not to post any notice that it deems unlawful or contrary to the Employer's interests, which discretion shall not be unreasonably exercised. The Union agrees to indemnify the Employer for any liability arising out of offensive or otherwise unlawful notices posted by the Union. Nothing in this Article requires a change to distribution practices that existed prior to April 1, 2015.

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 an electronic statement of her classification and employment status, including designation as to her percentage of full-time hours, and pay scale applicable to her position. An Employee may request a paper copy in the event the Employee does not have regular computer access.

8.03 Employer to Acquaint New Employees

(a) During orientation, the Employer will provide each new Employee with a link to an electronic package prepared by the Union along with a link to a copy of the collective agreement. The Employer will update the link as required by the Union.

(b) Where the Employer holds in-person orientation, the Union shall be permitted 10 minutes at the end of the agenda to address Bargaining Unit members with no loss of regular pay during or following the orientation program.

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

8.05 Bargaining Unit Information

The Employer agrees to provide the Union such information relating to Employees in the Bargaining Unit as may be required by the Union for the purpose of collective bargaining.

8.06 Union Information

On a quarterly basis, the Employer shall provide the Union with the name, address, telephone number, hire date, classification, employment status, and pay rate of Bargaining Unit members.

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.

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

9.03 Confirmation of Permanent Appointment

(a) The Employer may after a Permanent Employee has served in a position on a probationary basis for a period of six (6) months, confirm the appointment on a permanent basis.

(b) The Employer shall after a Permanent Employee has served in a position on a probationary basis for the period 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 8.06.

9.07 Secondment

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

ARTICLE 10 - JOB POSTING

10.01 Job Posting

(a) When a new permanent position, a permanent vacancy, or a Long Assignment is created within the Bargaining Unit, the Employer shall post an electronic notice of such position. In work locations where electronic job postings are not possible or practical, a list of job postings will be placed in a visible location.

(b) (i) The posting of a permanent position or vacancy, shall be for a minimum of ten (10) days.

(ii) The posting of a Long Assignment be for a minimum of five (5) days

(c) Should a Short Assignment not be able to be filled in accordance with Article 38.07, 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.

(e) Only those postings which cannot be filled with a qualified Employee from **the** Bargaining Unit will be available for filling from outside the Bargaining Unit.

(f) **Conditional Appointment**

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 to the position on a training basis starting at the first step with the condition that the Employee obtain the required qualifications within that 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. Notwithstanding any other provisions of this agreement, the Employer shall not be responsible for providing any financial assistance to the Employee to complete the program or obtain qualifications.

10.02 Filling Vacancies or Assignments

Where it is determined by the Employer that:

(a) two or more Bargaining Unit applicants for a position in a Bargaining Unit are qualified and

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

(c) In the event that 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.

10.03 Unsuccessful Candidate

An unsuccessful applicant from the Bargaining Unit 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 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.

10.04 Trial Period

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

10.05 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.

10.06 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 **the** Bargaining Unit.

10.07 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 **forty-sixth (46th) day.**

10.08 Temporarily Working in a Position Outside the Bargaining Unit

(a) Where an Employee successfully competes for a position outside any bargaining unit of the Employer and takes an approved leave of up to 18 months 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 any bargaining unit of the Employer, 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 position in the Bargaining Unit 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 any bargaining unit of the Employer on an acting basis shall remain in the Bargaining Unit for the duration of the acting position unless the acting position extends beyond the time limits imposed by Article 32.20(d).

ARTICLE 11 - CHECKOFF

11.01 Deduction of Union Dues and Assessments

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

11.02 Notification of Deduction

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

11.03 Religious Exclusions

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

11.04 Remittance of Union Dues and Assessments

The amounts deducted in accordance with Article 11.01 shall be remitted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on her behalf.

11.05 Liability

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

ARTICLE 12 – STEWARDS

12.01 Recognition

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

12.02 Notification

The Union agrees to provide the Employer with a list of Employees designated as Chief Stewards and as Stewards for the Bargaining Unit.

12.03 Servicing of Grievances

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

ARTICLE 13 - TIME OFF FOR UNION BUSINESS

13.01 Leave Without Pay

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

(a) as members of the Board of Directors of the NSGEU for the attendance at Board meetings;

(b) as members of the Council Negotiating Committees of the Council for the attendance at Committee Meetings;

(c) as delegates to attend conventions of the Union's affiliated bodies, including N.U.P.G.E., C.L.C., Nova Scotia Federation of Labour;

(d) as members of standing Committees of the Council for the attendance at meetings of standing Committees;

(e) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour;

(f) for such other legitimate Union business as may be authorized by the Union such as, but not limited to, replacing Union staff, Union educational programs, etc.

Such permission shall not be unreasonably withheld.

13.02 Notification to Employer

The Union shall notify the Employer of the names of the Employees, including the department wherein the Employee is employed, who are members of the Board of Directors, the Union Executive and Council Committees.

13.03 Salary Continuance

The Employer will continue the salary and benefits coverage of an Employee who is granted leave without pay in accordance with Article 13.01 and will bill the relevant Union for the Employee's salary. If the leave extends beyond three calendar months, the Employer will, from that point, bill the relevant Union 1.2 times the Employee's salary until the leave is concluded.

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 three (3) working days, and leave without pay for travelling time for such portion of the working day prior to and following the meeting as may be required, to Employees who are elected or appointed as registered delegates to attend the Annual Meeting or the Collective Bargaining Workshop of the Union. Such permission shall not be unreasonably withheld. The Employer shall only grant such leave for either the Annual Meeting or the Collective Bargaining Workshop in any one year. However, upon three (3) months advance written request, and if operational requirements permit, the Employer may grant leave as provided herein for both the Annual Meeting and the Collective Bargaining Workshop in the same year if neither were held in the previous year.

(b) The Union shall notify the Employer in writing of the names, including the department wherein the Employee is employed, of the registered delegates attending the Annual Meeting or the Collective Bargaining Workshop of the Union at least three (3) weeks in advance.

(c) Notwithstanding Article 13.05, the number of Employees entitled to attend the Collective Bargaining Workshop shall not exceed two (2).

13.05 Number of Employees Eligible

The number of Employees of both the NSHA and the IWK, in the aggregate, eligible for special leave provisions under Articles 13.01 and 13.04 shall be in accordance with the numbers laid down in the Council's Constitution.

13.06 Contract and Essential Services Negotiations

(a) Where operational requirements permit, and where reasonable notice is given, the Employer shall grant leave with pay for not more than ten (10) Council negotiating committee members in total between the NSHA and IWK for the purpose of attending contract negotiation meetings with the Employer.

(b) Where operational requirements permit, and where reasonable notice is given, the Employer shall grant leave with pay for not more than ten (10) Council essential

services committee members in total between NSHA and IWK for the purpose of attending Essential Services negotiation meetings with the Employer.

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^{nd}) 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 shall be seventy (70) hours per bi-weekly period, normally consisting of ten (10) seven (7) hour shifts, or seventy-five (75) hours per bi-weekly period, normally consisting of ten (10) seven and one-half (7 ½) hours shifts.

(b) Overtime Exception

Where, during a regular scheduled shift rotation, an Employee may be required to work in excess of seventy (70) or 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 (70) or seventy-five (75) hours per two (2) weeks of each complete cycle of the shift rotation.

(c) Rest Intervals between Scheduled Shifts

With the exception of Employees who are working shifts greater than seven (7) 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.

14.02 No Guarantee of Hours

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

14.03 Deviations from Scheduled Hours

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

14.04 Flexible Working Hours

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

adequate number of Employees have requested and wish to participate in such an experiment.

14.05 Modified Work Week

Where Employees in a unit have indicated a desire to work a modified work week, the Employer may authorize experiments with 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 (7) hour shift, subject to the provisions of Article 14.09, the Employer shall provide an unpaid meal break of one (1) hour and paid rest periods totalling one-half (½) hour, not to be taken in less than two (2) breaks. The Employer shall schedule meal breaks in such a way that an Employee be permitted to leave her work area. Operational requirements may be such that these breaks may not be able to be taken off the premises. These breaks shall be prorated for shift duration.

14.09 Recall From Meal Breaks and Rest Periods

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

14.10 Coverage

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

14.11 Days Off

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

14.12 Consecutive Shifts

(a) The Employer will endeavour, where possible, to provide that no Employee is scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Employer and the Employee(s), in variance to the foregoing.

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

(c) Unless mutually agreed otherwise, Employees shall not be required to work more than a total of sixteen (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.

(d) An Employee who works more than sixteen (16) hours as set out in Article 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.

14.13 Posting of Shift Schedules

(a) Shift and standby schedules shall be posted at least four (4) weeks in advance of the schedule to be worked and the schedule shall be for a minimum of two (2) weeks. The Employer shall make every reasonable effort not to change shifts. If the Employer changes the shift schedule within forty-eight (48) hours of the shift, the Employee(s) affected shall be entitled to overtime compensation for that shift. The Employer must inform employees of the shift changes made to the posted schedules.

(b) When the Employer requires an Employee who is regularly scheduled to work Monday through Friday, to work on a weekend as part of her regular bi-weekly hours the Employer shall make every reasonable effort to provide the Employee with four (4) weeks' notice, but in any case not less than two (2) weeks' notice of the weekend work.

14.14 Exchange of Shifts

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

14.15 Week-ends Off

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

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

14.16 Split Shifts

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

14.17 Rotation of Shifts

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

14.18 Conversion of Hours

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

Leave for Adoption of Child

Annual Vacation Entitlement

Sick Leave

Vacation Carry Over

Paid Holidays under Article 18.01

Rest Periods

Bereavement Leave

Acting Pay - Qualifying Period

Leave for Birth of Child

ARTICLE 15 – OVERTIME

15.01 Definitions

In this Article and Article 18:

(a) **“overtime”** means authorized work in excess of an Employee's regular work day or normal bi-weekly hours for Employees whose hours of work are set out in Article 14.01.

(b) **“time and one-half”** means one and one-half (1 ½) times the straight time rate calculated by the formula:

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

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

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

15.02 Allocation and Notice of Overtime

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

(a) to allocate overtime work on a fair and equitable basis among readily available and qualified Employees; and

(b) to give Employees who are required to work overtime, adequate advance notice of this requirement.

15.03 Union Consultation

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

15.04 Overtime Compensation

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

15.05 Overtime Eligibility

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

15.06 Overtime Meal Allowance

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

15.07 Computation of Overtime

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

15.08 Form of Compensation

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

15.09 Time Off in Lieu of Overtime

Employees may be permitted to continuously carry an accumulation of up to seventy (70) hours or seventy-five (75) hours, if they work in a seventy-five (75) hour position. 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 (70) hours or seventy-five (75) hours if they work in a seventy-five (75) hour position.

15.10 Carry Over of Overtime

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

15.11 No Layoff to Compensate for Overtime

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

15.12 Daylight Saving Time

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

15.13 Call-In

(a) An Employee required to report back to work after leaving the premises of the work location following completion of a shift, but before the commencement of the next shift, except as required under Article 16, or called back to work on a day the Employee is not scheduled to work, except as required under Article 16, shall be granted a minimum of four (4) hours pay at straight time rates or the applicable overtime rate, whichever is greater. The minimum guarantee of four (4) hours pay shall not apply to Part-time Employees who are offered additional hours for a period of less than four (4) hours.

(b) An Employee on the Employer's premises prior to the commencement of her shift, who is requested to begin work by the Employer, shall be eligible for overtime rates for that period of time before her actual shift is scheduled to begin.

15.14 Compensation for Performing Other Duties

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

ARTICLE 16 - STANDBY AND CALLBACK

16.01 Standby Compensation

(c) Employees who are required by the Employer to standby shall receive standby pay of sixteen dollars and twenty-one cents ($16.21) for each standby period of eight (8) hours or less.

(d) Employees who are required by the Employer to standby on a Holiday as listed in Article 18, shall receive standby pay of thirty two dollars and forty cents ($32.40) for each standby period of eight (8) hours or less.

16.02 Employee Availability

(a) An Employee designated for standby duty shall be available during her period of standby duty at a known telephone number or pager number and be able to report for duty as quickly as possible if called.

(b) The Employer, at its own expense, will supply pagers to members of the Bargaining Unit who are designated for standby duty.

16.03 Failure to Report

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

16.04 Callback Compensation

(e) 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.

(f) 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.

(g) Stand-by shall not be forfeited in the event of a call back.

(h) The Employer will make reasonable efforts to divide standby opportunities equitably among qualified Permanent Employees and for Casual Employees in long or short assignments. 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.

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) per call each way. 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 ten dollars ($10.00) each way, whichever is greater. 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 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 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.

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 **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).

16.08 Remote Consulting on Stand-by

Employees on Stand-by who provide telephone and/or online consulting support shall, in addition to the Standby pay set out in Article 16.01, be paid the greater of:

(c) the total actual time spent on the phone or online consulting during the Standby period at the applicable overtime rate or

(d) thirty (30) minutes per incident at the Employee's regular hourly rate.

ARTICLE 17 – VACATIONS

17.01 Annual Vacation Entitlement

(a) An Employee shall be entitled to receive annual vacation leave with pay:

(i) each year during her first forty-eight (48) months of service at the rate of one and one-quarter (1 1/4) days for each month of service; and

(ii) each year after forty-eight (48) months of service at the rate of one and two-thirds (1 2/3) days for each month of service; and

(iii) each year after one hundred and sixty-eight (168) months of service at the rate of two and one-twelfth (2-1/12) days for each month of service; and

(iv) each year after two hundred and eighty-eight (288) months of service at the rate of two and one half (2 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 Authorization

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

17.04 Vacation Scheduling

(a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The Employee shall advise the immediate management supervisor in writing of her vacation preference as soon as possible for the following vacation year but by February 1st for vacations in the period April 1st to September 30th and shall include requests for vacations during the December holiday period (December 16 to January 4) and/or March Break vacations for the following year and by August 1st for vacations in the period October 1st to March 31st. The Employer will post approved vacation in writing by March 15th and September 15th respectively.

(b) Preference in vacation schedule shall be given to those Employees with greater length of seniority.

(c) After the vacation schedule is posted, if operational requirements permit additional Employee(s) to be on vacation leave, such leave shall be offered to Employees on a work unit by seniority to those Employees who may have requested the leave but were denied the leave for their request submitted before February 1st or August 1st. Any additional vacation shall be granted on a first come, first serve basis.

17.05 Employee Request

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

(a) give the reason for disapproval; and

(b) make every reasonable effort to grant an Employee's vacation leave in the amount and at such time as the Employee may request in an alternative request.

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

17.06 Restriction on Numbers of Employees on Vacation

(a) During the peak vacation period, commencing the second full week of June and ending after the second full week of September of each year, preference for a period of up to two (2) complete weeks of unbroken vacation shall be given to Employees with the greatest length of seniority. To exercise this preference, an Employee need not pick consecutive weeks.

(b) After each Employee has been granted vacation in accordance with Article 17.06(a), all remaining vacation entitlement shall be granted in accordance with seniority. Once seniority has been exercised for the period of up to two (2)

complete weeks, remaining requests will be granted by seniority, i.e. all second requests and then all third requests.

(c) After the vacation schedule is posted, if operational requirements permit additional Employees to be on vacation leave, such leave shall be offered by seniority to Employees provided the Employees requested that time in accordance with Article 17.04(a).

17.07 Unbroken Vacation

Except during the period of time referred to in Article 17.06, where operational requirements permit, the Employer shall make every reasonable effort to grant to an Employee her request to enjoy her vacation entitlement in a single unbroken period of leave.

17.08 Vacation Carry Over

(a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the immediate management supervisor, be carried over to the following year, but shall lapse if not used before the close of that year. Request for vacation carry over entitlement shall be made in writing by the Employee to the immediate management supervisor not later than January 31st of the year in which the vacation is earned, provided however that the immediate management supervisor may accept a shorter period of notice of the request. The immediate management supervisor shall respond in writing within one (1) calendar month of receiving an Employee's request.

(b) An Employee scheduled to take vacation and who is unable to do so within the vacation year due to illness, injury, or where operational requirements prevent the immediate management supervisor from scheduling vacation shall be entitled to carry over this unused vacation to the subsequent year.

17.09 Accumulative Vacation Carry Over

An Employee, on the recommendation of the immediate management supervisor and with the approval of the Employer, may be granted permission to carry over five (5) days of her vacation leave each year to a maximum of twenty (20) days, if in the opinion of the

immediate management supervisor, it will not interfere with the efficient operation of the Department.

17.10 Use of Accumulated Vacation Carry Over

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

17.11 Borrowing of Unearned Vacation Credits

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

17.12 Employee Compensation Upon Separation

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

17.13 Employer Compensation Upon Separation

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

17.14 Vacation Credits Upon Death

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

17.15 Vacation Records

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

17.16 Recall from Vacation

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

17.17 Reimbursement of Expenses upon Recall

Where, during any period of approved vacation, an Employee is recalled to duty, she shall be reimbursed for reasonable expenses, subject to the provisions of Article 28, that she incurs:

(d) in proceeding to her place of duty;

(e) 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; and

(f) 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.

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

17.18 Reinstatement of Vacation Upon Recall

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

17.19 Illness During Vacation

Accumulated sick leave credits may be substituted for hours of vacation interrupted where it can be established by the Employee to the satisfaction of the Employer

that an illness or accident occurred prior to the commencement of the vacation and that the illness or the accident was such that the vacation plans of the Employee were interrupted.

ARTICLE 18 – HOLIDAYS

18.01 Paid Holidays

The holidays designated for Employees shall be:

(d) New Year's Day
(e) Heritage Day
(c) Good Friday

(d) Easter Monday

(e) Victoria Day

(f) July 1st

(g) Labour Day

(h) Thanksgiving Day

(i) Remembrance Day

(j) Christmas Day

(k Boxing Day

(l) One (1) additional day in each year that, in the opinion of the Employer, is recognized to be a federal, 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.

(m) one-half (½) day beginning at 12:00 noon on Christmas Eve Day

(n) any other day or part of a day declared by the Government of Canada or the province of Nova Scotia to be a general holiday.

18.02 Exception

Article 18.01 does not apply to an Employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday.

18.03 Holiday Falling on a Day of Rest

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

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

(b) the day following the Employee's annual vacation; or

(f) another mutually acceptable day between the Employer and the Employee; or

(g) paid, if mutually agreed.

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 in accordance with Article 18.11.

(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 in accordance with Article 18.11.

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

18.07 Religious Day in Lieu

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

18.08 Time Off in Lieu of Holiday

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

18.09 Christmas or New Year's Day Off

(a) Each Employee shall receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed. In addition, the Employer will make every reasonable effort to schedule an Employee in such a manner that they do not work the same

holiday (Christmas Day or New Year's Day) that they worked the previous year, unless otherwise mutually agreed. Subject to operational requirements, Employees who have Christmas Day or New Year's Day scheduled off may also have December 24th or December 31st respectively scheduled off.

(b) Every effort will be made to give at least two (2) other holidays off on the actual day of the holiday.

18.10 Illness on a Paid Holiday

(a) An Employee who is scheduled to work on a paid holiday, as defined in Article 18.01, and who is unable to report for work due to illness or injury, shall receive sick leave pay for that day, and shall be granted time off in lieu of the holiday at a mutually acceptable time prior to the end of the second (2nd) calendar month immediately following the month in which the holiday fell.

(b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 18.10 (a), compensation shall be granted at the Employee's regular rate of pay for those hours.

18.11 Carry Over of Banked Holiday Time

Employees may be permitted to continuously carry an accumulation of up to twenty-two-and-one-half (22.5) hours of banked Holiday time. The Employer shall divide the year into four (4) quarters. At the end of each quarter, the Employer may pay out any unused banked holiday time down to twenty-two-and-one-half (22.5) hours.

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, in accordance with Article 18.11.

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 hours for 7 hours worked and 10.5 hours for 10.5 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-five (35) consecutive hours paid leave, even if this extends past the seven (7) calendar days leave. "Immediate Family" is defined as the Employee's father, mother, guardian, brother, sister, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-child or ward of the Employee, grandparent or grandchild of the Employee, step-mother, step-father, step-sister, step-brother, step-grandparent, step-grandchild, and a relative permanently residing in the Employee's household or with whom the Employee permanently resides. For employees whose hours of work are seventy-five (75) hours bi-weekly or eighty (80) hours bi-weekly the entitlement shall be thirty-seven and one-half (37 ½)/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 (c) below.

(b) In the event that the funeral or interment 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.

(c) Every Employee shall be entitled to leave with pay up to a maximum of three (3) days in the event of death of the Employee's brother-in-law or sister-in-law, where the relationship is current at the time of death.

(d) Every Employee shall be entitled to one (1) day leave without pay, for the purpose of attending the funeral of an Employee's aunt or uncle, niece or nephew, or the grandparents of the spouse of the Employee. An Employee may be granted up to two (2) days for travel without pay for the purposes of attending the funeral. 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.

(e) The above entitlement is subject to the proviso that proper notification is made to the Employer.

(f) If an Employee is on holiday, vacation or sick leave or using time in lieu at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days to her appropriate bank.

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); or

(b) by subpoena or summons to attend as a witness in any proceeding held:

(i) in or under the authority of a court; or

(ii) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or

(iii) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.

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

19.04 Jury Compensation

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

19.05 Selection/Promotion Process Leave

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

19.06 Pregnancy Leave

(a) The Employer shall not terminate the employment of an Employee because of her pregnancy.

(b) A pregnant Employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks.

(c) An Employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.

(d) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.

(e) Pregnancy leave shall begin on such date as the Employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery, and not later than the date of delivery.

(f) Pregnancy leave shall end on such date as the Employee determines, but not sooner than one (1) week after the date of delivery, and not later than seventeen (17) weeks after the pregnancy leave began.

(g) A pregnant Employee shall provide the Employer with at least four (4) weeks notice of the date she will begin her pregnancy leave. Such notice may be amended from time to time by the Employee:

(i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;

(ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date.

(h) An Employee shall endeavour to provide the Employer with four (4) weeks' notice, and in any event, shall not provide less than two (2) weeks' notice of the date the Employee will return to work on completion of the pregnancy leave, unless the Employee gives notice pursuant to Article 19.07(f).

(i) Where notice as required under Article 19.06(g) or (h) is not possible due to circumstances beyond the control of the Employee, the Employee shall provide the Employer as much notice as reasonably practicable of the commencement of her leave or her return to work.

(j) The Employer may require a pregnant Employee to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the Employee's work is materially affected unless the Employer can reasonably modify the Employee's duties for the period required or temporarily re-assign the Employee to alternate duties or another classification. The Union shall support any modification of duties or temporary re-assignment as provided in this provision.

(k) Where an Employee reports for work upon the expiration of the period referred to in Article 19.06(f), the Employee shall resume work in the same position she held

prior to the commencement of the pregnancy leave, with no loss of seniority or benefits accrued to the commencement of the pregnancy leave. Where the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

(l) While 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).

(m) 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.

(n) **Pregnancy/Birth Leave Allowance**

(i) An Employee entitled to pregnancy leave under the provisions of this Agreement and who has completed the probationary period required by Article 9.02 (a) or has successfully applied for a position at the IWK from a permanent position at the NSHA 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:

(3) where the Employee is subject to a waiting period of one (1) week before receiving E.I. benefits, one (1) payments equivalent to seventy-five percent (75%) of their weekly rate of pay less any other earnings received by the Employee during the benefit period;

(4) Where the Employee has served the one (1) week waiting period in

Article 19.06(n)(ii)(1), one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the Employee is eligible to receive and ninety-three percent (93%) of their 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 that period.

(3) 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 (½) 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.

(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 (½) 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 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 seventy-eight (78) 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 sixty-one (61) 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 seventy-eight (78) weeks after the child or children first arrive in the Employee's home, whichever is earlier.

(d) Notwithstanding Article 19.07(b) or (c), where an Employee has begun parental leave, and the child to whom the parental leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the Employee is entitled to return to and resume work in the position held immediately before the leave began or, where that position is not available, the matter shall be referred to the Joint Committee on Technological Change. The Employee is entitled to only one (1) interruption and deferral of each parental leave.

(e) The Employee shall give the Employer two (2) weeks notice of the date the Employee will begin parental leave.

(f) The Employee shall give the Employer two (2) weeks notice of the date the Employee will return to work upon completion of the parental leave.

(g) Where an Employee reports for work upon the expiration of the period referred to in Article 19.07(a), the Employee shall resume work in the same position she held

prior to the commencement of the parental leave. If the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

(h) While on parental leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during parental leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which parental leave is taken, one (1) month of service shall be credited to an Employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the parental leave granted under Article 19.07(a).

19.08 Adoption Leave

(a) An Employee 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 seventy-eight (78) 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 seventy-eight (78) weeks after the child or children first arrive in the Employee's home, whichever is earlier.

(d) Notwithstanding Article 19.08(b), where an Employee has begun adoption leave, and the child to whom the adoption leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the Employee is entitled to return to and resume work in the position held immediately before the leave began or, where the position is not available, the matter shall be referred to the Joint Committee on Technological Change. The Employee is entitled to only one (1) interruption and deferral of each adoption leave.

(e) The Employee shall give the Employer two (2) weeks notice of the date the Employee will begin adoption leave.

(f) The Employee shall give the Employer two (2) weeks notice of the date the Employee will return to work upon completion of the adoption leave.

(g) Where an Employee reports for work upon the expiration of the period referred to in Article 19.08(a), the Employee shall resume work in the same position she held prior to the commencement of the adoption leave. If the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

(h) While on adoption leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during adoption leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which adoption leave is taken, one (1) month of service shall be credited to an Employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the adoption leave granted under Article 19.08(a).

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

(ii) An Employee entitled to parental or adoption leave under the provisions of this Agreement and who has completed the probationary period required by Article 9.02 (a) or has successfully applied for a position at the IWK from a permanent position at the NSHA 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:

(5) Where the Employee is subject to a waiting period of one (1) week before receiving E.I. Benefits, one (1) payments equivalent to seventy-five percent (75%) of their weekly rate of pay, less any other earnings received by the Employee during the benefit;

(6) Where the Employee has served the one (1) week waiting period in Article 19.08(i)(iii)(1), one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the Employee is eligible to receive and ninety-three percent (93%) of their 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 that period; and

(7) Up to a maximum of ten (10) additional weeks,

a. where the Employee is in receipt of Standard E.I. Parental Benefits, the payments will be equivalent to the difference between the weekly Standard E.I. Parental Benefits the Employee is eligible to receive and ninety-three per cent (93%) of the Employee's weekly rate of pay;

b. where the Employee is in receipt of Extended E.I. Parental Benefits, the payments will be equivalent to the difference between the Weekly Standard E.I. Benefits the Employee *would have been* eligible to receive and ninety-three percent (93%) of the Employee's weekly rate of pay;

(8) For the purposes of this article, "Standard E.I. Parental Benefits" means the E.I. benefits paid to an Employee who is taking a parental leave of up to thirty-five (35) weeks and "Extended E.I. Parental Benefits" means the E.I. benefits paid to an Employee who is taking a parental leave greater than thirty-five (35) weeks.

(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.

(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 (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.

The Employer shall notify the Employee of the option and the date beyond which the option referred to in this Article 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, 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.

19.10 Leave for Birth of Child

On the occasion of the birth of his/her child, a spouse who is an Employee shall be granted special leave without loss of regular pay up to a maximum of fourteen (14) scheduled hours during the confinement of the mother. This leave may be divided into two periods and granted on separate days.

19.11 Leave for Adoption of Child

An Employee shall be granted special leave without loss of regular pay up to a maximum of fourteen (14) scheduled hours 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 Leave for Family Illness and Medical and Dental Appointments

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

The benefits shall be pro-rated for Part-time Employees.

19.13 In-Services, Conferences

(a) The Employer may grant permission to an Employee to attend in-service conference(s), where in the opinion of the Employer, such a conference is relevant to the Employee's respective field and where such attendance will not interfere with efficient operation. Such permission shall not be unreasonably withheld.

(b) Where an in-service conference(s) is not held during the Employee's scheduled hours of work, the Employee shall be paid for all hours of attendance in accordance with Article 15 or Article 39, whichever is applicable.

19.14 Leave for Storms or Hazardous Conditions

(a) It is the responsibility of the Employee to make every reasonable effort to arrive to work and to notify their Supervisor if unable to arrive at work due to a storm or hazardous conditions.

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

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

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

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

(iii) otherwise deemed to be leave without pay.

(d) Where an Employee requests permission to leave work prior to the

completion of her scheduled shift because of hazardous conditions arising from a storm, the Employer may, where operational requirements permit, excuse the Employee, in which case Article 19.14 (b) and (c) above shall apply.

19.15 Prepaid Leave

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

19.16 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 election.

(b) An Employee who is a candidate and wishes a leave of absence shall apply to the Employer and the leave of absence shall be granted.

(c) Where the Employee withdraws as a candidate and before the election, notifies the Employer of the Employee’s intention to return to work, the Employee is entitled to return, to the position the Employee left, two weeks after the notice has been given to the Employer unless the Employer and the Employee both agree to the Employee returning at another time.

(d) An Employee’s leave of absence to be a candidate shall terminate on the day the successful candidate in the election is declared elected unless, on or before the day immediately after ordinary polling day, the Employee notifies the Employer that the Employee wishes her leave of absence to be extended for such number of days, not exceeding ninety (90), as the Employee states in the notice and in such case the leave of absence shall terminate as stated in the notice.

(e) An Employee on leave of absence who is an unsuccessful candidate is entitled to return to the position which that Employee left. If the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

(f) The leave of absence of an Employee who is a successful candidate shall be extended from ordinary polling day of the election of which the Employee is elected until two weeks after:

(i) the Employee resigns from the position to which the Employee was elected where that resignation occurs before the next election;

(ii) where the Assembly is dissolved for the next election, the date the Employee notifies the Employer that the Employee does intend to be a candidate at that next election;

(iii) the date nominations close for the next election if the Candidate has not been officially nominated as a Candidate; or

(iv) declaration day for the next election when it is official that the Employee has not been re-elected, whichever is the latest.

(g) Where an Employee is elected for the second time, the leave of absence for the Employee to be a Candidate terminates on the day the Employee is declared elected for the second time and the Employee ceases to be an Employee for all purposes, including entitlement to all Employee benefits, as of that day.

(h) An Employee who is not re-elected in the second election during the leave of absence may return to the position that Employee left, or, where that position no longer exists the matter shall be referred to the Joint Committee on Technological Change.

(i) During the Employee's leave of absence to be a Candidate, the Employee shall not be paid but the Employee, upon application to the Employer at any time before the leave of absence, is entitled to pension credit for service as if the Employee were not on a leave of absence and to medical and health benefits, long term disability coverage and life insurance coverage, or any one or more of them, if the Employee pays both the Employee's and Employer's share of the cost.

19.17 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 (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 (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 Compassionate Care Leave

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 in accordance with the *Labour Standards Code*, 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.

19.20 Leave for Parent of a Critically Ill Child

An Employee who has been employed by the Employer for a period of at least three (3) consecutive months of continuous employment and is the parent of a critically ill child is entitled to an unpaid leave of absence in accordance with the *Labour Standards Code*.

ARTICLE 20 - GROUP INSURANCE

20.01 Group Life and Medical Plans

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

20.02 Long Term Disability Plans

The 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.

20.03 Provincial Group Benefits Committee

A Provincial Group Benefits Committee will provide advice and make recommendations regarding the group benefit plan administered by HANS. This includes Basic Life, Health and Dental, and Optional Benefits. This does not include the LTD plans or the pension plans.

20.04 Committee Composition

The Committee shall be comprised of representatives of both unions and employers, as follows:

Four union representatives – each of the four major unions (CUPE, Unifor, NSNU and NSGEU) will select a representative;

Four employer representatives – these will be selected from both NSHA and IWK and employers represented by HANS;

A representative from the HANS Group Benefits Service will participate in the committee on a non-voting, ex-officio basis.

20.05 Purpose of Committee

The purpose of the 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.

20.06 Amendment of Benefit Coverage

The Committee will be consulted on all proposed changes to the content and coverages offered under the applicable group benefit plan. Such changes will not be made without agreement of the majority of the Committee. The Committee, upon reaching a majority position, will forward its recommendation to the HANS Board of Directors for implementation.

20.07 Additional Responsibilities of Committee

Where in any given fiscal year the plan administrator determines that an ongoing surplus has arisen in the plan which is of sufficient magnitude to allow an adjustment of benefits the matter will be referred to the Committee for determination.

20.08 Limitations on Powers of Committee

The Committee shall not be authorized to make any adjustment to benefits that would have the effect of increasing the overall ongoing cost of the plan to Employers and Employees.

20.09 Terms of Reference

The Committee shall operate in accordance with its terms of reference which shall include process to be used to resolve issues which cannot be resolved through consensus among the members of the Committee.

ARTICLE 21 - SICK LEAVE

21.01 Eligibility

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

21.02 Accumulation of Credits

(a) Each Employee in the Bargaining Unit may be granted one and one-half

(1 ½) days sick leave with pay for each completed calendar month of service up to a maximum accumulation of one hundred and fifty (150) days.

(b) An Employee who, as at the date of signing this Agreement, has accumulated sick leave credits in excess of one hundred and fifty (150) days shall not forfeit any sick leave credits, however, shall not accumulate sick leave credits until such time as their accumulated sick leave credits fall below one hundred and fifty (150) days at which time the maximum accumulation of one hundred and fifty (150) days shall apply.

21.03 Medical Certificate

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

(b) Where an Employee is required by the Employer to submit a detailed medical certificate or reports pursuant to a required medical examination, the Employer shall be responsible for paying the direct cost of any such examination, medical certificate form or report in excess of those costs covered by an insurance plan of the Employee.

21.04 Employee Entitlement

An Employee whose illness or injury is one which is covered by the terms of the Nova Scotia *Workers' Compensation Act* is not entitled to receive any benefits pursuant to this Article.

21.05 Information to Employee

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

21.06 LTD Top Up

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

21.07 Top Up Limitation

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

21.08 Return to Work

Should an Employee in receipt of Long Term Disability benefits cease to be disabled and provided she is able to perform her full job, such Employee shall have a right to return to her former or equivalent position with the Employer.

The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining an Employee's suitability for reinstatement. The Union acknowledges its duty to cooperate in facilitating the Employee's return to work.

ARTICLE 21A - COMPENSATION FOR INJURY ON DUTY

21A.01 Report of Injuries

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

21A.02 Benefit Entitlement

When an Employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the Employee is unable to perform her duties, the Employer shall grant to the Employee injury on duty leave at the level of compensation and in the manner prescribed by the *Workers' Compensation Act* for a period as the Workers' Compensation Board may specify. The Employer agrees to allow employees to draw upon their accumulated sick leave banks to supplement the benefits provided to them by the WCB. The amount of these supplemental payments shall be limited to the difference between the WCB benefit level and the amount of the Employee's pre-injury net annual earnings during the period of leave approved by the WCB. The Employer shall deduct from the Employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. Such payments will be maintained only so long as the supplemental payments do not result in a reduction in the amounts paid by the WCB and the Employee has sufficient sick leave credits in her bank.

ARTICLE 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.

An Employee who has been subject to disciplinary action other than suspension may, after twenty-four (24) months of continuous service from the date the disciplinary measure was invoked, request in writing that the Employment File be cleared of any record of the disciplinary action. Such request shall be granted provided the Employment File does not contain any further record of disciplinary action during the twenty-four (24) 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 Employment File. Any period of leave, except vacation, one month in length or greater, shall be excluded from the twenty-four months.

(d) An Employee, who has been subject to a period of paid or unpaid suspension, may after forty-eight (48) months of continuous Service from the date of the suspension request in writing that the Employment File be cleared of any record of suspension. Such request shall be granted provided the Employment File does not contain any further record of disciplinary action during the forty-eight (48) month period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected. Any period of leave, except vacation, one month in length or greater, shall be excluded from the forty-eight (48) months except vacation and pregnancy/parental/adoption leaves.

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 Employment File

Employees shall have access to their employment 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.

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 Where an Employee is required to attend 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 entitled to be accompanied by a Union Representative, provided that this does not result in any undue delay of appropriate action being taken.

23.04 Grievances

Where an Employee alleges that she has been suspended or 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 or suspension, 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.

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 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 **designate** for the area in which the grievance arose accompanied by any proposed settlement of the grievance and any replies at Step 1 and Step 2. The **designate** for the area in which the grievance arose shall reply to the grievance in writing within fifteen (15) days from the date the grievance was submitted to Step 3.

(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 with the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be resolved pursuant to Article 26 and the three (3) steps of Article 25.03 will be deemed to have been exhausted. 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

(c) 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.

(d) Rules of Procedure

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

26.06 Arbitration Award

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

26.07 Arbitration Expenses

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

ARTICLE 27 - JOINT CONSULTATION

27.01 Joint Consultation

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 Reimbursement 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.

ARTICLE 28 – TRAVEL

28.01 Reimbursement for Travel Between 2400 and 0600

An Employee who is required to travel reasonable distances to or 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 28.04 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 kilometrage rate as per Article 28.04 to the above maximum.

28.04 Kilometrage Rate

Effective on the date of signing of this Collective Agreement the kilometrage 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.

28.05 Other Expenses

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

Breakfast	$ 8.00
Lunch	$15.00
Dinner	$20.00
Incidentals	$ 5.00

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

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

(b) Article 28.03(a) does not include meal, accommodations, and other routine Employee expenses normally incurred in the course of the Employee's work day. In the event the Employee's work requires her to be beyond a sixteen (16) kilometer radius of the Employer's premises during the Employee's recognized lunch meal period, the Employee is entitled to the $15.00 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.

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, the Provincial Superannuation Pension Plan or the Canada Pension Plan 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 *Public Services Sustainability (2015) Act*

(c) Notwithstanding Article 29.01, the *Public Services Sustainability (2015) Act* requires the Employer to freeze the years of service used to calculate the amount of the Retirement Allowance, which shall be the years up to March 31, 2015.

(d) Employees will have the option to obtain an early payout of their Retirement Allowance accrued up to March 31, 2015, or receive payout on death or retirement in accordance with the provisions of the collective agreement which applied to them as of March 31, 2015. If employees receive an early payout, the salary used to calculate the amount of the Retirement Allowance shall be the salary at October 31, 2017. Otherwise, the salary will be based on the salary the Employee is receiving at retirement or death. Employees who wish to choose an early payout must opt to do so, in writing to the Employer, no later than one month after the Employer sends them notice of their eligibility for an early payout.

29.03 Applicable Employees

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

29.04 Retiree Benefits

Retired Employees shall receive retiree benefits in accordance with the provisions of the predecessor collective agreement entered into between the Employer and the Union.

ARTICLE 30 - THE PENSIONS

30.01 Coverage of Employees

(d) 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.

(e) Employees not presently covered by a pension plan shall be brought under the terms of the NSHEPP unless altered by mutual agreement of the parties.

ARTICLE 31 - HEALTH AND SAFETY

31.01 Health and Safety Provisions

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

31.02 Occupational Health and Safety Act

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

31.03 Joint Occupational Health and Safety Committee

(a) The Employer shall establish and maintain one (or more) Joint Occupational Health and Safety Committee(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 Protection of Pregnant Employees

A pregnant Employee who works with machinery or equipment which may pose a threat to the health of either the pregnant Employee or her unborn child, may request a job reassignment for that period by forwarding a written request to the Employee's immediate management supervisor along with a satisfactory certificate from a duly qualified medical practitioner justifying the need for such reassignment. Upon receipt of the request, the

Employer, where possible, will reassign the pregnant Employee to an alternate position and/or classification or to alternate duties with the Employer.

31.08 Uniforms and Protective Clothing

(a) Should the Employer determine that uniforms are a requirement, 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

32.01 Joint Committee on Technological Change

(a) Within sixty (60) days of the signing of this Agreement, the parties are to establish a Joint Committee on Technological Change of equal representation of the Union and the Employer for the purpose of maintaining continuing cooperation and consultation on technological change and job security. The committee shall appoint additional representatives as required.

(b) The Joint Committee on Technological Change shall consult as required to discuss matters of concern between the parties related to technological change and circumstances identified in Article 32.07, and 32.13. The parties may agree to consult by telephone.

(c) The Joint Committee on Technological Change shall be responsible for:

(1) defining problems;

(2) developing viable solutions to such problems;

(3) recommending the proposed solution to the employer.

(d) The Employer will provide the Joint Committee on Technological Change with as much notice as reasonably possible of expected redundancies, relocations, re-organizational plans, technological change and proposed contracting out of work.

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

32.02 Definition

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

32.03 Introduction

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

32.04 Notice to Union

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

32.05 Training and Retraining

(a) Where retraining of Employees is necessary, it shall be provided during normal working hours where possible.

(b) Where the Employer determines a need exists, and where operational requirements permit, the Employer shall continue to make available appropriate training programs to enable Employees to perform present and future duties more effectively.

(c) The duration of the training/retraining under this Article shall be determined by the Employer and does not include courses or programs offered by a party other than the Employer.

32.06 Application

For the purposes of this Article "Employee" means a Permanent Employee, or a Casual Employee who, pursuant to Article 38.05 (m), has the rights of a Permanent Employee.

32.07 Union Consultation

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

32.08 Transition Support Program

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

(b) The term of the Transition Support Program may be extended by mutual agreement between the parties.

32.09 Employee Placement Rights

(a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required according to objective tests or standards reflecting the functions of the job concerned, an

Employee whose position has become redundant, shall have the right to be placed in a vacancy in the following manner and sequence:

(1) a position in the Employee's same position classification / classification grouping;

(2) if a vacancy is not available under (1) above, then any bargaining unit position for which the Employee is qualified.

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

(b) An Employee whose position is redundant or who is in receipt of layoff notice and who has not received a payment pursuant to the Transition Support Program ("TSP payment") must accept a placement within the same position classification/classification grouping in accordance with Article 32 provided that the placement is to a position that has the same designated percentage of full-time employment or resign without severance.

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

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

32.10 Volunteers

(a) When the Employer determines after placement pursuant to Article 32.09, there are still redundancies, the Employer shall ask for volunteers from that classification/classification grouping who wish to be offered a TSP payment according to Article 33.

(b) If there are more volunteers than redundancies, then the most senior volunteers shall be offered the TSP payment.

32.11 Insufficient Volunteers

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

32.12 Layoff Notice

(a) If there are remaining redundant Employees after Article 32.10 and 32.11, the Employer shall give layoff notice to the most junior Employee(s) pursuant to Article 32.14 in the classification/classification grouping from which the Employer requested volunteers for the Transition Support Program.

(b) The Employees in receipt of layoff notice shall have the rights of an Employee in receipt of layoff notice pursuant to this Article.

32.13 Layoff

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

32.14 Layoff Procedure

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

32.15 Notice of Layoff

(a) Forty (40) days notice of layoff shall be sent by the Employer to the Union and the Employee(s) who is/are to be laid off, except where a greater period of notice if 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.

32.16 Pay in Lieu of Notice

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

32.17 Displacement Procedure

(a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualification are required, according to objective tests or standards reflecting the functions of the job concerned, an Employee in receipt of layoff notice has, the right to displace another Employee. The Employee to be displaced shall be an Employee with lesser seniority who:

(i) Is the least senior Employee in the displacing Employee's classification / classification grouping who has the same designated percentage of full-time employment; or

(ii) Where no such junior Employee exists, the least senior Employee in any classification / classification grouping who has the same designated percentage of full-time employment in the Bargaining Unit.

(iii) At each of the above steps, the displacing Employee may elect to displace the least senior Employee with a lower designation of full-time employment.

(b) An Employee who chooses to exercise rights in accordance with Article 32.17 may elect at any step, beginning with Article 32.15, to accept layoff and be placed on the recall list or to resign with severance pay in accordance with Article 32.24(g)(ii).

(c) An Employee who is displaced pursuant to Article 32 shall be entitled to:

(i) take the Transition Support Program, or,

(ii) go on the Recall List, or

(iii) subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests or standards reflecting the functions of the job concerned be placed in any vacancy in any bargaining unit.

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

(e) Where an Employee accepts a position in a classification, the maximum salary of which is less than the maximum salary of the Employee's current classification, the Employee shall be paid the salary of the classification of the Employee's new position.

32.18 Recall Procedures

(a) Employees who are laid off shall be placed on a Recall List. Laid off Employees shall fill out the Laid Off Employee availability form in Appendix 2.

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

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

(d) An Employee entitled to recall shall return to the services of the Employer within two (2) weeks of notice of recall, unless on reasonable grounds she is unable to do so. An Employee who has been given notice of recall may refuse to exercise such right without prejudicing the right of any future recall. However, an Employee's refusal to accept recall to her same position classification title or position classification title series at the time of layoff will not result in loss of recall rights in the case of recall for occasional work or for employment of short duration of time during which she is employed elsewhere.

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

32.19 Termination of Recall Rights

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

32.20 Loss of Seniority

An Employee shall lose seniority and shall be deemed to have terminated her Bargaining Unit position in the event that:

(a) the Employee is discharged for just cause and not reinstated;

(b) the Employee resigns;

(c) the Employee is laid off for more than twenty-four (24) consecutive months without recall; or

(d) the Employee has been employed in a position excluded from any bargaining unit for a period in excess of eighteen (18) months.

32.21 No New Employees

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

32.22 Transition Support Program

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

32.23 Layoff Exception

Notwithstanding 32.24 (Contracting Out), an Employee who has 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.

32.24 Contracting Out

(a) **Notice**

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

(b) **Employer Disclosure**

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

(c) **Union Response**

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

(d) **Employer Response**

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

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

(e) **Hiring Preference**

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

(i) required bidders to give employees a preference in hiring for job opportunities that will arise if they are successful in their bid;

(ii) met with the Union to give the Union an opportunity to put forward its views on how the Employee can try to obtain employment with the Contractor; and,

(iii) met with the successful bidder and sought to make it a term of the contract with the Contractor that the Contractor must:

(1) interview employees for job opportunities available with the Contractor to perform the contracted out work;

(2) where the hiring to perform the contracted out work is subject to appropriate skills testing, offer to test employees;

(3) extend job offers to employees who are qualified for available job opportunities with the Contractor to perform contracted out work; and

(4) where there are more qualified employees than the Contractor has opportunities due to the contracted out work, to extend job offers on the basis of seniority.

(f) **TSP Payment Offers**

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

(ii) The Employer will offer a TSP payment to the agreed upon classification(s) / classification groupings. In any event, the classification grouping shall include, as a minimum, the classification(s) of the Employees affected in the work area by the contracting out of services.

(g) **Placement Procedure**

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

(ii) Where the Employee refuses a placement, the salary of which is at least ninety percent (90%) 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 (1) month's pay if she has been employed for three (3) years, but less than ten (10) years;

Two (2) month's pay if she has been employed for ten (10) years, but less than fifteen (15) years;

Three (3) months' pay if she has been employed for fifteen (15) years, but less than twenty (20) years.

Four (4) months' pay if she has been employed for twenty (20) years, but less than twenty-five (25) years;

Five (5) months' pay if she has been employed for twenty-five (25) years, but less than thirty (30) years;

Six (6) months' pay if she has been employed for thirty (30) or more years.

(2) The amount of severance pay provided herein shall be calculated by the formula:

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

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

(h) **Second TSP Payment Offer**

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

(i) **Further TSP Payment Offers**

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

ARTICLE 33 – TRANSITION SUPPORT PROGRAM

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

1.1 Voluntary Resignation and Seniority

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

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

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

1.2 Joint Committee on Technological Change

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

(i) to determine the classifications within a bargaining unit that are able to be considered a classification group for the purposes of this Program. A classification group may only include the Classifications requiring the same threshold qualifications and abilities. Where there are different requirements in a classification such as license, registration, certification, special skills or supervisory responsibilities, the classifications would not normally be grouped.

(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 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 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 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 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: Nova Scotia Health Authority and Izaak Walton Killam Health Centre. 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 B shall form part of this Agreement.

(b) The following general wage increases shall be implemented for each of the classifications in the Health Administrative Professional Bargaining Unit during the term of this collective agreement:

viii. Increase of 1% to all rates on November 1, 2016;
ix. Increase of 1.5% to all rates on November 1, 2017;
x. Increase of 0.5% to all rates on October 31, 2018;
xi. Increase of 1.5% to all rates on November 1, 2018;
xii. Increase of 0.5% to all rates on October 31, 2019;
xiii. Increase of 1.5% to all rates on November 1, 2019;
xiv. Increase of 0.5% to all rates on October 31, 2020.

34.02 Rate of Pay Upon Appointment

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

34.03 Exception

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

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

34.04 Rate of Pay Upon Promotion

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

34.05 Exception

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

34.06 Rate of Pay Upon Demotion

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

34.07 Anniversary Date

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

(a) the Employee is reclassified, at which time the date of the reclassification becomes her new anniversary date;

(b) the Employee has been on leave of absence without pay, in which case the Employee's anniversary date will be moved forward by the amount of time which the Employee was on leave without pay, unless otherwise provided in this Agreement.

34.08 Rate of Pay Upon Reclassification

Where an Employee is recommended for a reclassification which falls on her anniversary date the Employee's salary shall be adjusted first by the implementation of her annual increment, provided she is recommended and an increment is available in her present pay range, and on the same date her salary shall be adjusted upward to comply with the provisions of Articles 34.04 and 34.05. ~~34.05 and 34.06.~~

34.09 Salary Increments

The Employer, except as provided for in Article 34.08 may grant an increment for meritorious service after an Employee has served for a period of twelve months following the first day of the month established in Article 34.07 or twelve (12) months following the date of a change in her rate of compensation as established in Articles 34.03, 34.04, or 34.06.

34.10 Notice of Withheld Increment

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

34.11 Granting of Withheld Increment

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

34.12 Acting Pay

(a) Where an Employee is designated to perform for a temporary period of three (3) or more consecutive days, the principal duties of a higher position, she 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.

(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

For all hours worked, including overtime hours worked, on shifts where half or more of the hours are regularly scheduled between 6:00 p.m. and 6:00 a.m., Employees shall continue to receive the hourly shift premium rate they received prior to the effective date of this Agreement, subject to the following increases:

(a) Increase of fifteen (15) cents ($0.15) effective the date of this Agreement;

(b) Increase of fifteen (15) cents ($0.15) effective August 1, 2019;

(c) Increase of twenty (20) cents ($0.20) effective October 31, 2020.

34.14 Week-end Premium

For all hours worked between the hours of 0001 Saturday and 0700 Monday, Employees shall continue to receive the hourly week-end premium rate they received prior to the effective date of this Agreement, subject to the following increases:

(a) Increase of fifteen (15) cents ($0.15) effective the date of this Agreement;

(b) Increase of fifteen (15) cents ($0.15) effective August 1, 2019;

(c) Increase of twenty (20) cents ($0.20) effective October 31, 2020.

34.15 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 seventy cents ($0.70) 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.)

(b) Where an Employee is designated as Team Leader or where during the on duty hours of the supervisor an Employee is designated "in charge", that Employee shall receive pay equivalent to six (6) per cent higher than her existing rate of pay.

ARTICLE 35 - REASSIGNMENT

35.01 Circumstances

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

35.02 (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. The Employer may only temporarily re-assign an Employee within the Reassignment Area.

(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.

(g) Unless mutually agreed otherwise between the Employer and the Employee, any travel time required as a result of a reassignment shall occur during the Employee's regular work hours.

(ii) Short Notice Reassignment

In circumstances where the Employer is required to reassign Employees on short notice, in accordance with 35.01, the following process with 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) 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 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.

35.07 Voluntary Reassignment outside Reassignment Area

Notwithstanding Article 35.02(i)(e), an Employee may volunteer to accept a reassignment outside the Reassignment Area. In that event, the Employer must consult with the relevant union(s) and advise the Employee of the length of time of the reassignment and cover those expenses identified in Article 35.02(i)(f) and other travel expenses pursuant to the applicable travel policy. Any extension or change in the reassignment must be agreed to by the Employee with further consultation with the union(s).

35.08 Reassignment Area

For the purposes of the Article, "Reassignment Area" means, for an Employee whose worksite is within Halifax Regional Municipality, a driving distance of fifty (50) km from the Employee's worksite, and for all other Employees, a driving distance of seventy-five (75) km from the Employee's worksite.

ARTICLE 36 - EMPLOYER'S LIABILITY

36.01 Employer's Liability

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

a) all Employees who are witnesses or potential witnesses in any legal action which is based on a claim that a patient suffered harm as a result of negligent treatment received at the Izaak Walton Killam Health Centre; and

b) Employees who are named parties (defendants) in legal action based on a claim that a patient suffered harm as a result of negligent treatment received

at the Izaak Walton Killam Health Centre, so long as the Employee was acting without criminal intent and within the scope of her duties.

ARTICLE 37 - CASUAL EMPLOYEES

37.01 Application of the Collective Agreement

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

37.02 Exceptions

The articles not applicable to Casual Employees, except as provided in Article 38, are:

(a) Service (Article 1.02)

(b) Time off for Union Business (Article 13)

(c) Appointment (Article 9)

(d) Hours of Work (Article 14)

(e) Overtime (Article 15)

(f) Vacations (Article 17)

(g) Holidays (Article 18)

(h) Leaves (Article 19)

(i) Sick Leave (Article 21)

(j) Pensions (Article 30)

(k) Group Insurance (Article 20)

(l) Long Term Disability (Article 21.06)

(m) Retirement Allowance (Article 29)

(n) Job Security (Article 32)

(o) Part-Time Employees (Article 39)

(p) 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 ten (10) months, whichever is greater.

(b) The Employer shall, after the Employee has served as a casual on a probationary basis for the period indicated in Article 37.04 (a), confirm the appointment.

(c) 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.

(c) The Employer shall notify the Union when a probationary Casual Employee is terminated.

37.06 Assignment of Casual Employees

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

37.07 Pay in Lieu of Benefits

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

37.08 Overtime

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

37.09 Holiday Pay

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

37.10 Overtime on a Holiday

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

37.11 Leaves

(c) A Casual Employee filling Relief Assignments shall be entitled to the following leaves:

(i) Bereavement Leave (Article 19.02);

(ii) Selection/Promotion Process Leave (Article 19.05);

(iii) Pregnancy Leave (Article 19.06(a) to (n)) but without Pregnancy Allowance (Article 19.06(o));

(iv) Leave for Birth of Child (Article 19.09);

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

37.12 Rate of Pay upon Appointment

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

37.13 Exception to Rate of Pay

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

37.14 Pay Increments

A newly hired Casual Employee's date of employment shall be the date first worked as a Casual Employee.

(i) Casual Employees who have worked one thousand one hundred sixty five (1165) regular hours or more within the following twelve (12) calendar month period(s) shall be recognized for an additional year of service on the increment scale.

(ii) Casual Employees who have worked less than one thousand one hundred sixty five (1165) regular hours within the following twelve (12) calendar month period(s) shall be recognized for an additional year of service on the increment scale on the day when one thousand one hundred sixty five (1165) hours are achieved. This revised date shall become the Casual Employee's current casual increment date.

(iii) Casual Employees cannot advance more than one increment level in any twelve (12) month period.

(iv) Should a Casual Employee become a Permanent Employee, the new date of employment shall be the date of appointment to the Permanent position.

37.15 No Avoidance

A Casual Employee shall not be used for the purpose of avoiding filling permanent vacancies.

37.16 Termination of Employment Relationship

A Casual Employee who has not been called to report for work, or who has been unavailable for work for nine (9) months, notwithstanding Article 38.03 (c), shall cease to be an Employee. A Casual Employee who refuses to accept an offered shift of three (3) hours or less shall not be deemed to have been unavailable to work that shift.

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

38.01 Casual Availability List

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

38.02 Employee(s) on Recall List

Notwithstanding any provision of this Article, all available casual work shall be first offered to an Employee who has recall rights provided she possesses the necessary qualifications, skills, and abilities, as determined by the Employer, reflecting the functions of the job concerned. An Employee on the Recall List may instruct the Employer to remove

her name from a Work Area Specific Casual List at the time of layoff notice or any time during the recall period as specified in Article 32.

38.03 Work Area Specific Casual Lists

(a) The Casual Availability List shall be broken down into Work Area Specific Casual Lists.

(b) Provided an Employee possesses the necessary qualifications, skills, and abilities reflecting the functions of the job concerned, as determined by the Employer, an Employee as specified in Article 38.01 may have her name placed on a Work Area Specific Casual List. Such Employee may also have her name placed on other Work Area Specific Casual Lists in accordance with (e) and (f) below.

(c) An Employee on a Work Area Specific Casual List is not obliged to accept an assignment when offered. However, if an Employee is consistently unavailable when called for work on a unit, she shall be struck from that Unit Specific Casual List unless the Employee has notified the Employer that she shall be unavailable for work for a specific period of time or if the offered shifts that were declined were of three (3) hours or less.

(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) 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;

(f) **Permanent Part-time Employees**

(i) A Permanent Part-time Employee may place her name on the Work Area Specific Casual List of her work area if she wishes to be offered casual work. Such Employee must indicate whether she wants to be offered short assignments and/or extra shifts and/or relief shift assignments.

(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.

(g) **Casual Employees**

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

(h) 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.

(i) 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 Part-Time and Casual Employee's Extra Shifts

(a) All Part-time and Casual Employees shall indicate to the Immediate Management Supervisor (on the Part-Time Employee Availability Form (Appendix 3) 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.

(b) A Permanent Part-time Employee on the Work Area Specific Casual List 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 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 Part-time Employees, as set out above, the Employer may offer the extra shift(s) to Casual Employees.

(c) A Part-time and Casual 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.

38.05 Long Assignments

(a) A Long Assignment is non-permanent work of a duration greater than six (6) months and shall be used for the purpose of filling vacancies temporarily vacated as a result of long term disability, job-share arrangements, Workers' Compensation leave, and approved leaves of greater than six months; and for staffing special projects.

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

(c) Where the Long Assignment is being used to temporarily replace an Employee on a pregnancy-related absence for a continuous period in excess of six (6) 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 38.07. An Employee on such long assignment shall in all other respects be treated as an Employee on Long Assignment.

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

(e) A Casual Employee who accepts a Long Assignment shall receive fifteen (15) days paid vacation leave pro-rated for the designation and the duration of her assignment.

(f) Notwithstanding Article 37.02, a Casual Employee who accepts a Long Assignment shall only be excluded from the following benefits:

(i) Vacation (Article 17)

(ii) Pregnancy Leave Allowance (Article 19.06(n))

(iii) Adoption Leave Allowance (Article 19.08(i))

(iv) Prepaid Leave (Article 19.15 and 44)

(v) Leave of Absence for Political Office (Article 19.16)

(vi) Military Leave (Article 19.17)

(vii) Education Leave (Article 19.18)

(viii) Retirement Allowance (Article 29)

(ix) Job Security (Article 32)

(x) Job Sharing (Article 40)

(g) All benefits enjoyed by a Casual Employee in a Long Assignment shall be pro-rated, if appropriate, for the designation and duration of the Assignment.

(h) A Casual Employee who accepts a Long Assignment shall be entitled to:

(i) Group Insurance (Article 20), Medical Benefits, and at the casual Employee's option, Pension (Article 30) so long as the Employee meets the eligibility requirements of the applicable plan, 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) so long as the Employee meets the eligibility requirements of the applicable plan, if the designation is full time;

(iii) Effective July 1, 1999, Article 38.05 (h)(ii) shall apply to all casuals who accept a Long Assignment of .4FTE or greater.

(i) A Casual Employee who accepts a Long Assignment will be scheduled in accordance with Article 14 of this Agreement.

(j) Overtime shall be granted in accordance with Article 15 or Article 39, whichever is applicable to the Assignment.

(k) When the Long Assignment ends, a Permanent Employee shall return to her former position, or if that position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

(l) When a Long Assignment ends, a Casual Employee shall return to the Work Area Specific Casual List(s).

(m) If a Long Assignment or consecutive Long Assignment(s) extends beyond four (4) years, a Casual Employee in such Assignment(s) shall receive all benefits a Permanent Employee would receive.

38.06 Relief Shift Assignments

(a) A Relief Shift Assignment becomes available after a shift schedule has been posted and does not exceed one (1) month. A Relief Shift 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) shifts.

(b) An Employee offered Relief Shift Assignment is not required to accept the Assignment.

(c) Accepting a Relief Shift Assignment shall not increase the designation of a Permanent Part-time Employee.

(d) An Employer is not required to offer a Relief Shift Assignment to an employee who has indicated in advance to the Employer that they are not available for the Relief Shift Assignment.

38.07 Short Assignments

(a) A Short Assignment is non-permanent work of a duration of greater than one month but not exceeding six (6) 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 38.07 (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, Leave of Absence for Political Office, Prepaid Leave, Military Leave, Education Leave (Articles 19.06(n), 19.08(i), 19.15, 19.16 and 19.17);

(iv) Sick Leave

(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).

38.08 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.

38.09 Cancellation of Relief Shift Assignment

An Employee accepting a Relief Shift may have that shift cancelled with three (3) hours notice if there is no longer a requirement for the Relief Shift. If less than three (3) hours notice is given for a cancelled relief shift, the Casual or Part-time Employee shall be provided with work for the cancelled relief shift.

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 38.11(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

(b) Subject to paragraph (b), an Employee who accepts a Long or Short Assignment cannot commence another such assignment until the Employee's existing assignment is completed.

(b) The restriction above in paragraph (a) will not apply in cases where a subsequent assignment arises in the same classification and where the Employee would not require additional training or orientation to perform the duties of the subsequent assignment.

38.14 Casuals Placed in Assignments

(c) 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.

(d) A Casual Employee on a part-time assignment shall be restricted in accordance with Article 38.03(f)(i) and (ii).

38.15 Overtime Restrictions

The Employer is not obliged to offer extra or relief shifts to an Employee when she becomes eligible for overtime compensation.

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.

(c) Although not "hours worked" as applicable in this Article, when a Part-time Employees works an extra shift or relief shift assignment, she shall receive an additional amount over and above her current rate of pay in lieu of benefits.

(d) Part-time Employees who accrue sick leave credits shall receive an additional eleven percent (11%) over and above her current rate of pay in lieu of benefits for an extra shift or a relief shift assignment. In addition, she shall accrue sick leave credits for the extra shift or relief shift assignment.

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

Service of a Part-time Employee shall be in accordance with Art. 1.02

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.

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 **15** 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 18 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 **30** 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 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.

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 42 - CLASSIFICATION & RECLASSIFICATION

42.01 Classification and Salary Adjustments

(a) When a new classification or a classification is introduced or when an existing classification has been substantially altered during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer may implement a new classification and attach a salary to it, providing that the Union is given ten (10) days written notice in advance.

(b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification, the Union may refer the matter to a single Arbitrator who shall determine the new rate of pay.

(c) The new rate of pay shall be effective from the date the Employee commenced employment in the new position or from the date the Employee submitted to the Employer a written request based on substantial alteration pursuant to Article 42.01.

42.02 Classification Appeal Procedure

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

(a) If an Employee believes that the position she occupies is improperly classified, she shall notify her immediate management supervisor, in writing, of 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 may be referred to Arbitration in accordance with Article 26.

(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 42.02(c).

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

(a) The Prepaid Leave Plan is established to afford employees the opportunity of taking a self-funded leave of absence not to exceed twelve (12) months.

(b) When a leave of absence is taken for the purpose of permitting the full-time attendance of the Employee at a designated educational institution (within the meaning of subsection 118.6 (i) of the *Income Tax Act*), the leave shall not be for less than three (3) consecutive months and in any other case not less than six (6) consecutive months.

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 (1) year.

(b) On return from leave, the Employee will be assigned to her/his same position or, if such position no longer exists, the Employee will be governed by the appropriate provisions of this Agreement.

(c) After the leave, the Employee is required to return to regular employment with the Employer for a period that is not less than the period of the leave.

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 leave, any benefits related to salary level shall be structured according to the salary the Employee would have received had she not been enrolled in the Plan.

(b) An Employee's benefits will be maintained by the employer during her leave of absence; however, the premium costs of all such benefits shall be paid by the Employee during the leave.

(c) While on leave, any benefits related to salary level shall be structured according to the salary the Employee would have received in the year prior to taking the leave had she not been enrolled in the Plan.

(d) Pension deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.

(e) Pension deductions shall be made on the salary the Employee would have received had she not entered the Plan or gone on leave.

(f) Sick leave and vacation credits will not be earned during the period of leave nor will sick leave be available during such period.

44.08 Withdrawal

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

(b) In the event of withdrawal the Employee shall be paid a lump sum adjustment equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible within sixty (60) calendar days of withdrawal from the Plan.

(c) An Employee who is laid off during the deferral period will be required to withdraw from the Plan.

(d) Should an Employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the Employee's estate as soon as possible within two (2) bi-weekly pay periods upon notice to the Employer.

44.09 Written Contract

(a) All Employees will be required to sign the approved contract before enrolling in the Plan. The contract will set out all other terms of the Plan in accordance with the provisions set out herein.

(b) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of leave may be amended by mutual agreement between the Employee and Employer.

ARTICLE 45 - TERM OF AGREEMENT

45.01 Term of Agreement

This Agreement shall be in effect for a term beginning from November 1, 2014 and ending October 31, 2020. After October 31, 2020, this Agreement shall be automatically renewed for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days prior to the expiration of this Agreement or any renewal thereof. Wages increases and adjustments are retroactive to November 1, 2014. All other Articles of this Agreement, unless otherwise specified, are effective in accordance with the Award of Arbitrator Kaplan.

45.02 Eligibility for Retroactive Pay

All persons who are Employees as of May 18, 2018 are eligible for retroactive pay under Article 45.01, including those on approved leave and retirees.

45.03 Retroactivity

Members of the Bargaining Unit who have resigned or retired since October 31, 2014 will have thirty (30) days from the date the Agreement is finalized to apply in writing for the retroactive wage increase. This shall not preclude a member upon resignation or retirement from presenting a letter of request to Human Resources on the final day of employment.

APPENDIX “A” LIST OF CLASSIFICATIONS

APPENDIX “B” PAY PLAN

APPENDIX 1
EXPEDITED ARBITRATION - RULES OF PROCEDURE

6. A single arbitrator shall be appointed to decide the grievance.

7. The following persons shall serve as a panel of single arbitrators:

   Susan Ashley

   Bill Kydd

   Eric Slone

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

8. The arbitrators shall be appointed on a rotating basis, in the sequence in which their names appear on the above list.

9. 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.

10. 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.

9. 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.

10. 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.

11. 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
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 Permanent 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 Permanent Position, I am interested in working additional shifts (which may include a Short or Long Assignment, 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 Article 38.

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 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 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

_____ _____

Employer Date

APPENDIX 3
IWK
PART-TIME EMPLOYEES AND CASUAL EMPLOYEES - AVAILABILITY FORM

Health Care, Health Support & Health Administrative Professional Bargaining Units

(Please provide a copy of this form to all Units/Depts/Programs noted below)

Name: _____ Home Unit/Dept/Program: _____

Position: _____Manager: _____ Site: _____

Other Units/Depts/Programs where I hold a permanent or casual position in this bargaining unit:

Unit/Dept/Program	Manager	Position	Status (casual or permanent)

Current designated full-time equivalency (FTE) for all permanent positions held within this bargaining unit: _____ (_____ hours bi-weekly)

Article 38.04 requires each Permanent Part-Time and Casual Employee to indicate his/her availability and willingness to perform **extra shifts** (shifts which are available prior to the posting of the schedule) for the Employer. **Please complete the following and enter the number of additional hours where applicable.**

Availability for Extra Shifts:

A. _____ I am willing and available to work _____additional scheduled hours (extra shifts) per pay period in my department or work area. *Leave blank if not available.*

Total Regular scheduled Hours plus Available Hours = _____ (not to exceed 70/75 hours, based on the regular full-time hours of all permanent positions held within this bargaining unit).

Availability for Relief Shifts:

B._____ I am willing and available for relief shifts (shifts which become available after the schedule has been posted). *Leave blank if not available.*

If you are interested in working relief shifts but have restrictions on your availability, please discuss these restrictions with your Manager who will determine whether the Employer can accommodate these restrictions.

In the box below, indicate your availability to be scheduled/called for extra/relief shifts *(if your department uses Kronos for scheduling, you must provide your availability in Kronos, not in the table below)*:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Day							
Evening							
Night							

I am not available the following specific date(s):

Employees are permitted to submit a revised Availability Form quarterly in accordance with Article 38.04 or more often where mutually agreed with the Employer. Such agreement shall not be unreasonably withheld. Changes to availability will not be abused.

I understand my Employer can assign me to work the hours set out in Section A at straight time rates except where overtime is required as per Article 39.08. My Employer can also offer me Relief Shifts after the schedule has been posted under Section B.

_____ _____
Employee Date

_____ _____
Employer per Date

Revised December 2018

MEMORANDUM OF AGREEMENT #1

NON-BINDING ARBITRATION

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 #2
UNIT CLOSURES

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

1. take vacation during the period in question; or

2. use lieu time which has been banked in accordance with Articles 15.0**8** (Overtime), 18.05 or 18.06 (Holidays); or

3. to be reassigned to other work within the Employee's classification, provided that the employer has determined that such work is available and no additional training will be required; or

4. take a leave of absence without pay for the full period or any part thereof; or

5. where the Employer determines that it is operationally feasible it may enter into arrangements with individual Employees which allows such Employees, in advance of a closure, to work beyond the normal working hours (without overtime) and to be credited with additional time, on an hour for hour basis, which must be drawn upon and completely used prior to the end of the fiscal year.

It is understood that the provisions of Article 32 shall apply where closures are in excess of two weeks.

MEMORANDUM OF AGREEMENT #3
MARKET-BASED ADJUSTMENTS

BETWEEN:

ISAAK WALTON KILLAM HEALTH CENTRE

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS

(The Unions)

This MOA affects all Unionised Employees at the IWK.

1. Where the Employer determines that, due to shortages within the labour market, a recruitment and/or retention problem exists with respect to a particular classification or group of classifications within the Bargaining Unit, the following procedure will be utilized:

   (a) the Employer will consult with the Union**s** regarding the situation and provide the Union**s** with information supporting its conclusion that such a market problem does exist, along with its position in relation to the amount and the time period for any proposed supplement to the wage level; and

   (b) the Union**s** 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.

3. 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.

5. 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 by the affected constituent Union in relation to any time off for union business.

9. The market-based adjustment shall be used in calculation of any retirement allowance to which an Employee becomes entitled while the adjustment is in effect.

10. For Casual Employees the market-based adjustment will be paid at the rate of two shifts per week. A quarterly review of time actually worked (excluding overtime) will be undertaken and any shifts worked beyond those previously remunerated would then have market-based adjustment applied to them.

11. For Part-time Employees, the market-based adjustment will be paid based on their designation and their regularly scheduled shifts. Any extra shifts beyond the part-time FTE designation, excluding overtime hours, will be reviewed quarterly and paid on the same basis as the casual worker.

12. The 11% in lieu of benefits that is paid to casuals shall be calculated on the base pay plus market-based adjustment.

13. The existence of the market-based adjustment does not prevent the union**s** from negotiating increases in compensation and benefits in accordance with the collective agreement. Nor does the existence of the market-based adjustment prevent the union**s** 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 by the Employer.

MEMORANDUM OF AGREEMENT #4
QUARTERLY VACATION

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 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 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.

MEMORANDUM OF AGREEMENT #5
RE: RETENTION INCENTIVE

BETWEEN:

IZAAK WALTON KILLAM HEALTH CENTRE (The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF

HEALTH ADMINISTRATIVE PROFESSIONALS UNIONS

(The Unions)

WHEREAS certain classifications were transferred into the bargaining unit as a result of the award of Arbitrator James Dorsey dated February 19, 2015;

AND WHEREAS some of these transferred classifications were entitled to receive a retention incentive pursuant to the terms of previously applicable collective agreements;

NOW THEREFORE it is ordered:

1. The classifications listed in Schedule "A" were transferred into the Nova Scotia Council of Health Administrative Professional bargaining unit through Arbitrator James Dorsey decision dated February 19, 2015:

2. All present incumbents in any of the above noted classifications as of the date of this Award shall be entitled to receive a salary increment of 3.5% greater than the highest rate in effect for the applicable classification upon completion of twenty-five years of service with the Employer, provided they continue in the same classification, or move to another classification as a result of a reorganization or amalgamation of classifications.

3. For greater clarity, the entitlement to a retention incentive shall not be extended to any persons not occupying a classification transferred to the Health Administrative Professional bargaining unit through the Dorsey Arbitration decision.

4. Should an employee occupying a classification that was transferred to the Health Administrative Professional bargaining unit through the Dorsey Arbitration decision voluntarily move to another classification that was not part of the Dorsey transfer decision, they shall not be entitled to the retention incentive.

SCHEDULE A

Pay Grade	Classification
GE 95	Health Records Technician-in-Training
GE 057	A / V Library Technician
GE 056	Library Assistant
GE 92	Clinical Data Coordinator
GE 044	Health Records Technician
GE 105	Data Integrity Auditor
GE 085	Coordinator Funding Remedial Seating
GE 11	Health Records Administrator

The List of Classifications shall not be deemed to be exclusive and shall automatically be amended to include any classification(s) existing as of the date of the Collective Agreement, November 18, 2018, that the parties agree has been missed through error or omission.

MEMORANDUM OF AGREEMENT #6
Establishing a Single Group Insurance Plan for All Employees of the NSHA and IWK

WHEREAS as of the effective date of their collective agreements the NSHA and IWK (the "Employers") together provide three different Group Insurance plans for their Employees;

AND WHEREAS the parties have agreed that it is mutually beneficial to move all Employees to a single Group Insurance plan;

AND WHEREAS the parties have agreed that the Provincial Group Benefits Committee (the "Committee") should review all of the Group Insurance plans currently in place, and make a recommendation to the Employers as to which Group Insurance Plan will be adopted for all Employees;

NOW THEREFORE the parties agree as follows:

9. The Committee will review all current Group Insurance plans provided by the Employers, with the aim of making a recommendation to the Employers as to which single plan will be adopted going forward for all Employees.

10. The parties agree that the adoption of a single plan must be cost-neutral.

11. The Committee may hire a third party consultant in order to assist with its review, the costs of which will be borne by the Employers.

12. The Committee's recommendation will be made to the Employers within one (1) year of the effective date of this collective agreement.

13. The Employers will move all Employees into a single Group Insurance plan within one (1) year of receiving the Committee's recommendation.

14. Until there is a new single Group Insurance plan covering all Employees in the unit, the existing Group Insurance plans will remain in place, including current governance structures.

15. Any time limits provided in this MOA may be adjusted on mutual consent of the Employers and the Council.

16. The parties agree that Arbitrator Kaplan retains jurisdiction to resolve any disputes arising out of the resolution of this MOA.

MEMORANDUM OF AGREEMENT #7
LEGACY CARRY-OVER BANKS

2. Notwithstanding Articles 17.08, 17.09 & 17.10, Employees who have, as of the date this Collective Agreement is finalized, carried over vacation banks (not including the twenty (20) days permitted to be accumulated pursuant to Article 17.09) ("Legacy Carry-over Banks") will retain their Legacy Carry-over Banks until April 1, 2024, after which any vacation from their Legacy Carry-over Banks that has not been used will be paid out.

2. For the purposes of this MOA, "Legacy Carry-Over Banks" includes all vacation credits earned but not taken under past terms and conditions of employment and collective agreements with any of the predecessor Employers.

MEMORANDUM OF AGREEMENT #8
SICK LEAVE CONVERSION

This Memorandum of Agreement applies to Employees transferring between positions within NSHA and between NSHA and IWK.

A. Employees transferring from accrued sick leave to STI

An Employee with a position in a location where they accumulate credits for sick leave with pay who accepts a position in a location where general leave and short-term illness benefits are provided shall be entitled to maintain twenty five percent (25%) of their accumulated sick leave bank; Employees who have sick leave credits in their banks can utilize them for the following purposes:

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 leave bank is exhausted. The Employee's sick bank shall be reduced by one day for each day of entitlement under this section.

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 percent (25%) of the day shall be deducted from the sick bank for each twenty five percent (25%) "top up".

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 net pre-accident earnings shall be deducted from the sick bank for each day of the supplement.

B. Employees transferring from STI to accrued sick leave

An Employee with a position where general leave and short-term illness benefits are provided who accepts a position in a location where they accumulate credits for sick leave with pay shall be credited with a sick leave bank of 11.25 hours for each 162.5 regular hours paid in the 8 years before the effective date of accepting the new position less all hours that the Employee has received general leave for illness or injury or short-term illness benefits during the 8 years before the effective date of accepting the new position.

C. Employees transferring from PH/AS/CC (former DHAs 1 – 8) STI to former CDHA STI

An Employee with a position in Public Health, Addiction Services and Continuing Care (PH/AS/CC) in former DHAs 1 through 8 where general leave and short-term illness benefits are provided who accepts a position in the former CDHA where general leave and short-term illness benefits are provided shall be entitled to a sick leave bank of five days or, if the Employee has been employed in their PH/AS/CC position for more than one year at the time she accepts the position in the former CDHA, a sick leave bank of ten days, to be used for the following purposes for a period of twelve months from the date of transfer:

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 leave bank is exhausted. The Employee's sick bank shall be reduced by one day for each day of entitlement under this section.

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 percent (25%) of the day shall be deducted from the sick bank for each twenty five percent (25%) "top up".

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 net pre-accident earnings shall be deducted from the sick bank for each day of the supplement.

MEMORANDUM OF AGREEMENT #9
Pay Plan Transition

WHEREAS the parties have agreed that previous Health Care wage parity exercises have been completed in the past;

AND WHEREAS the parties wish to create a transitional agreement with a focused mandate to agree upon the matching already completed by the employers;

AND WHEREAS the parties intend that this MOA will expire once the process is completed;

NOW THEREFORE the parties agree as follows:

13. The parties will establish a Pay Plan Transition Committee, composed of four representatives each of the Council and the Employers, to review and match all current health administrative professional bargaining unit classifications to classifications at the former Capital District Health Authority, NSGEU Local 1246, bargaining unit. A representative of HANS will also participate on the Committee on a non-voting, ex-officio basis, and will act as Chair of the committee.

14. For the purposes of determining the correct pay rate for all classifications, the pay rate for all matched classifications shall be the OFF number for the matched classifications at the former CDHA.

15. Except where the parties agree otherwise, the parties shall not use the pay rate of PIO'ed classifications at the former CDHA and shall exclude any market or any other special adjustments currently in place in determining the OFF number and pay rate in paragraph 2, above.

16. For individual Employees whose positions are matched to classifications at the former CDHA:

    a. where the matched position at the former CDHA has a higher pay rate, the Employee shall be placed at the next higher rate of pay on the pay range of the CDHA classification as increased by the applicable pay increases in the Collective Agreement or the minimum rate of the matched CDHA classification as likewise increased, whichever is greater; or

    b. where the matched position at the former CDHA has a lower pay rate, the Employee shall be granted present incumbent only pay protection and shall progress on the pay range of their previous classification as adjusted by general economic pay increases so long as the incumbent remains in their current position.

17. Unless the parties mutually agree on an alternate dispute resolution mechanism, all disputes regarding whether a position is appropriately matched to a position at the former CDHA shall be referred for resolution to a single arbitrator in accordance with Article 26 of the Collective Agreement.

18. An arbitrator hearing a dispute pursuant to paragraph 5 above shall have the jurisdiction to match the position to a former CDHA position, or determine that there is no match to the position at the former CDHA.

19. In determining whether a position is matched to a former CDHA position, the arbitrator shall consider the factors prescribed by the Aiken (Watson Wyatt) job evaluation system.

20. The arbitrator shall have no jurisdiction to assign a rate of pay for any position.

21. In the event that the parties agree, or an arbitrator determines, that there is no match for a position at the former CDHA, and the position has not been evaluated by the Aiken (Watson Wyatt) job evaluation system:

    a. For the NSHA, the position shall be reviewed pursuant to Article 42 of the Collective Agreement;
    b. For the IWK, the position will maintain its existing rate of pay.

22. Within sixty (60) days from the signing of the Collective Agreement, the Committee will convene to discuss the review process and determine a timeline for completion of the pay plan transition.

23. Implementation of the reconciled pay plans will occur immediately following completion of the matching exercise, which includes completion of any arbitration arising under paragraph 5. Any rate of pay changes shall be made effective the date Arbitrator Kaplan issues an award.

24. This Memorandum of Agreement will expire immediately upon completion of the matching exercise, inclusive of any arbitration arising under paragraph 5.

MEMORANDUM OF AGREEMENT #10
Health Record Technician Work-at-Home Program

The Employer and the Union agree that the Employees covered under this memorandum of agreement are subject to the collective agreement between the IWK Health Centre and the Nova Scotia Government and General Employees Union (Health Care Bargaining Unit). Should a provision within this agreement be contradictory, the collective agreement will prevail.

For the purposes of governing the Health Record Technician Work-At-Home Program, the parties agree as follows:

1. An Employee employed in the Health Record Technician classification shall be part of the Work-At-Home arrangement.

2. The Employer will arrange for approved IT hardware (personal computer, including monitor), required software (for hospital use only), PC set up, telecommunications connection (monthly high speed internet charges including the first installation fee), one(1) set of headphones, one (1) power bar, and maintenance of all Employer provided equipment. All such equipment shall remain the property of the IWK Health Centre. The employee will use the IWK computer equipment exclusively for the IWK work related purposes. The Employer will assume responsibility for replacing equipment that becomes defective during the course of normal work.

3. The Employee will arrange and pay for a designated work area where confidentiality can be ensured, desk and chair that is ergonomically acceptable for the employee, renovations required to meet the designated work space requirements, child, elder and other family care arrangements, as applicable, during scheduled work hours. In situations where it is not possible to ensure privacy within the employee's current living conditions, the Employer will provide a privacy screen at no cost to the employee.

4. Employees are responsible for obtaining their own personal tax advice. The Employee will add the Health Centre provided equipment to their household insurance and provide the insurer with a list of the equipment, the value of the equipment and ask that the IWK Health Centre be put on their insurance as an 'additional insured with respect to this equipment only'. Proof of addition to home insurance will be required to the Employer. Upon request, the employee will be provided with a Revenue Canada form ***T2200 Declaration of Conditions of Employment*** in order to submit expenses for working at home.

5. The Employee shall submit a request for shift times. The Employer shall approve requested shift times based upon operational requirements and in accordance with the collective agreement. Employees must notify the Employer of any changes to the expected work schedule. Changes to work schedules must be approved by the Employer.

6. The Employee shall be accessible by e-mail during scheduled shift times. The employee will regularly and frequently check e-mail to ensure communication is maintained with the IWK

Health Centre. The Employee shall inform others, as appropriate, of their location for work related contact.

7. The Employee may be required to report temporarily on site at the request of the Employer for any reasonable employment related requests including but not limited to staff meetings, to assist with training and to attend required education sessions with reasonable notice. Costs associated with the required travel will fall under Article 29 – Transportation.

8. The Employer will set production standards and retains the right to manage and alter as necessary. Provision of status reports for home workers will be provided and reviewed by the Employer. The Employee shall consistently meet the departmental production standard for output and quality.

9. The Employee shall inform the Coordinator, Clinical Data of all changes to regular shifts. (i.e. sick and appointment time). The employee shall submit vacation requests as per the collective agreement. All requests for time off are pending approval.

10. The Employee shall electronically submit time sheets every second Friday before noon for payroll purposes. The Employee shall continue working under the IWK Health Centre as a member of the NSGEU bargaining unit. All salary and benefit entitlements will remain as if working on site. The Employee must follow the Policies and Procedures set out by the IWK Health Centre including confidentiality of information and security of equipment, as if working on site.

11. Upon termination of the Work-At-Home arrangement, whether by severing of the employment relationship with the Employer or by virtue of obtaining a different position with the IWK Health Centre, all equipment and articles belonging to IWK Health Centre shall be returned to the Employer.

12. The terms of the Work-At-Home arrangement will be reviewed one year from date of signing and/or during contract negotiations. In the event that the term of 1 year from the date of signing is exhausted prior to a new agreement being reached, this memorandum of agreement will stay in effect until the conclusion of collective bargaining.

MEMORANDUM OF AGREEMENT #11
Medical Transcriptionist Work-at-Home Program

The Employer and the Union agree that the Employees covered under this memorandum of agreement are subject to the collective agreement between the IWK Health Centre and the Nova Scotia Government and General Employees Union (Clerical/Administrative Bargaining Unit). Should a provision within this agreement be contradictory, the collective agreement will prevail.

For the purposes of governing the Medical Transcription Work-At-Home Program, the parties agree as follows:

1. An Employee employed in the Medical Transcriptionist classification shall be part of the Work-At-Home arrangement.

2. The Employer will arrange for approved IT hardware (personal computer, including monitor), required software (for hospital use only), PC set up, telecommunications connection (monthly high speed internet charges including the first installation fee), one(1) set of headphones, one (1) foot pedal, one (1) power bar, one (1) shredder, and maintenance of all Employer provided equipment. All such equipment shall remain the property of the IWK Health Centre. The employee will use the IWK computer equipment exclusively for the IWK work related purposes. The Employer will assume responsibility for replacing equipment that becomes defective during the course of normal work.

3. The Employee will arrange and pay for a designated work area where confidentiality can be ensured, desk and chair that is ergonomically acceptable for the employee, renovations required to meet the designated work space requirements, child, elder and other family care arrangements, as applicable, during scheduled work hours. In situations where it is not possible to ensure privacy within the employee's current living conditions, the Employer will provide a privacy screen at no cost to the employee.

4. Employees are responsible for obtaining their own personal tax advice. The Employee will add the Health Centre provided equipment to their household insurance and provide the insurer with a list of the equipment, the value of the equipment and ask that the IWK Health Centre be put on their insurance as an 'additional insured with respect to this equipment only'. Proof of addition to home insurance will be required to the Employer. Upon request, the employee will be provided with a Revenue Canada form ***T2200 Declaration of Conditions of Employment*** in order to submit expenses for working at home.

5. The Employee shall submit a request for shift times. The Employer shall approve requested shift times based upon operational requirements and in accordance with the collective agreement. Employees must notify the Employer of any changes to the expected work schedule. Changes to work schedules must be approved by the Employer.

6. The Employee shall be accessible by e-mail during scheduled shift times. The employee will regularly and frequently check e-mail to ensure communication is maintained with the IWK

Health Centre. The Employee shall inform others, as appropriate, of their location for work related contact.

7. The Employee may be required to report temporarily on site at the request of the Employer for any reasonable employment related requests including but not limited to staff meetings, to assist with training and to attend required education sessions with reasonable notice. Costs associated with the required travel will fall under Article 29 – Transportation.

8. The Employer will set production standards and retains the right to manage and alter as necessary. Provision of status reports for home workers will be provided and reviewed by the Employer. The Employee shall consistently meet the departmental production standard for output and quality.

9. The Employee shall inform the Lead Hand of all changes to regular shifts. (e.g., sick and appointment time). The employee shall submit vacation requests as per the collective agreement. All requests for time off are pending approval.

10. The Employee shall electronically submit time sheets every second Friday before noon for payroll purposes. The Employee shall continue working under the IWK Health Centre as a member of the NSGEU bargaining unit. All salary and benefit entitlements will remain as if working on site. The Employee must follow the Policies and Procedures set out by the IWK Health Centre including confidentiality of information and security of equipment, as if working on site.

11. Upon termination of the Work-At-Home arrangement, whether by severing of the employment relationship with the Employer or by virtue of obtaining a different position with the IWK Health Centre, all equipment and articles belonging to IWK Health Centre shall be returned to the Employer.

12. The terms of the Work-At-Home arrangement will be reviewed one year from date of signing and/or during contract negotiations. In the event that the term of 1 year from the date of signing is exhausted prior to a new agreement being reached, this memorandum of agreement will stay in effect until the conclusion of collective bargaining.

MEMORANDUM OF AGREEMENT #12
Transfer of Telecommunications Coordinator from Health Care into the Administrative Professional Bargaining Unit.

WHEREAS the position of Telecommunications Coordinator was moved from the Administrative Professional Bargaining Unit and placed in the Health Care Bargaining Unit, resulting from a decision made by Arbitrator James Dorsey in April 2015;

AND WHEREAS the seniority of the Telecommunications Coordinator transferred to the Health Care Bargaining Unit effective April 2015, until such time that a new agreement was negotiated for Health Care;

AND WHEREAS the Administrative Professional Bargaining Unit has requested through bargaining to have the Telecommunications Coordinator position remain within the Administrative Professional Bargaining Unit, as a more appropriate match;

AND WHEREAS the Employer is in agreement to the request of the Administrative Professional Bargaining Unit;

NOW THEREFORE the parties agree to enter into this Memorandum of Agreement:

1. The position of Telecommunications Coordinator will transfer back into the Administrative Professional Bargaining Unit effective November 18, 2018 and will continue to be covered by the terms of the Administrative Professional Collective Agreement, including recognition of seniority.

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