

**COLLECTIVE AGREEMENT**

**BETWEEN:**



***The National Automobile, Aerospace, Transportation  
and General Workers Union of Canada  
(CAW - CANADA)  
LOCAL 4603***

***- and -***

***Cape Breton District Health Authority***

***EFFECTIVE: NOVEMBER 1, 2011  
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## **PREAMBLE**

- 1.00 Recognizing the common dependence of the Employer and its Employees upon the welfare of the Employer and the patients and recognizing that a relationship of goodwill and mutual respect between Employer and Employee can contribute greatly to the maintenance and increase of that welfare, the parties to this Agreement agree as follows.

## **ARTICLE 1 - PURPOSE CLAUSE**

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its Employees, to provide for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and compensation for all Employees who are subject to the provisions of this Agreement.

## **ARTICLE 2 - UNION RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agent for all Employees of the Bargaining Unit.
- 2.02 No Employee shall be asked or permitted to make any verbal or written agreement, which may be contrary to the terms of this Agreement.
- 2.03 The Union will have a bulletin board at each building designated for the purpose of posting notices of interest to its membership supplied by the Employer.
- 2.04 Non Bargaining Unit employees, will not perform work normally performed by the Bargaining Unit members, to the extent that it will result in a layoff of any member of the Bargaining Unit. This provision is not applicable to a Casual Employee.
- 2.05 No Employees shall be laid off or have regular hours reduced as a result of the Employer contracting out work, except during emergency situations, during the life of this Agreement. However, employees shall be entitled to whatever options for severance or alternate employment as set out herein. Employees not exercising any of the available options provided therein shall be reassigned by the Employer to other positions within the bargaining unit. This provision is not applicable to a Casual Employee.
- 2.06 Should a new classification, be created within the bargaining unit during the term of this Agreement, or an existing classification is substantially altered during the term of this Agreement, the Employer and the Union shall decide the rate of pay subject to this Agreement. Nothing herein prevents the Employer from filling such

positions and having Employees working in such positions during such negotiations.

- 2.07 Subject to the prior approval of the Chief Executive Officer (CEO) or designate, a Union representative or designate will be permitted to visit the work site to discuss problems with a member of the grievance committee during working hours. Such permission shall not be unreasonably denied.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union recognizes and acknowledges that Employees shall be governed by Employer rules and regulations except those areas which conflict with the Collective Agreement, in which case, the provisions of this contract shall apply. Subject to the terms of this Agreement, the Employer retains all the rights, functions and responsibilities vested in it as the Employer including, but not restricted to:

- (a) the right to operate and manage the Employee and working force of the Employer in accordance with its commitments and responsibilities and in such manner as to give the highest possible standard of service and care to its patients through greater efficiency consistent with fair labour standards.
- (b) to select, hire, transfer, promote, demote, classify, lay-off, rehire, suspend or discharge for just cause and to maintain discipline and efficiency of the employees provided the foregoing shall not be exercised by the Employer in a discriminatory manner or contrary to the terms of this Agreement.

### **ARTICLE 4 - CONTINUANCE OF OPERATIONS**

4.01 **Union Responsibility** - The Union agrees that during the term of this Agreement there shall be no strikes, suspension or slow down of work, picketing or any other interference with the Employer's business and to this end the Union will take action to prevent any Employee, who is a member of the Union, from otherwise interfering with the Employer's business.

4.02 **Employer Responsibility** - The Employer agrees that there shall be no lockout of Employees during the term of this Agreement.

## ARTICLE 5 - DEFINITIONS

- 5.01 **Employee** is a person appointed by the Employer to a position in the Bargaining Unit.
- 5.02 **Regular Full-Time Employee** is one who occupies a position within the bargaining unit designated to be on-going and who works the regular hours as prescribed in Article 9.01 (a) of this Agreement.
- 5.03 **Regular Part-Time Employee** is one who occupies a position within the bargaining unit designated to be on-going and who works less than the regular hours as prescribed in Article 9.01 (a) of this Agreement. The benefits of this Agreement shall apply to regular part-time employees on a pro rata basis, based on Regular Hours Paid not to exceed 1950 hours yearly.
- 5.04 (a) **Casual** is an employee hired to work on a day to day basis as required and is not scheduled by the Employer on the original schedule on a regular basis. A Casual Employee is not a Regular Employee, however, a Casual Employee may fill a Temporary Position.
- (i) Casual employees shall have experience recognized and be placed on the increment scale as set out in Article. Upon hire, a year of service for Casual employees shall mean 1950 hours worked.
  - (ii) In lieu of benefits provided to employees under the Collective Agreement, Casual employees shall be compensated with a supplementary payment equal to eleven (11%) percent of their earnings in each bi-weekly period. This payment will represent four (4%) percent for vacation and seven (7%) for all other benefits.
  - (iii) Casual employees who have worked one thousand (1000) regular hours or more by their anniversary date shall be recognized for an additional year of service.
  - (iv) Casual employees who have worked less than one thousand (1000) regular hours by their anniversary date shall be recognized for an additional year of service when one thousand (1000) hours are achieved. This date shall become the employee's new anniversary date.
  - (v) Casual employees shall confirm in writing their availability for shifts. In the event that a Casual employee does not work any shifts for a period of six (6) months, excluding approved periods of unavailability, such employee will be deemed terminated.



» (b) **Temporary Position**  
(i) is a position that the Employer has determined will be in excess of ten (10) consecutive work days, but which is not a Regular Position. Temporary Positions are intended for interim staffing relief during periods such as the absences of Full Time or Regular Part Time Employees or for unexpected and temporary changes in workload. A Temporary Position may be either a new position for the designated period or a temporary vacancy of a Regular Position. The Employer may fill Temporary Positions with Casual Employees or with Regular Employees and where operationally feasible shall fill Temporary Positions of less than ninety (90) days with the most senior qualified employees from within the same Unit/Department at the work site.

» (ii) The Employer has no obligation to post Temporary Positions except as required in Article 19.01 (a)(iii). The Employer will make every effort to have one Employee fill a Temporary Position. Where the Employer posts a vacant Temporary Position, the Employer shall indicate on the posting, the expected duration of the Temporary Position. The Temporary Position may be extended, shortened or terminated at the Employer's discretion. The Employee may, at the end of the initial end date of the temporary assignment, choose to return to their permanent position, provided it has not been discontinued.

(iii) **Termination of Temporary Position**  
A Regular Employee in a Temporary Position remains a Regular Employee while in such Temporary Position. Upon the termination of the Temporary Position, the Regular Employee filling the Temporary Position shall return to the Regular Employee's previous position, or if it has been discontinued, to an equivalent position as mutually agreed by the Employer and the Employee.

Casual Employee in a Temporary Position remains a Casual Employee while in such Temporary Position except that such employee shall, subject to eligibility requirements, qualify for all benefits of a Regular Employee while in the Temporary Position. Upon the termination of the Temporary Position, the Casual Employee shall revert to Casual Employee benefits.

5.05 **Probationary period** means that period for newly hired Employees up to four hundred and ninety-five (495) hours. Employment may be terminated at any time during this period, if the employee is found to be unsuitable at the sole discretion of the Employer. The probationary period may be extended by mutual agreement of the Union and the Employer.

- 5.06 **LTD Program** means the Nova Scotia Association of Health Organizations Long Term Disability Program.
- 5.07 **Leave of Absence** means absence with the prior authorization of the Employer.
- 5.08 **Employment date** is the Employee's most recent date of hire in a regular position and shall not change. Where two (2) or more employees have the same employment date, the order of their placement on the seniority list will be determined by a lottery draw at the next Labour Management meeting following the date of hire or earlier if required to resolve a conflict.
- 5.09 **Employer** is the Cape Breton District Health Authority (#8).
- 5.10 **Union** is Local 4603 of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW- CANADA).
- 5.11 **Bargaining Unit** is the Employees of the Employer as defined in the Labour Relations Board certification order, or as may be amended by the parties from time to time.
- 5.12 **Rotation** means a repeating cycle of scheduled shifts whereby the hours of work for each bi-weekly period shall provide for seventy-five (75) hours bi-weekly for a full-time Employee. Regular bi-weekly pay for a full-time Employee shall not be affected by unequal distribution of shifts in each of the bi-weekly periods required by rotations.
- 5.13 **One year service** - One year service shall be defined as 1950 paid hours.
- 5.14 **Fiscal year** means the twelve (12) month calendar period, April 1<sup>st</sup> to March 31<sup>st</sup>. Benefits stated in terms of yearly maximum amounts shall be determined in accordance with the most recently completed fiscal year.
- 5.15 **Spouse** means a legal marriage partner or a live-in partner who has been identified in writing by the Employee to the Employer as the spouse. This includes a same-sex partner for all purposes under this Collective Agreement, subject to the eligibility provisions of the respective Benefit Plans.
- 5.16 **Site** means:
- Buchanan Memorial Hospital
  - Cape Breton Regional Hospital
  - Glace Bay Healthcare Facility
  - Harbour View Facility
  - Inverness Consolidated Hospital
  - New Waterford Consolidated Hospital
  - Northside General Hospital
  - Sacred Heart Hospital
  - Taigh Gradach House

- Taigh Na Mara
- Victoria County Hospital

- 5.17 **Regular Hours Paid** means hours paid by the Employer to a maximum of 1950 hours annually including paid vacation hours, the straight time equivalent of paid holiday hours and paid sick leave, unpaid Union leave reimbursed by the Union as provided in Article 14.09, and any other paid leaves for which an employee is compensated by the Employer, but excludes overtime hours worked and hours paid directly or indirectly by a third party
- 5.18 **Additional Shifts** means shifts which become available before posting of the schedule.
- 5.19 **Relief Shifts** means shifts which become available after posting of the schedule.
- 5.20 **Threshold Requirements**  
In exercising options under Articles 20 and 21, threshold requirements and threshold abilities shall mean the minimum requirements for entry to the position.

## **ARTICLE 6 - MANAGEMENT AND LABOUR RELATIONS COMMITTEE**

- 6.01 There shall be a Labour / Management Committee composed of three (3) representatives of the Union, which may change from facility to facility and three (3) representatives of the Employer, or as otherwise mutually agreed between the Union and the Employer. The function of the Committee shall be to discuss matters of mutual concerns to the parties, but it is understood and agreed that the Committee will not discuss grievances. The Employer agrees to discuss issues such as the training and upgrading of the skilled trades persons and the implementation of an apprenticeship program which would assist in responding to the Employers' service delivery need for the future. The Committee shall meet on an informal basis at a time convenient to the parties. It is understood that the Union committee members will be paid for time spent at such meetings during their regular working hours.

## **ARTICLE 7 - UNION SECURITY**

- 7.01 It shall be a condition of employment for all Employees currently employed by the Employer and all new Employees employed by the Employer that they take out and maintain membership in the Union.
- 7.02 (a) The Employer shall deduct from each member of the bargaining unit regular Union dues, fees and assessments as uniformly assessed and directed by the Union. Deductions shall be remitted to the Secretary/Treasurer of each local of the National Automobile, Aerospace,

Transportation and General Workers Union of Canada (CAW - CANADA), not later than the fifteenth (15) day of the month following the period for which the deductions apply.

- (b) The Employer shall endeavour to advise the Union in conjunction with the biweekly dues submission, of the names of newly appointed Employees as well as resignations.
- (c) The Employer agrees to provide newly hired employees with a copy of the Agreement and acquaint them with the conditions of employment set out in the Articles concerning dues deductions and Union representation. During orientation of newly hired employees, the Employer will allow thirty (30) minutes for a representative of the Union to speak with the newly hired employees.
- (d) The Employer shall furnish the local union's financial secretary with a complete mailing address of each member of the Bargaining Unit with updates annually except where an employee expressly requests in writing that their address not be given.

7.03 There shall be no loss of regular pay or benefits for Union representatives for purposes of the following:

- (a) attending meetings with Local or Regional management;
- (b) Up to a maximum of two (2) persons from the Service bargaining unit participating in direct negotiations with the Employer for the renewal of the Collective Agreement;
- (c) if subpoenaed to participate in arbitration hearings.

7.04 The Union and the Employer agree to share equally in the cost of reproducing sufficient copies of the Collective Agreement.

7.05 The local Union shall advise the Employer of those persons who are elected / selected to local Union positions.

» 7.06 **Computer Access**

Where possible, providing no additional costs are incurred by the employer, two authorized representatives of the union shall be entitled to use the Employer's electronic communication system to distribute up to three approved electronic union notices per month to members of the Bargaining Unit. The Employer shall determine the method of distribution. The Union agrees to indemnify the Employer for any liability arising out of offensive or otherwise unlawful notices posted by the Union.

## ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 The Union shall appoint and the Employer shall recognize a committee of shop stewards of not more than one (1) from each department (all regular full-time or regular part-time Employees of the Employer) which shall be known as the Grievance Committee to deal with the complaints and grievances referred to it. The Union shall notify the Employer in writing of the names of the members of the committee, their areas of responsibility and changes of the names of the members of this committee. The Employer will notify the Union of the names of all department heads and supervisors and any changes in these names.

8.02 (a) A grievance is a complaint related to an alleged violation of the application of the Collective Agreement. Every grievance shall be processed in accordance with the grievance and arbitration procedures as follows:

**Step 1** - When an Employee has a grievance the Employee shall within five (5) working days of the discovery or occurrence of the incident giving rise to the grievance, first discuss the grievance with the Employee's Immediate Management Supervisor, who shall provide the Employee with an answer within five (5) working days.

**Step 2** - Should the verbal answer given by the immediate Management Supervisor not be acceptable to the grievor, the grievance shall be submitted in writing to the Department Head or designate within five (5) working days. The Department Head or designate shall provide a decision in writing within five (5) working days of the receipt of the grievance.

**Step 3** - If the decision of the Department Head is not acceptable to the grievor, the grievance, if supported by the Bargaining Unit Grievance Committee, shall be referred to the Chief Executive Officer or designate within five (5) working days of the receipt of the decision in Step 2.

The Chief Executive Officer or designate shall give a decision in writing within ten (10) working days of receipt of the grievance.

(b) Where a dispute involving a question of general application or interpretation occurs, or the Union has a grievance, Step 1 may be bypassed.

(c) The Employer may institute a grievance by delivering the same in writing to the President of the Union and the President shall answer such grievance within ten (10) days. If the answer is not acceptable to the Employer, the Employer may within ten (10) days from the day the

President provides an answer, give ten (10) days' notice to the President of the Union of its intention to refer the dispute to arbitration.

- (d) A Union representative or designate may participate in the discussion relating to a grievance at the request of either party.
- (e) If a settlement is not reached in the steps above, either party may serve notice of intention to seek arbitration. Such notice must be given within fifteen (15) working days.

The matter may then be referred to a sole Arbitrator appointed by mutual consent. Should the parties fail to agree on the Arbitrator, the Arbitrator shall be appointed by the Minister of Labour of the Province of Nova Scotia.

The decision of the Arbitrator shall be binding on both parties.

- (f) In determining any grievance arising out of discharge or other discipline, the Arbitrator may dispose of the claim by affirming the Employer's action and dismissing the grievance or by setting aside the disciplinary action involved and restoring the grievor to the Employee's former position with or without compensation or in such other manner as may in the opinion of the Arbitrator be equitable. The decision shall not alter nor modify any terms or provisions of this Agreement.

8.03 The Employer and the Union agree to share equally the amounts payable as levied by the Arbitrator.

8.04 For the purpose of this Article, working days shall be Monday to Friday excluding statutory holidays.

## **ARTICLE 9 - HOURS OF WORK**

- 9.01 (a) (i) The regular hours of work for a full-time Employee shall be 75 hours biweekly and normally consist of an average of either ten (10) shifts of seven and one-half (7.5) hours or a combination of shifts as defined in 9.01 (d) in a biweekly period. Each regular seven and one-half (7.5) shift shall include two (2) fifteen (15) minute paid rest periods and a thirty (30) minute unpaid meal break.
- (ii) The Employer shall make every reasonable effort to organize the work assignment on a shift in such a way as to allow the employee to have meal and rest break(s) during the scheduled shifts.

Employees shall be permitted to combine meal and/or rest break(s) where operationally possible.

- (iii) It is recognized as inherent in health care employment that on shifts where scheduling will not permit, employees may have to take their meal break(s) and/or rest break(s) at the work station or in the site. Where employees are not able to receive meal or rest breaks during the shift, the employee will be paid or credited for the missed break(s) at applicable overtime rates. Where time off is chosen it shall be scheduled at a mutually agreed time.
- (iv) Where Power Engineers are required by statute to remain at their work station for their entire shift inclusive of the meal break, they shall be paid at straight time rates for the entire shift including the meal break.
- (v) **Semi-annual Time Change**  
The changing of standard time to or from Daylight Savings Time shall not result in an Employee receiving more or less pay than their normal shift as defined in Article 9.01 (a) (i).
- (b) Hours of work which are at variance with the regular hours as stated in Article 9.01 (a) may be utilized, provided there is a mutual agreement between the Employer and the Union. A Memorandum of Agreement shall be drawn up to accommodate such changes.
- (c) Employees who are required by the Employer to work rotating shifts (days, evening or nights, Monday to Sunday inclusive), shall be scheduled for such shifts on an equitable basis.
- (d) Rotations shall be designated by the Employer and shall consist of:
  - (i) Ten (10) shifts of 7.5 hours in a two week period; or
  - (ii) Six (6) shifts of 11.25 hours and one shift of seven and one-half (7.5) hours in a two week period; or
  - (iii) Such other combinations of shifts agreed to by the Union and the Employer that result in a total or an average of seventy five (75) hours worked in a two (2) week period.
- (e) No regularly scheduled shift shall be less than three (3) continuous hours.

9.02 (a) Subject to the applicable provisions of the Labour Standards Code, scheduled days off work for full time employees shall be given in not more than two segments in a bi-weekly period except as mutually agreed or in accordance with Article 9.01 (d).

(b) Every Employee is entitled to one (1) weekend off in each four (4) week period; except as mutually agreed and in accordance with Article 9.01 (d). Where operational requirements permit more weekends off, the Employer will distribute them on an equitable basis. This provision is not applicable to Casual Employees.

9.03 Employees working in an area where the temperature exceeds 95 ° Fahrenheit (35 ° Centigrade) shall be granted one ten (10) minute break for each hour that the temperature continuously exceeds 95 ° Fahrenheit (35 ° Centigrade). Rest periods defined in 9.01 (a) (i) shall not be deducted.

» 9.04 **Shift Premium**

Effective November 1, 2011, employees who work between 1800 and 0600 will receive a shift premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked.

9.05 (a) For employees required to work rotating shifts, the Employer will endeavour to provide at least twelve (12) hours rest between regularly scheduled shifts unless otherwise mutually agreed.

(b) Regular schedules shall be posted at least four (4) weeks in advance of the period to be worked. Once posted, the Employer will endeavor to minimize changes to the schedule. However, in the event of scheduling changes by the Employer the affected Employee will be notified of such changes at the earliest possible time. Where the Employer provides less than sixteen (16) hours advance notice the employee shall be compensated at the rate of one and one half times (1.5x) the employee's regular hourly rate for the changed shift. This provision shall not apply to a change in the start or stop time of a shift on a day previously scheduled to work.

(c) On call shift schedules must be posted four (4) weeks in advance and assigned equally among staff.

(d) Employees may exchange shifts with the prior approval of the Employer. Such approval will not be unreasonably denied.

(e) For the purposes of Article 9.05 (a) - (d) inclusive, these provisions are not applicable to a Casual Employee.



- (f) The assignment of Casual employees for available shifts shall be on the basis of availability. Such shifts shall be offered on a rotating basis.
- 9.06 (a) Except where otherwise provided under Article 9.01 (d), time worked in excess of the regular shift of seven and one-half (7.5) or more hours shall be paid at the rate of one and one-half times (1.5x) the Employee's regular rate of pay for the first four (4) continuous hours of such overtime worked and at the rate of two times (2x) the Employee's regular rate of pay for the overtime hours worked in excess of four (4) continuous hours. Except where otherwise provided under Article 9.01 (d), time worked in excess of seventy-five (75) hours per bi-weekly pay period shall be paid at the rate of one and one-half times (1.5x) the Employee's regular rate of pay.
- (b) An Employee may be required to work up to fifteen (15) minutes without qualifying for overtime, for the purpose of effecting the shift change.
- 9.07 Overtime must be authorized by a representative of the Employer.
- 9.08 Where overtime assignments are such that employees are given the option as to whether they wish to work the overtime, employees opting to not work shall not be penalized by the Employer.
- 9.09 Employees shall indicate in writing their desire to work overtime shifts. Overtime shifts shall be assigned on a rotating basis. Where operationally efficient, overtime shifts will first be offered to Regular employees and Casual employees in Temporary Positions before being offered to other Casual Employees.
- 9.10 The Employee may take time off in lieu of overtime compensation by mutual agreement at the appropriate rate for each hour worked. Time off shall be granted at a mutually agreed time. Time off in lieu banks exceeding seventy-five (75) hours may be paid out to the Employee. This provision is not applicable to a Casual Employee.
- »9.11 **Weekend Premium**  
Effective November 1, 2011, employees who work between Midnight Friday evening and Midnight Sunday evening will receive a weekend premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked.
- 9.12 Employees will be provided with a meal voucher where cafeteria services are available or, where such services are not available, a meal allowance of eight dollars (\$8.00) after having worked overtime in excess of four (4) continuous hours beyond a regularly scheduled seven and one half (7.5) hour shift.
- 9.13 (a) Temporary Assignment - Where an Employee is assigned temporarily to perform work in a classification paying a lower rate than his/her own, he/she shall be paid his/her own classification rate. If an Employee is

assigned to perform work at a higher rate than his/her own, they shall receive the higher rate beginning on the first working day in the new classification

- (b) When an Employee within the bargaining unit is appointed temporarily to a management position, the temporarily assigned Employee shall receive a premium of twenty-five percent (25%) above the Employee's regular hourly rate not to exceed the rate of the Employee being replaced.
- 9.14 Pay day shall be bi-weekly with the Employer supplying an adequate statement of all amounts and deductions.
- 9.15 (a) Where the Employer changes the schedule of an Employee so as to require on the day that change is made, that the regular start time of their shift previously scheduled is to occur earlier than posted, the Employee shall be compensated for the complete shift, where the Employer determines that every reasonable effort has been made by the Employee to report for work for the normal start time of this newly assigned shift. The Employee will be compensated for the complete shift. This provision is not applicable to a Casual Employee.
- (b) Casual employees may be assigned to work without advance notice and there shall be no financial penalty on the Employer. Casual employees may also have shifts cancelled with two (2) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled shift, the Casual employee shall be provided with work or be paid for the cancelled shift.
- 9.16 Where storm conditions create transportation difficulties such that an employee cannot arrive at work at the scheduled work time, it is the responsibility of the employee to notify their supervisor and to make every reasonable effort to arrive as soon as possible. Where the employee arrives for work within two hours of the start time for the shift, the employee shall receive regular pay for the late arrival.
- 9.17 (a) The provisions of Article 9.06 and 16.02 shall not apply to regular part-time employees who apply for and are assigned to work shifts in addition to those for which the employee is posted to work except when the employee is required to work in excess of a regular shift of seven and one-half (7.5) hours or seventy-five (75) hours per pay period.
- (b) (i) Regular Part time employees who are scheduled for Additional Shifts prior to the posting of the schedule and are subsequently unavailable for work, shall qualify for paid leave for the shifts not worked provided they have sufficient leave credits.

- (ii) Employees who have accepted assignments to Relief Shifts after the posting of the schedule and are subsequently unavailable for work, shall not qualify for paid leave for the shifts not worked.

## **ARTICLE 10 - STATUTORY HOLIDAYS**

10.01 (a) The following eleven (11) calendar dates shall be recognized as paid (7.5 hours) holidays for full time employees:

- |                         |                     |
|-------------------------|---------------------|
| 1. New Year's Day       | 7. Labour Day       |
| 2. Good Friday          | 8. Thanksgiving Day |
| 3. Easter Monday        | 9. Remembrance Day  |
| 4. Victoria Day         | 10. Christmas Day   |
| 5. Canada Day           | 11. Boxing Day      |
| 6. 1st Monday in August |                     |

(b) In addition to the above holidays, any additional holidays declared by the Federal or Provincial governments.

(c) The parties recognize the significance of Davis Day and an Employee who requests the day of June 11th off in accordance with Article 9.05(b), the Employer will schedule the Employee accordingly. Davis Day is not a recognized paid holiday and premium pay for that day will not apply.

10.02 Compensation for statutory holidays will be the Employee's regular classification rate except where the Employee has been temporarily assigned to a classification paying a higher rate whereby they would receive the higher classification rate.

10.03 (a) If an employee works a shift on the calendar date of a holiday listed in Article 10.01, the employee will be compensated at the rate of one and one-half (1.5x) times the employee's regular hourly rate for the hours worked. The method of compensation shall be pay or time off to be determined by the Employee.

(b) In addition to the compensation for the hours worked on the holiday the Regular Full-Time employee shall have the option to have seven and one half (7.5) hours as pay or time off as mutually agreed between the Employer and the employee.

(c) In lieu of the holidays listed in Article 10.01 above, Regular Part-Time employees shall be entitled to one (1) hour of holiday compensation for each 23.5 regular hours paid. The method of compensation shall be pay or time off as determined by mutual agreement.

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

10.04 When a holiday designated in Article 10.01 occurs on a day scheduled as a day off for a full time Employee, the employee may receive pay for the holiday when mutually agreed between the Employer and the Employee or shall be scheduled for an alternate day off with pay in lieu of the holiday at a time mutually agreed.

10.05 If any Employee is not scheduled to work a Holiday and is called in to work without seventy-two (72) hours notice for a shift commencing on the calendar date of a Holiday, the Employee shall be paid two (2 x) times the Employee's regular rate of pay for hours worked that shift. In addition, the Full-Time Employee shall receive an alternate seven and one-half (7.5) hour day off in lieu of the Holiday at a mutually agreed time. This provision is not applicable to a Casual Employee.

10.06 The Employer will schedule Employees required to work holidays on a fair and equitable basis. An Employee shall have either Christmas Eve and Christmas Day or New Year's Eve and New Year's Day off, on a yearly rotating basis unless mutually agreed otherwise. This provision is not applicable to a Casual Employee.

Shifts commencing at 3:00 pm or later on Christmas Eve or New Year's Eve will be recognized as working Christmas or New Year's for the purpose of affecting a yearly rotating basis.

10.07 Employees who are scheduled for work and report for duty on December 24th and are required to work beyond 12:00 noon shall be compensated for all hours worked after 12:00 noon, to a maximum of four (4) hours at the rate of one and one half (1.5x) times the Employees regular hourly rate of pay.

10.08 Employees required to work beyond the seven and one half (7.5) hours shift hours for a shift commencing on the calendar date of a Holiday shall receive compensation at the rate of two (2 x) times the Employee's regular hourly rate of pay for all hours worked beyond the shift.

10.09 Employees shall be eligible for compensation under this Article only for the regular shifts where the majority of shift hours occur on the calendar date of a Holiday

10.10 If one or more holidays noted in Article 10.01 occurs during the regular scheduled vacation of a Regular Employee, the Full-Time Employee shall receive holiday pay for that day. The Part-time employee shall receive pay for that day to the extent that they have banked holiday credits. In both cases, vacation credits shall not be reduced for that day. This provision is not applicable to a Casual Employee.

## ARTICLE 11 - SICK LEAVE

A casual employee (except a casual employee while in a temporary position) is not entitled to sick leave which means the casual employee is expressly excluded from provisions 11.01 through 11.07 (inclusive).

- 11.01 (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.
- 11.02 (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.
- 11.03 The total of regular hours paid by the Employer shall be considered in calculating the accrual of sick leave credits.
- 11.04 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.
- 11.05 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.

- 11.06 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.
- 11.07 (a) Subject to available sick leave credits, regular 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.

## **ARTICLE 12 - VACATIONS**

Article 12 is not applicable to a casual employee.

- 12.01 Each year of service for the application of this Article shall be a period of twelve (12) months effective on the employee's date of hire. Vacation credits shall accumulate to the employee on the following basis:
- (a) Effective the date of hire, vacation shall accumulate at the rate of one (1) hour of vacation credit for each seventeen-point-three-three (17.33) regular hours paid to a maximum of one-hundred-twelve-point-five (112.5) hours.
- (b) Effective on the commencement of the fifth (5th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each thirteen (13.00) regular hours paid to a maximum of one hundred and fifty (150) hours.
- (c) Effective on the commencement of the fifteenth (15th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each ten-point- four-zero (10.40) regular hours paid to a maximum of one hundred and eighty seven point five 187.5 hours.

- (d) Effective on the commencement on the twenty-fifth (25<sup>th</sup>) year of service vacation shall accumulate at the rate of one (1) hour of vacation credit for each eight-point-six-six (8.66) regular hours paid to a maximum of two hundred and twenty-five (225) hours.
  - (e) Any employee currently receiving any greater benefit under this Article will not be reduced.
- 12.02 For Employees with less than one (1) complete year of service prior to the annual cut off date of April 1st, vacation will be credited on a pro-rata basis for each completed month worked. A month worked shall consist of one hundred and sixty-two-point-five (162.5) regular hours paid.
- 12.03 Vacation shall be scheduled by the Employer in a manner that will least interfere with the operation of the Employer's business. Vacation shall be scheduled between April 1st and March 31st each year. Qualifying service for vacation entitlement for the ensuing year shall be calculated as of April 1<sup>st</sup> based on each employee's Full-time equivalent status. Except where provided otherwise in this agreement, vacation leave entitlement shall be used within the year in which it is earned. A year worked means one thousand, nine hundred and fifty (1950) regular hours paid.
- 12.04 A vacation entitlement will be posted by February 1<sup>st</sup> of each year. Employees vacation preference must be made known by March 1<sup>st</sup> with the vacation list posted by April 1<sup>st</sup>. Those Employees not indicating their preference by the referred date will lose their right to choice.
- 12.05 In scheduling vacations, the Employer will make a reasonable effort to grant an Employee the weekend off immediately preceding and immediately following the vacation period, if requested by the Employee.
- 12.06 (a) In developing the vacation schedule, the Employer will distribute the vacation with a minimum of two (2) consecutive weeks at a time requested by the Employee. Where two or more employees request vacation for the same period of time, preference for vacation will be on the basis of seniority.
- (b) Where it has not been operationally possible for the Employer to schedule an Employee's vacation, the unused vacation credits shall be carried over to the next year.
- 12.07 For the purpose of calculating the vacation with pay to which an Employee is entitled, any leave with pay up to forty (40) days shall be considered days of work.

12.08 If a regular full-time Employee is called back to work during their vacation *period* (i.e. that period from an employee's first scheduled paid vacation day to the employee's first scheduled return to work date), the Employee shall be compensated at the rate of two (2x) times the Employee's regular rate of pay for the hours worked. In addition the Employee shall receive regular pay for hours remaining in the regular shift. The interrupted vacation day shall be rescheduled.

In no event shall Vacation Period exceed:

- Three (3) weeks for each employee with less than five (5) years service.
- Four (4) weeks for employees with more than five (5) years but less than fifteen (15) years service.
- Five(5) weeks for employees with more than fifteen (15) years but less than twenty-five (25) years service.
- Six (6) weeks for employees with twenty-five (25) or more years service.

12.09 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.

12.10 To be eligible for full vacation credit accrual in a vacation year, a full-time Employee must have received no less than one thousand, seven hundred, fifty-five (1,755) Regular Hours Paid being ninety percent (90%) of 1950 hours in the year. Employees with less than one thousand seven hundred, fifty-five (1,755) Regular Hours Paid, being ninety percent (90%) of paid work hours in the year will receive their vacation on a pro-rata basis.

12.11 Any deficit or positive balance in the vacation bank at the time the Employee's employment ceases will be reconciled in the Employee's final pay.

» 12.12 **Vacation Credits Upon Death**

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

## **ARTICLE 13 - BEREAVEMENT LEAVE**

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



13.02 If a death occurs in the current immediate family of an Employee, the Employee shall be granted a Bereavement Leave of seven (7) calendar days commencing on the calendar day following the day of the death of the family member. The Employee shall not have a loss of regular pay for shifts not worked during the Bereavement Leave up to a maximum of thirty-seven point five (37.5) hours.

13.03 (a) In the event that the funeral for any of the persons listed in Article 13.05 does not take place within the period of bereavement leave, the employee may defer the final day of their bereavement leave without loss of regular pay until the day of the funeral.

(b) Bereavement Leave may also include additional leave of absence without pay as travel time.

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

13.05 Immediate family for the purpose of bereavement leave shall include a spouse (as defined in Article 5.15), father, mother, guardian, sister, brother, step brother, step sister, son, daughter, step-parent, step child, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, step-grandparents and step-grandchildren, same sex partner, or a person for whom the employee is a guardian.

13.06 If a death occurs for which Bereavement Leave is provided under this Article, and the Employee has scheduled vacation days during the bereavement period, Bereavement Leave shall be substituted for the scheduled vacation days.

» 13.07 **Bereavement Leave and Vacation/Holiday/Sick Leave**

If a death occurs for which bereavement leave is provided under this Article, and an employee has scheduled vacation days, holidays or time in lieu, or sick leave, during the bereavement period, bereavement leave shall be substituted for the scheduled vacation days, holiday or time in lieu, or sick leave.

13.08 Unpaid bereavement leave shall not be unreasonably denied to any Employee requesting to attend a funeral.

13.09 The provisions of Article 13.02 through Article 13.07 are not applicable to a Casual employee except for Casual employees in Temporary Positions. The definition of immediate family as set out in Article 13.05 shall apply to Casual Employees in the application of Article 13.01.

## ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 An Employee may request a leave of absence without pay for a legitimate reason and such request will not be unreasonably denied. To be valid, every request must be submitted in writing and approved by the Employer in writing.
- 14.02 Upon return from a leave of absence, an Employee shall be reinstated to the position held prior to the leave of absence except when the position is no longer available following the leave of absence, in which case subject to the provision of Article 18.00, the Employee shall be appointed to an alternate position.
- 14.03 The Employer agrees to pay into a special fund an amount of one cent (\$.01) per hour for all regular hours paid for the regular employees to provide for a Paid Education Leave (PEL). Such leave will be for upgrading the Employee skills in all aspects of Trade Union functions. Such payment will be remitted on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification and sent by the Employer to the following address: CAW Paid Education Leave Program, CAW Family Education Centre, RR #1, CAW Road 25, Port Elgin, Ontario N0H 2C5.

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

- 14.04 Leave of absence without loss of regular pay shall be given to an Employee other than an Employee on leave of absence without pay or under suspension, who is required:
- (a) to serve on a jury; or
  - (b) by subpoena or summons to attend as a witness in any proceedings for an employment related matter held:
    - i) in or under the authority of a court or tribunal; or
    - ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it;
    - iii) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked.

The leave of absence under this Article shall be sufficient in duration to permit the Employee to fulfill the witness or jury obligation. An Employee given such leave of absence without loss of regular pay shall pay to the Employer the

amount that the Employee receives for this duty. This provision is not applicable to Casual Employees except those in Temporary Positions.

- 14.05 (a) Regular 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.
- (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.
- (d) Regular part-time Employees shall be entitled to the above leave on a pro-rata basis.
- 14.06 (a) The Employer may grant leave of absence without loss of regular pay for a maximum of fifteen (15) hours per year, taken on not more than four (4) occasions per year without loss of seniority to write examinations to upgrade employment qualifications. Such examinations must relate to the employee's position with the Employer.
- (b) Subject to operational requirements, the Employer agrees to allocate educational leave on an equitable basis.
- (c) This provision is not applicable to a Casual employee.
- 14.07 Where an employee is a volunteer fire fighter and his/her job responsibilities permit response to an emergency call, the Employee will suffer no loss of regular pay while performing their duties responding to such emergency call.
- 14.08 An Employee who is designated by the Union to handle grievances shall be allowed a reasonable amount of time, without loss of regular pay, during normal working hours to assist in matters relating to the Agreement. Such a representative must request and obtain permission from their immediate

management supervisor prior to leaving and report to the supervisor immediately upon return. Such permission shall not be unreasonably withheld.

14.09 At the request of the Union, subject to operational requirements, the Employer may grant an Employee a leave of absence for Union business. The Union must give reasonable notice to enable the Employer to obtain a replacement. Where such leave is granted, the Employer agrees to continue the Employee's salary and benefits during such leave and the Union shall reimburse the Employer the cost of such salary and benefits. The name and address of the Treasurer will be given to the Employer. The bill will be sent to the Treasurer of the Local involved. The Union agrees to pay the bill within thirty (30) days of receipt of the bill. This provision is not applicable to a Casual employee.

## **ARTICLE 15 - PREGNANCY, ADOPTION AND PARENTAL LEAVE**

### **Pregnancy/Birth Leave**

- 15.01 (a) A pregnant Employee is entitled to an unpaid leave of absence, which when combined with parental leave, is a maximum of up to fifty-two (52) weeks.
- (b) An Employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the Employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the Employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (f) A pregnant Employee shall provide the Employer with at least four (4) weeks notice of the date the Employee intends to begin pregnancy leave and at least four (4) weeks notice of the date the Employee intends to return to work from pregnancy leave. Such notice and start date of the leave may be amended:
- (i) by changing the date in the notice to an earlier date for medical reasons as verified by the Employee's attending physician. In such

cases the Employee will provide as much advance notice of the revised start date of the leave as is possible; or,

- (ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or,
  - (iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.
- (g) Where notice as required under Article 15.01(f) is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer as much notice as reasonably practicable of the commencement of the Employee's leave or return to work.
- (h) The Employer shall not terminate the employment of an Employee because of the Employee's pregnancy.
- (i) The Employer may require an Employee to commence a leave of absence without pay where the Employee's duties cannot be reasonably performed by a pregnant woman or the performance of the Employee's work is materially affected by the pregnancy. Such action shall not be taken until the Employee has been advised of the Employer's concerns and is provided with the opportunity to furnish medical evidence establishing the Employee's ability to work.
- (j) Leave for illness of an Employee arising out of or associated with an Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 15.00, may be granted sick leave in accordance with the provisions of Article 11.01, 11.03 and 11.06. This provision is not applicable to a Casual employee.
- 15.02 (a) Where a Employee's spouse gives birth to a child, the Employee shall be granted special leave without loss of regular pay up to a maximum of fifteen (15) scheduled hours during the confinement of the mother. This leave may be divided into periods and granted on separate days. This provision is not applicable to a Casual employee.
- (b) Special leave with pay up to a maximum of fifteen (15) scheduled hours shall be granted to an Employee when an adopted child arrives in the Employee's home. This leave may be divided into periods and granted on separate days. This provision is not applicable to a Casual employee.

### **Parental and Adoption Leave**

Shall refer to the following leaves which include female biological parents, male biological parents, male adoptive parents and female adoptive parents:

- 15.03 (a) The parental leave of an Employee who has taken pregnancy/birth leave and whose newborn child or children arrive in the Employee's home during pregnancy/birth leave,
- (i) shall begin immediately upon the exhaustion of the pregnancy/birth allowance, without the Employee's returning to work; and
  - (ii) shall end not later than fifty-two weeks after the parental leave began as determined by the Employee. In no case shall the combined pregnancy/birth and parental/adoption leaves to which an Employee is entitled exceed a maximum of fifty-two (52) weeks.
- (b) The parental leave for an Employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 15.03(a),
- (i) shall begin on such date coinciding with or after the birth of the child as the Employee determines; and
  - (ii) shall end not later than fifty-two (52) weeks after the child or children first arrive in the Employee's home.
- (c) An Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave:
- (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home; and
  - (ii) shall end not later than fifty-two (52) weeks after the leave began.
- (d) If an Employee is entitled to pregnancy/birth or parental, or adoption leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.
- 15.04 (a) An Employee on pregnancy/birth or parental, or adoption leave must provide a minimum of four (4) weeks notice of his or her intended return to work, or such shorter period of notice as mutually agreed between the Employer and Employee. When an Regular Employee reports for work upon the expiration of pregnancy/birth or parental, or adoption leave, the Employee shall resume work in the position held by the Employee immediately before the leave began or where that position is not available

in a comparable position within the site. When a Casual employee reports for work upon the expiration of pregnancy/birth or parental, or adoption leave, the Casual employee shall return to Casual status. An Employee shall be entitled to the appropriate increment level and benefits, with no loss of benefits accrued to the commencement of the leave.

- (b) While on pregnancy/birth or parental, or adoption leave, an Employee shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave and the Employee's service and seniority shall be deemed to be continuous. Casual Seniority shall not accrue during the Leave of Absence.

15.05 While an Employee is on pregnancy/birth or parental, or adoption leave, the Employer shall permit the employee to continue in eligible benefit plans. The employee shall be responsible to pay both the Employer and the employee's shares of the premium costs for maintaining such coverage for which the employee is eligible during the period of leave.

#### 15.06 **Pregnancy/Birth Leave Allowance**

- (a) A Regular Employee or a Casual Employee in a Temporary Position (for the duration of such Temporary Position) is entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied or, 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.).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
  - (i) Where the Employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
  - (ii) 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.

- (c) For the purpose 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 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.
- (d) 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.
- (e) The Employer will not reimburse the Employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half (1.5X) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) The Pregnancy/Birth Leave Allowance is not applicable to a Casual Employee.

#### 15.07 Parental and Adoption Leave Allowance

- (a) A Regular Employee or Casual Employee in a Temporary Position is entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (SEB) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the SEB Plan will consist of the following:
  - (i) Where the Employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
  - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Employee is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease



in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.

- (c) For the purposes of this allowance, an Employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the Employee is entitled for her/his classification on the day immediately preceding the commencement of the parental or 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.
- (d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SEB Plan will be adjusted accordingly.
- (e) 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 (1.5X) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) The Parental and Adoption Leave Allowance is not applicable to a Casual Employee.

## **ARTICLE 16 - STANDBY AND CALL BACK**

- 16.01 An Employee may be required to be on Stand-By. An Employee assigned to be on standby shall receive thirteen dollars and fifty cents (\$13.50) for each Stand-By period of eight (8) hours or less. The Employer shall pay an Employee who is on Stand-By on a named holiday twenty-seven dollars (\$27.00) for each Stand-By period of eight (8) hours or less. The Employer will provide pagers or other communication devices for Employees assigned to be on Stand-By.
- 16.02 (a) An Employee required to report back to the workplace after leaving the premises of the Employer following the completion of a shift but before the commencement of the Employee's next scheduled shift or is called back on a day the Employee is not working ("Call Back") shall be compensated with a minimum of four (4) hours pay at the employee's regular hourly rate or overtime for the hours worked in accordance with Article 9.06, whichever is greater. Call Back premiums do not apply to Additional or Relief Shifts.

Call Back premiums do not apply to Casual Employees not in Temporary positions except when they are called back while on Standby.

- (b) For Employees on Stand-By, the minimum four (4) hour payment shall apply once during each eight (8) hour standby period. Subsequent calls during the same eight (8) hour period shall be paid at time and one-half (1.5 X) for the actual time worked with a minimum of one hour pay at the rate of time and one-half.
- (c) When an Employee has been called back and the time worked is continuous with the Employee's scheduled hours of work, the Employee shall receive overtime in accordance with Article 9.06 for the hours in excess of the regular scheduled shift.
- (d) Employees called back to work in accordance with Article 16.02 (a) shall be paid a transportation allowance of twelve dollars (\$12.00) per Call Back.

16.03 Where an employee completes a period of call back which exceeds two hours, the Employer shall provide at least six (6) hours between the time an employee completes a period of call back and the commencement of the employee's next scheduled shift. During an eight (8) hour period of standby, if the first call 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 employer arrangements in variances to the foregoing will be acceptable and will not constitute a violation of this Article.

## **ARTICLE 17 - DISCRIMINATION/WORKPLACE HARASSMENT**

17.01 The Employer and the Union agree that there will be no discrimination, interference, restraint or harassment, coercion exercised or practised by either the Union or the Employer, or by any of their representatives, with respect to any Employee because of age, race, colour, marital status, creed, nationality, gender, sexual orientation, disability, religious or political affiliation, or membership or activities in the Union, save and except those limitations as set out in legislation of the Province of Nova Scotia.

## **ARTICLE 18 - SENIORITY**

18.01 Seniority for Regular employees shall mean total period of unbroken service in the bargaining unit and shall become effective on the employee's most recent date of employment in a regular position ("Regular Seniority").

Seniority for Casual employees shall commence on the employee's most recent date of hire as a Casual employee ("Casual Seniority"). Should a Casual employee become a Regular employee, their Regular Seniority and service date

shall be the date of hire into the Regular position. However, where a Casual employee in a Temporary Position becomes a regular employee without a break in service, the seniority shall be effective on the date of appointment to the temporary position.

A break in service is defined as a period of time when a casual employee is not at work in a temporary position and such period exceeds thirty (30) consecutive days.

18.02 The Regular Seniority of an Employee shall be a factor in determining the Employee to be laid off or recalled from layoff as specifically set out in Article 21, promoted or transferred as specifically set out in Article 19 and vacation scheduling as specifically set out in Article 12.

18.03 The Employer shall maintain separate seniority lists for Regular employees and for Casual employees showing their seniority date in accordance with Article 18.01. These lists will show the Employee's name, the facility where assigned, the employment regular full time equivalent status and the classification title. A copy of these lists shall be posted on the Union bulletin board between January 1st and February 28th of the following year. These lists shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the lists may be forwarded to the Employer failing which the lists shall be deemed to be accurate. The Employer shall be entitled to rely on the lists as posted or corrected, provided that any errors found and corrected prior to the next posting will, from that date forward, be recognized and applied properly and reflected on the subsequent lists.

18.04 Seniority shall operate on a bargaining unit wide basis.

18.05 (a) An Employee shall lose seniority and employment in the event of:

- (i) discharge for just cause;
- (ii) resignation from employment and failure to revoke the resignation notification within a period of two working days;
- (iii) failure to return to work following recall after being notified by registered letter;
- (iv) layoff for a period longer than twenty-four (24) months except as set out in 21.05(e).
- (v) early or normal retirement

(b) taking a regular management position after four hundred and ninety-five (495) hours worked, will lose their seniority within the bargaining unit.

18.06 An Employee may be temporarily assigned to a position with the Employer which is outside the Bargaining Unit, without adversely affecting that Employee's seniority. Absence from the Bargaining Unit shall be for a period mutually agreed between the Employer and the Union and such time may be extended by agreement.

## **ARTICLE 19 - PROMOTIONS AND STAFF CHANGES**

» 19.01 (a) Where the Employer determines that:

(i) A regular vacancy exists;

(ii) A new position is created; or

» (iii) A temporary vacancy exists of three (3) months or more;

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

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

(c) The candidate shall normally be placed in the new position within sixty (60) days of her or his successful appointment or effective date, whichever is later, regardless of her or his current position. In the event that the successful candidate is not able to be placed in the new position within this sixty (60) day period due to operational requirements, the Employee shall receive the higher rate of pay, if any, for the new position, commencing on the forty-sixth (46th) day.

(d) Any Regular Employee filling such a Temporary Position must complete at least ninety (90) days in the Temporary Position before being eligible to apply for any other Temporary Position unless the position has a greater hourly rate or a duration of six (6) months or greater.

- (e) A Casual Employee filling a Temporary Position must complete at least ninety (90) days in the Temporary Position before being eligible to apply for any other position unless the position is a Regular Position or a Temporary Position with a greater hourly rate or a duration of six (6) months or greater.
- (f) Any such vacancy may be filled during the posting and selection process until the appointment is made. The successful candidate will begin in the new position as soon as is operationally possible, and normally not later than two weeks following the date of the appointment.
- (g) Only those positions which cannot be filled by a Bargaining Unit applicant possessing the required skills, abilities, and qualifications will be filled by a candidate from outside the Bargaining Unit.

19.02 In determining the successful candidate when filling a vacant position, Regular Seniority shall be the determining factor where two or more candidates are deemed by the Employer to be relatively equal in the ability, skills and qualifications to perform the required duties of the position. All applicants who are covered by this Agreement shall be considered. Where two or more Casual employees are deemed by the Employer to be relatively equal in skills, abilities and qualifications for appointments to temporary vacancies or regular vacancies, the Casual employee with the greater Casual Seniority will be given preference.

- 19.03 (a) Where a successful candidate is a current bargaining unit member having successfully completed a probationary period, the Employee will retain seniority and shall be placed on a trial period for four hundred, ninety five (495) regular hours worked. Conditional on satisfactory performance, the Employee shall be appointed to the position after the trial period.
- (b) If the candidate proves unsatisfactory or chooses to return to their former position within the trial period, the candidate shall be reinstated to their former position and/or status. Other Employees displaced by the reinstatement shall also be reassigned to their former positions and/or status.
- (c) In the event that the candidate proves unsatisfactory or chooses to return to the previous position as set out in (b) above, the candidate who has placed second in the selection process shall be offered the position.

19.04 The name of the successful candidate shall be posted on the Union bulletin board.

## ARTICLE 20 - TECHNOLOGICAL CHANGE

20.01 (a) Where the Employer has determined that specific positions within the bargaining unit are redundant, the Employer will meet and inform the Bargaining Unit representatives on the Labour Management Committee of such redundancies. At such time the Employer shall also suspend the posting of vacancies and the filling of previously posted vacancies.

Any specific information disclosed shall be treated as confidential by both Parties.

(b) Where the number of redundant positions exceeds the number of such vacancies, the Employer shall issue an invitation for expressions of interest for voluntary severance equal to such excess redundant positions in accordance with Article 20.02.

(c) Where:

(i) the number of vacancies equals the number of redundant positions, or;

(ii) the number of vacancies exceeds the number of redundant positions and the Employer has determined which vacancies equal to the number of redundant positions will be posted under this Article 20.01, or;

(iii) where the Employer has identified vacancies equal to the number of redundant positions following a call for volunteer severances the Transition Support Program ("TSP") under Article 20.02 below;

the Employer will post an invitation for forty-eight (48) hours for all Regular Employees to apply for such vacancies. The vacancies will be filled with the most senior applicants who meet the threshold requirements for the positions provided that no employee shall be permitted to apply for, nor be appointed to, a vacancy with a greater number of hours than their current position. Vacancies created by this process will be filled with employees in redundant positions in accordance with Article 20.01 (d) or Article 21.04 (b) (i).

(d) Where, after the process in (c) above is completed, there remain vacancies within the classification or classification group at the site for which the employees in the redundant positions meet the threshold requirements, those employees may transfer to such vacancies or exercise their displacement options under Article 21.04. Vacancies remaining at other sites shall be made available to employees who are in receipt of a lay-off notice under Article 21.00 who meet the threshold requirements of the positions.

20.02 Where there remain redundant positions after all vacancies at the employee's site are filled, and employees will be displaced\laid off, prior to any affected employees being notified, the Employer will meet and inform the Bargaining Unit representatives on the Labour Management Committee of all available options for such affected employees. This information will be provided to the Committee as early as is reasonably possible.

Any specific information disclosed shall be treated as confidential by both Parties.

- (a) Where, under Article 20.01 (b) above, the Employer has determined that there are more redundant positions than vacancies, the Employer shall invite expressions of interest for voluntary severance equal to the number of such excess redundant positions. This shall be in accordance with the Province of Nova Scotia Transition Support Program ("TSP") which shall apply during the term of this agreement. The invitation to TSP severance may be directed to all regular employees in the bargaining unit or to a specific classification or classification group, as determined by the Employer.
- (b) The Employer shall consider the expressions of interest for voluntary severance beginning with the most senior employee. However, the Employer shall only approve such requests where deemed by the Employer to be reasonable and operationally practical after dialogue with the Union.
- (c) Where the Employer accepts the employee's expressed interest in severance, the employee shall be deemed to have voluntarily severed employment and shall forfeit all rights under the Collective Agreement. This severance is not deemed to be a lay off.
- (d) Following the granting of voluntary severances, the Employer shall fill the pre-existing vacancies and those vacancies resulting from voluntary severances up to the number of remaining redundant positions in accordance with Article 20.01 (c) and/or 20.01 (d) above.
- (e) If a vacancy becomes available at the original site within twelve (12) months of a displacement, the displaced employee will have the option to return to their original site and /or classification. The displaced employee may request in writing at the time of the vacancy to be returned to the original site. Subject to operational requirements, the Employer will consider such request.

20.03 Where there remain redundant positions after all vacancies at the employee's site are filled under Article 20.01 (c) and/or (d) above, and employees will be displaced/laid off; prior to any affected employees being notified, the Employer will meet and inform the Bargaining Unit representatives on the Labour Management Committee of all available options for such affected employees. This information will be provided to the Committee as early as is reasonably possible.

Any specific information disclosed shall be treated as confidential by both Parties.

20.04 Where the Employer determines that a displaced employee could meet the threshold requirements of an existing regular vacancy which could not be filled in accordance with Article 20.01, if provided with on-the-job training of up to 150 hours in addition to the usual orientation period, the displaced employee shall be offered the existing regular vacancy with a requirement to complete the training as soon as possible.

## **ARTICLE 21 - LAYOFF, RECALL AND DISPLACEMENT**

Layoff, Recall and Displacement (provisions 21.01 through 21.05, inclusive) are not applicable to a Casual Employee.

21.01 In the event that there remain redundant positions after volunteer severance are granted, employees shall be subject to this Layoff/Recall Displacement Procedure. Employees to be laid off shall normally be laid off in the reverse order of seniority within each classification or classification group, subject to the qualifications and threshold abilities of those remaining employed to perform the available work.

At any of the steps of this Layoff/Recall Displacement Procedure, employees in redundant positions who have received a lay-off notice may accept lay-off or a severance payment pursuant to Article 20.02.

21.02 No new employees shall be hired to a classification or classification group until those laid off in that classification or classification group, have been given the opportunity of recall, subject to the qualifications and threshold abilities of the employees on layoff to perform the available work.

21.03 The Employer shall provide regular employees with not less than ten (10) working days notice of the effective day of layoff. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid in lieu of notice.



21.04 The Employer agrees that in the event of a work force reduction, every effort shall be made to retain employees with greater seniority and threshold ability.

- (a) The employee to be displaced from their position as a result of a redundancy or a work force reduction within a department at the site shall be the employee(s) with the least seniority within the classification to be reduced in the department.
- (b) Any employee in receipt of a lay-off notice shall indicate in writing their preferred option within 24 hours of receipt of their lay-off notice. Where the employee has not chosen lay-off or a severance under the TSP, the employee shall exercise their seniority beginning at any of the following options:
  - i) at the employee's option, be placed in any available vacancy which the Employer has determined is to be filled within the employee's classification or classification group in the bargaining unit at any other Site for which the employee possesses the requisite threshold abilities; or
  - ii) **Option One** - displace the most junior employee within the same classification in another department at that site; or
  - iii) **Option Two** - displace the most junior employee within another classification within the displaced employee's classification group and for which the employee possesses the requisite threshold abilities to do the job at the site; or
  - iv) **Option Three** - displace the most junior employee from another classification within a different classification group at the site and for which the employee possesses the requisite threshold abilities to do the job; or
  - v) **Option Four** - displace the most junior employee within the same classification at any other site; or
  - vi) **Option Five** - displace the most junior employee within another classification within the displaced employee's classification group and for which the employee possesses the requisite threshold abilities to do the job at any other site; or
  - vii) **Option Six** - displace the most junior employee from another classification within a different classification group at any other site and for which the employee possesses the requisite threshold abilities to do the job.

- (c) Employees who are displaced and accept a position into another classification in accordance with Article 21.04 or Article 21.05 (a) or (e) will be placed on the increment rate closest to their current rate.
- 21.05 (a) An employee shall be notified of the opportunity for recall to regular positions in the most expeditious manner possible including telephone, fax and in person. A formal verification in writing will be provided where the initial contact of recall is other than in writing.
- (b) The Employee shall indicate to the Employer within forty-eight hours of receipt of the recall notice, the Employee's intention to accept or decline the recall. If the Employee accepts the recall, the Employee must be available to return to the Employer within two (2) weeks of the notice of recall. If the Employee rejects the opportunity for recall, the Employee shall be continued on the lay-off list.
  - (c) Three (3) successive refusals for recall opportunities to regular positions may result in the Employee being removed from the lay-off/recall list and the forfeiture of all rights under the recall rights of this Collective Agreement.
  - (d) Employees are responsible for leaving their current contact information including address with the Employer.
  - (e) An Employee on lay-off may work shifts on a casual or temporary basis. Such assignments shall not affect the Employees lay-off status. Such time worked shall extend the layoff / recall period as set out in Article 18.05 (d) by the total of the days worked in a casual or temporary position of less than six (6) months. An Employee recalled to a temporary position of greater than six (6) months shall commence a new recall period at the conclusion of the temporary assignment.

## **ARTICLE 22 - PENSION PLAN AND EXTENDED HEALTH BENEFITS (LTD)**

22.01 A spouse, as defined in Article 5.15, shall be recognized by the Employer in accordance with the eligibility provisions within each respective benefit plan provided to employees by the Employer.

22.02 (a) The Employer shall pay fifty percent (50%) of the cost of premiums of the Nova Scotia Association of Health Organizations LTD plan and group life insurance plan. This provision shall apply to Employees who agree to pay the other fifty percent (50%) of the premiums. The Employer shall pay sixty-five percent (65%) of the cost of premiums of the group health plan and of the dental care plan referred to in (b) below. This provision shall

apply to Employees who agree to pay the other thirty-five percent (35%) of the premiums.

(b) **Dental Plan**

The Employer agrees to introduce a dental plan (compulsory participation by all Regular Employees unless with spousal opt out) to become available on July 1<sup>st</sup>, 2002 or within three (3) months of the signing, whichever is later.

- (c) While an Employee is on pregnancy/birth or parental, or adoption leave, the Employer shall permit the Employee to continue participation in the NSAHO Group Health, LTD and Pension Plans (subject to the eligibility provisions of the Plans) provided the Employee agrees to pay the Employee's share of the benefit premium contribution.

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

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

This provision is not applicable to a Casual Employee (except a Casual Employee while in a Temporary Position).

22.03 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.

22.04 (a) 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 as determined by the LTD Program.

- (b) Subject to the Plan requirements, the Employee may continue to participate in the Benefit Plans provided the Employee agrees to pay the employee share of the benefit premium contribution. 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. If the Employee remains in receipt of Long Term Disability

benefits after the thirty (30) months from the date of absence, 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.

22.05 Vacancies that arise as a result of an employee on LTD will be filled on a temporary basis in accordance with the collective agreement. The Employer will make an assessment for each individual on LTD. The determination will include an evaluation of the available independent, objective medical documentation for each employee on LTD. Where the Employer determines, and no later than thirty- six (36) months after an employee is on LTD, such vacancy shall be posted as a regular position in accordance with the collective agreement.

22.06 When an employee's position has been posted as a regular position in accordance with Article 22.05, the employee shall be considered to be laid off in accordance with the provisions of Article 21.05 for the purposes of employment with the Employer and their rights to positions when returning from LTD. For greater certainty, the Employer will offer available positions to an employee returning from LTD subject to the employee's abilities and qualifications for the available positions.

## **ARTICLE 23 - UNIFORMS AND LAUNDRY**

The provisions of Article 23 are not applicable to a Casual Employee.

23.01 Uniforms shall be supplied by the Employer as required.

23.02 (a) Employees required to work in the open in inclement weather shall be supplied with reasonable protective clothing.

» (b) **Safety Footwear**  
If the employee is required by the Employer to wear safety steel-toed footwear, the employee shall be reimbursed actual reasonable costs for such footwear as needed to a maximum of \$150 per year, tax included.

23.03 Where feasible and economically efficient, protective clothing and uniforms shall be Union made in Canada.

23.04 Where Employer laundry facilities are available, Employees shall have the option to launder their uniforms themselves at their own expense, or have the Employer launder the uniforms at no cost to the employees.

## » **ARTICLE 24 - RETIREMENT ALLOWANCE**

- 24.01 (a) An Employee who retires because of age, or mental or physical incapacity, in accordance with the terms of the Canada Pension Plan or the NSAHO Pension Plan, or is terminated in accordance with the NSAHO Long Term Disability Plan shall be granted a Retirement Allowance the equivalent of one (1) week of pay for each complete year of service to a maximum of twenty-six (26) weeks of pay.
- (b)
- (i) The hourly rate which shall be used to calculate the amount of Retirement Allowance in accordance with this Article shall be the regular hourly rate of the regular classification held by the Employee prior to the termination of employment. In the event of the death of an Employee, the allowance will be paid to the Employee's estate unless the Employee indicates to the Employer in writing that the allowance is to be otherwise paid out.
  - (ii) A complete year shall mean 1950 regular hours paid. A month shall mean 162.5 regular hours paid. Employees working less than full-time during his/her employment shall have his/her retirement allowance pro-rated in direct proportion to the total of the regular hours paid during his/her length of service. Service shall not be pro-rated.
- (c) Where an Employee dies and he/she would have been entitled to receive a Retirement Allowance as if he/she had retired from the Employer immediately before his/her death, the Retirement Allowance to which he/she is entitled shall be paid to the Employee's estate unless the Employee had indicated to the Employer in writing that the allowance is to be otherwise paid out.

This provision is not applicable to a casual employee.

## **ARTICLE 25 - STAFF DEVELOPMENT**

The provisions of Article 25 are not applicable to a Casual Employee.

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

- (c) Copies of all current position descriptions shall be forwarded to the Union upon signing of this Agreement. Thereafter, all revised positions descriptions shall be provided to the Union within fifteen (15) days of revision.
- (d) The parties to this agreement recognize the value of providing ongoing training and development to all employees.

The Employer may determine that a particular course or training opportunity would be of value to a particular employee or group of employees for reasons such as workplace needs, employee requirements, and to maintain and improve employee proficiency. The Employer may direct one or more employees to attend such training as it deems necessary.

Other training opportunities for employees in a particular unit or department will arise from time to time. Where such opportunities arise, if the Employer does not identify one or more employees to attend for reasons as outlined above, the Employer will offer such opportunities to all relevant employees in the unit or department. Approval to attend such opportunities will be based on eligibility to attend, relevance and equity of training opportunities.

25.02 Each new Employee will receive orientation to the job. The Employer will provide an in service program focused on the needs of the Employer and the staff.

**25.03 Licensing Body Dues Deduction**

The Employer shall deduct the annual professional registration dues paid by employees from the salary of the employee. It is the responsibility of the employee to ensure that all registration information is currently submitted to their association within the submission deadline. This provision shall apply to Local 4600 only.

25.04 Notice of any disciplinary action, other than terminations or suspensions without pay, shall be removed from the employee's file after the expiration of two (2) years from the date it was issued, provided there has not been any further infractions of a similar nature.

25.05 Employees will be permitted to enrol in a salary deferral program which will allow Employees to defer a portion of their salary in order to take paid time off work for a period of up to one (1) year. The terms of the Deferred Salary Leave Plan are detailed in Appendix "E".

## **ARTICLE 26 - HEALTH AND SAFETY**

26.01 The Employer recognizes the value of a safe workplace and as such is committed to the provisions of the *Occupational Health and Safety Act*.

26.02 (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.

## **ARTICLE 27 - SUBSTANCE ABUSE**

27.01 Substance abuse is recognized to be a serious medical and social problem that can affect Employees. The Employer and the Union have a strong interest in encouraging early treatment and assisting Employees towards full rehabilitation.

27.02 The Employer will provide a comprehensive approach towards dealing with substance abuse. Employer assistance will include referral of Employees to appropriate counselling services or treatment and rehabilitation facilities.

## **ARTICLE 28 - RELOCATION OF WORK**

28.01 Where the Employer requires work to be permanently relocated from one site to another site, and the Employees performing the work express their desire to remain at their current site, the Employer will invite expressions of interest from other employees at the site who are qualified to perform such work. Preference for transfer will be given to the most senior such employees and their former positions will be filled with the most junior qualified employees at the site. Otherwise the most junior employees qualified to perform such work will be transferred.

28.02 In the event an Employee is transferred pursuant to Article 28.01 that employee has the right to exercise their right to displace in accordance with Article 21.04 (b)(ii)-(vii), inclusive.

28.03 If a position becomes available at the original site within twelve (12) months, an employee relocated in accordance with Article 28.01 may request in writing at the time of the posting to be returned to their original site and /or classification. Subject to operational requirements, the Employer will consider such request.

## **ARTICLE 29 - LPN's and CCA's**

29.01 No Continuing Care Assistant (CCA) positions will replace the LPN positions in any acute care nursing units.

## **ARTICLE 30 - ADDITIONAL SHIFTS FOR PART-TIME EMPLOYEES**

- 30.01 (a) Additional shifts will be awarded on the basis of seniority.
- (b) All part-time employees shall indicate to the Employer in writing on the form annexed as Appendix "C" (or any revised form provided by the Employer) whether or not the employee is interested in the assignment of Additional Shifts beyond her or his designation as a percentage of full-time hours and their availability for such work. Only when the Part-Time Employee has expressed an interest, the Part-Time Employee may be assigned to Additional Shifts at their site or, by mutual agreement between the employee and the Employer, at any other site. Any changes to the availability of the Part-Time Employee must be requested in writing; such request is subject to approval by the Employer. Upon approval, the revised availability will come into effect for the next applicable posted schedule.
- (c) Relief Shifts will be offered to available part-time employees and to available casual employees who have indicated an interest in Relief Shifts at their Site, or, with mutual agreement between the Union and the Employer, may be offered at another Site or Sites. Relief Shifts becoming available at least forty-eight (48) hours prior to commencement of the Relief Shift will be offered to Part-time employees except where there are no available Part-time employees in which case Casual employees will be offered such shifts. Where Relief Shifts become available on less than forty-eight (48) hours notice such Relief Shifts will be offered to available Part-time or Casual employees on an equitable basis.
- (d) Part-time employees shall not be assigned to work Additional or Relief Shifts that would result in the employee working in excess of seventy-five (75) hours in a bi-weekly pay period. Part-time employees shall notify the Employer when the proposed assignment places them in an overtime situation.
- (e) Regular part-time Employees shall not be eligible for overtime compensation or call back premiums for Additional or Relief Shifts worked, except when the hours worked exceed seven and one half (7.5) hours per shift or seventy five (75) hours biweekly (in the case of eleven and one quarter (11.25) hour shift Employees - eleven and one quarter (11.25) hours per shift or seventy five (75) hours biweekly).



## **ARTICLE 31 – TWELVE HOUR SHIFT**

***(Note: See Memorandum of Agreement Appendix ‘B’)***

## **ARTICLE 32 - PRIVATE VEHICLE USE**

The provisions of Article 32 are not applicable to a Casual Employee.

32.01 An employee who is authorized to use a privately owned automobile on the Employer’s business shall be reimbursed in accordance with the Employer’s Travel Policy, provided that such reimbursement will not be less than the base Provincial Civil Service rate as adjusted from time to time.

The effective date for immediate change will be the date of signing. For future changes to the provincial rate, the effective rate for changes will be the date of the announcement of such change by government.

32.02 Employees required by the Employer to leave their home department to provide services in other sites (excluding Additional and/or Relief Shifts accepted by employees) will be reimbursed the kilometre rate under Article 32.01. This provision does not apply to Casual Employees.

## **ARTICLE 33 - WORKER’S COMPENSATION**

Provisions 33.01 (b) (i)-(iv) are not applicable to a Casual employee (except a Casual employee while in a Temporary position). However, a Casual employee may otherwise be eligible for Workers’ Compensation Benefits.

### **33.01 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 33.01 (b)(i).

A Regular 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.

» **ARTICLE 34 - RETROACTIVITY**

» 34.01 Wages shall be effective on the dates specified in the Collective Agreement or in Appendix "A". All other benefits and provisions (including new or altered premium provisions) become effective on the date of ratification.

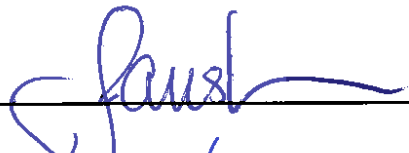

» **ARTICLE 35 - DURATION OF AGREEMENT**




»35.01 This Agreement shall remain in full force and effect until and including October 31, 2014 and shall be renewed automatically from year to year thereafter unless one of the parties gives to the other party at least one hundred, twenty (120) days before expiration of the Agreement, notice of its intention to terminate or seek amendments to this Agreement.

**SIGNED ON BEHALF OF:**

**Cape Breton District  
Health Authority:**

**National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada):**

  
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DATED THIS 17<sup>th</sup> DAY OF August, 2012 AND SIGNED  
IN Sydney, NOVA SCOTIA.

» **APPENDIX “A”**  
**FINANCIAL SETTLEMENT AND WAGE APPENDICES**

**Bargaining Unit: Local 4603 - SERVICE**

**1. TERM**

Three year term from November 1, 2011 – October 31, 2014.

**2. ECONOMIC INCREASES**

Economic Increases as follows:

November 1, 2011 2.0%

November 1, 2012 2.5%

November 1, 2013 3.0%

**3. RETROACTIVITY**

Wage Rates are retroactive. All other terms of the agreement are effective on date of ratification unless otherwise noted.

**Cape Breton District Health Authority  
CAW Local 4603 Service Bargaining Unit  
Wage Appendix 'A'**

<b>Position</b>	<b>Pay Grade</b>	<b>Effective Date</b>	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>	<b>After 3 years</b>	<b>After 4 years</b>
<b>Carpenter</b>	<b>SVC036</b>	<b>Oct. 31-11</b>	21.9082	22.4097	22.8941	23.5287	
		Expired rate	\$42,721	\$43,699	\$44,644	\$45,881	
		<b>Nov.01-11</b>	22.3464	22.8579	23.3520	23.9993	
			\$43,575	\$44,573	\$45,536	\$46,799	
		<b>Nov.01-12</b>	22.9050	23.4293	23.9358	24.5993	
			\$44,665	\$45,687	\$46,675	\$47,969	
		<b>Nov. 01-13</b>	23.5922	24.1322	24.6539	25.3372	
			\$46,005	\$47,058	\$48,075	\$49,408	
<b>Cashier - Coffee Cart</b>	<b>SVC014</b>	<b>Oct. 31-11</b>	15.5417	15.8285	16.1446	16.4620	16.7787
		Expired rate	\$30,306	\$30,866	\$31,482	\$32,101	\$32,718
		<b>Nov.01-11</b>	15.8525	16.1451	16.4675	16.7912	17.1143
			\$30,912	\$31,483	\$32,112	\$32,743	\$33,373
		<b>Nov.01-12</b>	16.2488	16.5487	16.8792	17.2110	17.5421
			\$31,685	\$32,270	\$32,914	\$33,561	\$34,207
		<b>Nov. 01-13</b>	16.7363	17.0452	17.3856	17.7274	18.0684
			\$32,636	\$33,238	\$33,902	\$34,568	\$35,233

<b>Position</b>	<b>Pay Grade</b>	<b>Effective Date</b>	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>	<b>After 3 years</b>	<b>After 4 years</b>
<b>Cook's Helper</b>	<b>SVC026</b>	<b>Oct. 31-11</b>	17.5415	17.9317	18.3217	18.9059	19.4912
		Expired rate	\$34,206	\$34,967	\$35,727	\$36,867	\$38,008
		<b>Nov.01-11</b>	17.8923	18.2903	18.6881	19.2840	19.8810
			\$34,890	\$35,666	\$36,442	\$37,604	\$38,768
<b>Cook's Helper</b>	<b>SVC026</b>	<b>Nov.01-12</b>	18.3396	18.7476	19.1553	19.7661	20.3780
			\$35,762	\$36,558	\$37,353	\$38,544	\$39,737
		<b>Nov. 01-13</b>	18.8898	19.3100	19.7300	20.3591	20.9894
			\$36,835	\$37,655	\$38,473	\$39,700	\$40,929
<b>Electrical Technologist</b>	<b>SVC050</b>	<b>Oct. 31-11</b>	27.5016	28.5585	29.6559		
		Expired rate	\$53,628	\$55,689	\$57,829		
		<b>Nov.01-11</b>	28.0516	29.1297	30.2490		
			\$54,701	\$56,803	\$58,986		
<b>Electrical Technologist</b>	<b>SVC050</b>	<b>Nov.01-12</b>	28.7529	29.8579	31.0052		
			\$56,068	\$58,223	\$60,460		
		<b>Nov. 01-13</b>	29.6155	30.7536	31.9354		
			\$57,750	\$59,970	\$62,274		

<b>Position</b>	<b>Pay Grade</b>	<b>Effective Date</b>	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>	<b>After 3 years</b>	<b>After 4 years</b>
<b>Electrician</b>	<b>SVC044</b>	<b>Oct. 31-11</b>	22.2838	23.4069	24.0656	25.7086	26.5180
		Expired rate	\$43,453	\$45,643	\$46,928	\$50,132	\$51,710
		<b>Nov.01-11</b>	22.7295	23.8750	24.5469	26.2228	27.0484
			\$44,322	\$46,556	\$47,866	\$51,134	\$52,744
		<b>Nov.01-12</b>	23.2977	24.4719	25.1606	26.8783	27.7246
			\$45,431	\$47,720	\$49,063	\$52,413	\$54,063
		<b>Nov. 01-13</b>	23.9966	25.2061	25.9154	27.6847	28.5563
			\$46,793	\$49,152	\$50,535	\$53,985	\$55,685
<b>Food Services Driver</b>	<b>SVC022</b>	<b>Oct. 31-11</b>	17.2833	17.6119			
		Expired rate	\$33,703	\$34,343			
		<b>Nov.01-11</b>	17.6290	17.9641			
			\$34,376	\$35,030			
		<b>Nov.01-12</b>	18.0697	18.4132			
			\$35,236	\$35,906			
		<b>Nov. 01-13</b>	18.6118	18.9656			
			\$36,293	\$36,983			

<b>Position</b>	<b>Pay Grade</b>	<b>Effective Date</b>	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>	<b>After 3 years</b>	<b>After 4 years</b>
<b>Laundry Worker</b>	<b>SVC007</b>	<b>Oct. 31-11</b>	15.1640	15.4531	15.7417		
		Expired rate	\$29,570	\$30,134	\$30,696		
		<b>Nov.01-11</b>	15.4673	15.7622	16.0565		
			\$30,161	\$30,736	\$31,310		
		<b>Nov.01-12</b>	15.8540	16.1562	16.4579		
			\$30,915	\$31,505	\$32,093		
		<b>Nov. 01-13</b>	16.3296	16.6409	16.9517		
			\$31,843	\$32,450	\$33,056		
<b>Laundry Van Driver</b>	<b>SVC023</b>	<b>Oct. 31-11</b>	17.2833	17.6119			
		Expired rate	\$33,703	\$34,343			
		<b>Nov.01-11</b>	17.6290	17.9641			
			\$34,376	\$35,030			
		<b>Nov.01-12</b>	18.0697	18.4132			
			\$35,236	\$35,906			
		<b>Nov. 01-13</b>	18.6118	18.9656			
			\$36,293	\$36,983			



<b>Position</b>	<b>Pay Grade</b>	<b>Effective Date</b>	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>	<b>After 3 years</b>	<b>After 4 years</b>
<b>Laundry Washer</b>	<b>SVC013</b>	<b>Oct. 31-11</b>	15.5353	15.8291	16.1446	16.4620	16.7787
		Expired rate	\$30,294	\$30,867	\$31,482	\$32,101	\$32,718
		<b>Nov.01-11</b>	15.8460	16.1457	16.4675	16.7912	17.1143
			\$30,900	\$31,484	\$32,112	\$32,743	\$33,373
<b>Laundry Washer</b>	<b>SVC013</b>	<b>Nov.01-12</b>	16.2422	16.5493	16.8792	17.2110	17.5421
			\$31,672	\$32,271	\$32,914	\$33,561	\$34,207
		<b>Nov. 01-13</b>	16.7294	17.0458	17.3856	17.7274	18.0684
			\$32,622	\$33,239	\$33,902	\$34,568	\$35,233
<b>Linen Transporter</b>	<b>SVC001</b>	<b>Oct. 31-11</b>	14.7048	15.0526	15.4004		
		Expired rate	\$28,674	\$29,352	\$30,031		
		<b>Nov.01-11</b>	14.9989	15.3537	15.7084		
			\$29,248	\$29,940	\$30,631		
<b>Linen Transporter</b>	<b>SVC001</b>	<b>Nov.01-12</b>	15.3739	15.7375	16.1011		
			\$29,979	\$30,688	\$31,397		
		<b>Nov. 01-13</b>	15.8351	16.2096	16.5842		
			\$30,878	\$31,609	\$32,339		

<b>Position</b>	<b>Pay Grade</b>	<b>Effective Date</b>	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>	<b>After 3 years</b>	<b>After 4 years</b>
<b>Maintenance II</b>	<b>SVC035</b>	<b>Oct. 31-11</b>	20.8226	21.4015			
		Expired rate	\$40,604	\$41,733			
		<b>Nov.01-11</b>	21.2391	21.8295			
			\$41,416	\$42,568			
		<b>Nov.01-12</b>	21.7700	22.3753			
			\$42,452	\$43,632			
		<b>Nov. 01-13</b>	22.4231	23.0465			
			\$43,725	\$44,941			
<b>Maintenance Man 1 (MM1)</b>	<b>SVC020</b>	<b>Oct. 31-11</b>	17.2837	17.6121			
		Expired rate	\$33,703	\$34,344			
		<b>Nov.01-11</b>	17.6294	17.9643			
			\$34,377	\$35,030			
		<b>Nov.01-12</b>	18.0701	18.4135			
			\$35,237	\$35,906			
		<b>Nov. 01-13</b>	18.6122	18.9659			
			\$36,294	\$36,983			

<b>Position</b>	<b>Pay Grade</b>	<b>Effective Date</b>	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>	<b>After 3 years</b>	<b>After 4 years</b>
<b>Painter - Plasterer</b>	<b>SVC034</b>	<b>Oct. 31-11</b>	20.2437	20.8226			
		Expired rate	\$39,475	\$40,604			
		<b>Nov.01-11</b>	20.6486	21.2391			
			\$40,265	\$41,416			
		<b>Nov.01-12</b>	21.1648	21.7700			
			\$41,271	\$42,452			
		<b>Nov. 01-13</b>	21.7997	22.4231			
			\$42,509	\$43,725			
<b>Plant Engineer</b>	<b>SVC047</b>	<b>Oct. 31-11</b>	24.3450	24.5765			
		Expired rate	\$47,473	\$47,924			
		<b>Nov.01-11</b>	24.8319	25.0680			
			\$48,422	\$48,883			
		<b>Nov.01-12</b>	25.4527	25.6947			
			\$49,633	\$50,105			
		<b>Nov. 01-13</b>	26.2163	26.4656			
			\$51,122	\$51,608			

<b>Position</b>	<b>Pay Grade</b>	<b>Effective Date</b>	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>	<b>After 3 years</b>	<b>After 4 years</b>
<b>Plumber</b>	<b>SVC040</b>	<b>Oct. 31-11</b>	22.2836	23.4079	24.0653	25.7087	26.5204
		Expired rate	\$43,453	\$45,645	\$46,927	\$50,132	\$51,715
		<b>Nov.01-11</b>	22.7293	23.8761	24.5466	26.2229	27.0508
			\$44,322	\$46,558	\$47,866	\$51,135	\$52,749
<b>Plumber</b>	<b>SVC040</b>	<b>Nov.01-12</b>	23.2975	24.4730	25.1603	26.8784	27.7271
			\$45,430	\$47,722	\$49,063	\$52,413	\$54,068
		<b>Nov. 01-13</b>	23.9964	25.2071	25.9151	27.6848	28.5589
			\$46,793	\$49,154	\$50,534	\$53,985	\$55,690
<b>Porter-Combo Porter</b>	<b>SVC009</b>	<b>Oct. 31-11</b>	15.5116	15.8290	16.1445	16.4618	16.7784
		Expired rate	\$30,248	\$30,867	\$31,482	\$32,100	\$32,718
		<b>Nov.01-11</b>	15.8218	16.1456	16.4674	16.7910	17.1140
			\$30,853	\$31,484	\$32,111	\$32,743	\$33,372
<b>Porter-Combo Porter</b>	<b>SVC009</b>	<b>Nov.01-12</b>	16.2174	16.5492	16.8791	17.2108	17.5418
			\$31,624	\$32,271	\$32,914	\$33,561	\$34,207
		<b>Nov. 01-13</b>	16.7039	17.0457	17.3854	17.7271	18.0681
			\$32,573	\$33,239	\$33,902	\$34,568	\$35,233

<b>Position</b>	<b>Pay Grade</b>	<b>Effective Date</b>	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>	<b>After 3 years</b>	<b>After 4 years</b>
<b>Power Engineer</b>	<b>SVC037</b>	<b>Oct. 31-11</b>	21.9819	22.2472	22.3807		
		Expired rate	\$42,865	\$43,382	\$43,642		
		<b>Nov.01-11</b>	22.4215	22.6921	22.8283		
			\$43,722	\$44,250	\$44,515		
<b>Power Engineer - 2nd Standard Certification</b>	<b>SVC048</b>	<b>Nov.01-12</b>	22.9821	23.2594	23.3990		
			\$44,815	\$45,356	\$45,628		
		<b>Nov. 01-13</b>	23.6715	23.9572	24.1010		
			\$46,160	\$46,717	\$46,997		
<b>Power Engineer - 2nd Standard Certification</b>	<b>SVC048</b>	<b>Oct. 31-11</b>	25.3844	26.1967	27.0084	27.8406	28.6541
		Expired rate	\$49,500	\$51,084	\$52,666	\$54,289	\$55,876
		<b>Nov.01-11</b>	25.8921	26.7206	27.5486	28.3974	29.2272
			\$50,490	\$52,105	\$53,720	\$55,375	\$56,993
<b>Power Engineer - 2nd Standard Certification</b>	<b>SVC048</b>	<b>Nov.01-12</b>	26.5394	27.3886	28.2373	29.1073	29.9579
			\$51,752	\$53,408	\$55,063	\$56,759	\$58,418
		<b>Nov. 01-13</b>	27.3356	28.2103	29.0844	29.9806	30.8566
			\$53,304	\$55,010	\$56,715	\$58,462	\$60,170

<b>Position</b>	<b>Pay Grade</b>	<b>Effective Date</b>	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>	<b>After 3 years</b>	<b>After 4 years</b>
<b>Power Engineer - 3rd Standard Certification</b>	<b>SVC046</b>	<b>Oct. 31-11</b>	24.3240	24.5908	24.7234		
		Expired rate	\$47,432	\$47,952	\$48,211		
		<b>Nov.01-11</b>	24.8105	25.0826	25.2179		
			\$48,380	\$48,911	\$49,175		
<b>Power Engineer - 3rd Standard Certification</b>	<b>SVC046</b>	<b>Nov.01-12</b>	25.4307	25.7097	25.8483		
			\$49,590	\$50,134	\$50,404		
		<b>Nov. 01-13</b>	26.1937	26.4810	26.6238		
			\$51,078	\$51,638	\$51,916		
<b>Power Engineer - 4th Standard Certification</b>	<b>SVC038</b>	<b>Oct. 31-11</b>	22.9862	23.1475	23.3850		
		Expired rate	\$44,823	\$45,138	\$45,601		
		<b>Nov.01-11</b>	23.4459	23.6105	23.8527		
			\$45,720	\$46,040	\$46,513		
<b>Power Engineer - 4th Standard Certification</b>	<b>SVC038</b>	<b>Nov.01-12</b>	24.0321	24.2007	24.4490		
			\$46,863	\$47,191	\$47,676		
		<b>Nov. 01-13</b>	24.7530	24.9267	25.1825		
			\$48,268	\$48,607	\$49,106		

<b>Position</b>	<b>Pay Grade</b>	<b>Effective Date</b>	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>	<b>After 3 years</b>	<b>After 4 years</b>
<b>Sheet Metal</b>	<b>SVC042</b>	<b>Oct. 31-11</b>	22.2836	23.4079	24.0653	25.7087	26.5204
		Expired rate	\$43,453	\$45,645	\$46,927	\$50,132	\$51,715
		<b>Nov.01-11</b>	22.7293	23.8761	24.5466	26.2229	27.0508
			\$44,322	\$46,558	\$47,866	\$51,135	\$52,749
		<b>Nov.01-12</b>	23.2975	24.4730	25.1603	26.8784	27.7271
			\$45,430	\$47,722	\$49,063	\$52,413	\$54,068
		<b>Nov. 01-13</b>	23.9964	25.2071	25.9151	27.6848	28.5589
			\$46,793	\$49,154	\$50,534	\$53,985	\$55,690
<b>Staff Cook 1</b>	<b>SVC025</b>	<b>Oct. 31-11</b>	17.5423	17.9317	18.3217	18.9058	19.4912
		Expired rate	\$34,207	\$34,967	\$35,727	\$36,866	\$38,008
		<b>Nov.01-11</b>	17.8931	18.2903	18.6881	19.2839	19.8810
			\$34,892	\$35,666	\$36,442	\$37,604	\$38,768
		<b>Nov.01-12</b>	18.3405	18.7476	19.1553	19.7660	20.3780
			\$35,764	\$36,558	\$37,353	\$38,544	\$39,737
		<b>Nov. 01-13</b>	18.8907	19.3100	19.7300	20.3590	20.9894
			\$36,837	\$37,655	\$38,473	\$39,700	\$40,929

<b>Position</b>	<b>Pay Grade</b>	<b>Effective Date</b>	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>	<b>After 3 years</b>	<b>After 4 years</b>
<b>Staff Cook 2</b>	<b>SVC029</b>	<b>Oct. 31-11</b>	17.6396	18.2414	18.8425	19.4437	20.0455
		Expired rate	\$34,397	\$35,571	\$36,743	\$37,915	\$39,089
		<b>Nov.01-11</b>	17.9924	18.6062	19.2194	19.8326	20.4464
			\$35,085	\$36,282	\$37,478	\$38,674	\$39,870
<b>Staff Cook 2</b>	<b>SVC029</b>	<b>Nov.01-12</b>	18.4422	19.0714	19.6998	20.3284	20.9576
			\$35,962	\$37,189	\$38,415	\$39,640	\$40,867
		<b>Nov. 01-13</b>	18.9955	19.6435	20.2908	20.9382	21.5863
			\$37,041	\$38,305	\$39,567	\$40,830	\$42,093
<b>Staff Cook 3 Baker</b>	<b>SVC033</b>	<b>Oct. 31-11</b>	19.0390	19.6091	20.1686	20.7276	21.2870
		Expired rate	\$37,126	\$38,238	\$39,329	\$40,419	\$41,510
		<b>Nov.01-11</b>	19.4198	20.0013	20.5720	21.1422	21.7127
			\$37,869	\$39,002	\$40,115	\$41,227	\$42,340
<b>Staff Cook 3 Baker</b>	<b>SVC033</b>	<b>Nov.01-12</b>	19.9053	20.5013	21.0863	21.6707	22.2556
			\$38,815	\$39,978	\$41,118	\$42,258	\$43,398
		<b>Nov. 01-13</b>	20.5024	21.1164	21.7189	22.3208	22.9232
			\$39,980	\$41,177	\$42,352	\$43,526	\$44,700



<b>Position</b>	<b>Pay Grade</b>	<b>Effective Date</b>	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>	<b>After 3 years</b>	<b>After 4 years</b>
<b>Utility Food Worker Rural</b>	<b>SVC003</b>	<b>Oct. 31-11</b>	14.8039	15.1124	15.4204		
		Expired rate	\$28,868	\$29,469	\$30,070		
		<b>Nov.01-11</b>	15.1000	15.4146	15.7288		
			\$29,445	\$30,059	\$30,671		
		<b>Nov.01-12</b>	15.4775	15.8000	16.1220		
			\$30,181	\$30,810	\$31,438		
		<b>Nov. 01-13</b>	15.9418	16.2740	16.6057		
			\$31,087	\$31,734	\$32,381		
<b>Utility Worker Environment</b>	<b>SVC003</b>	<b>Oct. 31-11</b>	14.8039	15.1124	15.4204		
		Expired rate	\$28,868	\$29,469	\$30,070		
		<b>Nov.01-11</b>	15.1000	15.4146	15.7288		
			\$29,445	\$30,059	\$30,671		
		<b>Nov.01-12</b>	15.4775	15.8000	16.1220		
			\$30,181	\$30,810	\$31,438		
		<b>Nov. 01-13</b>	15.9418	16.2740	16.6057		
			\$31,087	\$31,734	\$32,381		

<b>Position</b>	<b>Pay Grade</b>	<b>Effective Date</b>	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>	<b>After 3 years</b>	<b>After 4 years</b>
<b>Utility Worker Food</b>	<b>SVC003</b>	<b>Oct. 31-11</b>	14.8039	15.1124	15.4204		
		Expired rate	\$28,868	\$29,469	\$30,070		
		<b>Nov.01-11</b>	15.1000	15.4146	15.7288		
			\$29,445	\$30,059	\$30,671		
<b>Utility Worker Food</b>	<b>SVC003</b>	<b>Nov.01-12</b>	15.4775	15.8000	16.1220		
			\$30,181	\$30,810	\$31,438		
		<b>Nov. 01-13</b>	15.9418	16.2740	16.6057		
			\$31,087	\$31,734	\$32,381		
<b>Watchman Night</b>	<b>SVC020</b>	<b>Oct. 31-11</b>	17.2837	17.6121			
		Expired rate	\$33,703	\$34,344			
		<b>Nov.01-11</b>	17.6294	17.9643			
			\$34,377	\$35,030			
<b>Watchman Night</b>	<b>SVC020</b>	<b>Nov.01-12</b>	18.0701	18.4135			
			\$35,237	\$35,906			
		<b>Nov. 01-13</b>	18.6122	18.9659			
			\$36,294	\$36,983			

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**Cape Breton District Health Authority (DHA 8)**

**AND**

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4603**

**RE: PIO RATES**

**WHEREAS** the Parties entered into a financial settlement agreement (Appendix "A" Financial Settlement) in the expired collective agreement (i.e. April 1, 2004 – March 31, 2006) which provided for the financial settlement terms for employees;

**AND WHEREAS** the Union requested and the Employers agreed to commence negotiations from a reference point that is consistent with rates elsewhere within the healthcare system in Nova Scotia.

**NOW THEREFORE** the Parties Agree that:

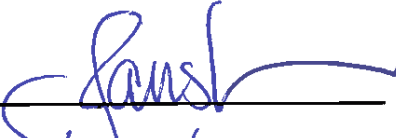

Retroactive to April 1, 2006, Employees who were under Present Incumbent Only status (i.e. where the employee's rate of pay exceeds the pay rate for their classification) as of April 1, 2004 shall have their Present Incumbent Only rates adjusted by 2.9% plus 2.9% less any adjustments which were made to their rates between April 1, 2004 and March 31, 2006.

Any adjustments made above, will be the reference point for any negotiated wage increases during this round of negotiations.

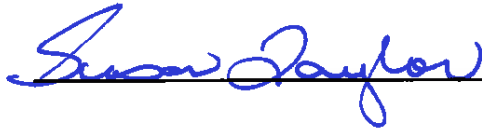
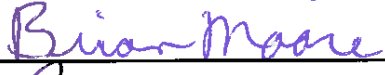

Employees currently under Present Incumbent Only ("PIO") status may advance, through the granting of increments in accordance with the collective agreement, to the maximum salary for the position and classification applicable immediately prior to their designation as PIO'd employees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this 17<sup>th</sup> day of August, 2012.

**Cape Breton District  
Health Authority:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada):**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**Cape Breton District Health Authority (DHA 8)**

**AND**

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4603**



**RE: PARITY MAINTENANCE**

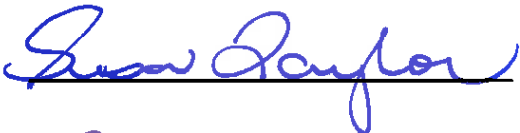
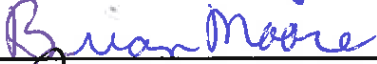

Where bargained classification adjustments or reclassifications involving classifications at CDHA are implemented, and where the rationale or justification for such classifications is the same for like titled classifications in this agreement and where wage parity existed before the adjustments, wage parity will be maintained. The effective date for any change to a CAW classification required to maintain parity as a result of a bargained classification adjustment will be the same date as provided at CDHA. The effective date for any change to a CAW classification required to maintain parity will occur on the date that the change in duties resulting in the reclassification was implemented in this bargaining unit. This process expressly excludes Market Adjustments and General Economic Increases.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this 17<sup>th</sup> day of August, 2012.

**Cape Breton District  
Health Authority:**

**National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada):**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
  
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\_\_\_\_\_

**APPENDIX “B”  
LETTER OF UNDERSTANDING  
12 hour Shifts**

*The parties agree that the following provisions shall apply to employees working 12 hour shifts.*

**Section 1**

*The following provisions shall replace the numbered equivalent in the Collective Agreement:*

- 9.06 (a) *Except where otherwise provided under Article 9.01 (d), time worked in excess of the regular shift of eleven and one-quarter (11.25) or more hours shall be paid at the rate of one and one-half times (1.5x) the Employee’s regular rate of pay for the first four (4) continuous hours of such overtime worked and at the rate of two times (2x) the Employee’s regular rate of pay for the overtime hours worked in excess of four (4) continuous hours. Except where otherwise provided under Article 9.01 (d), time worked in excess of seventy-five (75) hours per bi-weekly pay period shall be paid at the rate of one and one-half times (1.5x) the Employee’s regular rate of pay.*
- 9.12 *Employees will be provided with a meal voucher where cafeteria services are available or, where such services are not available, a meal allowance of eight dollars (\$8.00) after having worked overtime in excess of four (4) continuous hours beyond a regularly scheduled eleven and one quarter (11.25) hour shift.*
- 10.03 (a) *If an employee works an eleven and one quarter (11.25) shift on the calendar date of a holiday listed in Article 10.01, the employee will be compensated at the rate of one and one-half times the employee’s regular hourly rate for the hours worked. The method of compensation shall be pay or time off to be determined by the Employee.*
- 10.08 *Employees required to work beyond the regular eleven and one quarter (11.25) hours shift hours for a shift commencing on the calendar date of a Holiday shall receive compensation at the rate of two times (2 x) the Employees regular hourly rate of pay for all hours worked beyond the shift.*
- 11.01 (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. Employee 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.

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

- (a) Effective the date of hire, vacation shall accumulate at the rate of one (1) hour of vacation credit for each seventeen-point-three-three (17.33) regular hours paid to a maximum of one hundred twelve point five (112.5) hours.
- (b) Effective on the commencement of the fifth (5th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each thirteen (13.00) regular hours paid to a maximum of one hundred and fifty (150) hours.
- (c) Effective on the commencement of the fifteenth (15th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each ten-point- four-zero (10.40) regular hours paid to a maximum of one hundred and eighty seven point five 187.5 hours.
- (d) Effective on the commencement on the twenty-fifth (25<sup>th</sup>) year of service vacation shall accumulate at the rate of one (1) hour of vacation credit for each 8.66 regular hours paid to a maximum of two hundred and twenty-five (225) hours.
- (e) Any employee currently receiving any greater benefit under this Article will not be reduced.

## **Section 2**

The following provisions shall be in addition to the numbered equivalent in the Collective Agreement:

- 9.01 (a) The Employer shall provide two (2) fifteen (15) minute rest periods to employees on the (8) hour shift and three (3) fifteen (15) minutes rest periods to employees on a twelve (12) hour shift.

Termination of a twelve (12) hour shift rotation shall normally require an advance notice of sixty (60) calendar days by either party.

**APPENDIX "C"**  
**PART-TIME EMPLOYEES - AVAILABILITY**

**(Article 30) – CAW Collective Agreement**

Name: \_\_\_\_\_ Dept/Program: \_\_\_\_\_

Position/Classification: \_\_\_\_\_ Site: \_\_\_\_\_

**Article 30 requires each regular part-time employee to indicate their availability and commitment to perform Additional Shifts for the Employer.**

**To fulfill the requirement of Article 30, please enter the following information:**

**A.** Your current Full Time Equivalent ("FTE") status is \_\_\_\_\_ (\_\_\_\_\_ hours bi-weekly).

**Select B or C below**

**B.** \_\_\_\_\_ I am available to work up to an additional \_\_\_\_\_ scheduled hours per pay period.

Total Regular Scheduled Hours (ie. as per FTE Status)  
Plus Maximum Available Hours \_\_\_\_\_  
*(Not to exceed 75 hours per bi-weekly pay period)*

**OR**

**C.** \_\_\_\_\_ I am not available to work additional hours beyond my FTE status.

**Article 30 requires each regular part-time employee to indicate their availability to perform Relief Shifts for the Employer.**

**D.** \_\_\_\_\_ After the posted schedule, I am available for Relief Shifts.

**I understand my Employer can assign me to work the hours set out in Sections B at straight time rates except where overtime is required as per Article 31.01 (d). My Employer can also offer me Relief Shifts after the schedule has been posted under Section D.**

**Any periods of unavailability for the Part-Time Employee must be requested in writing; such request is subject to approval by the Employer. Upon approval, the revised availability will come into effect for the next applicable posted schedule.**

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer  
per \_\_\_\_\_

\_\_\_\_\_  
Date

**CC: Employee**

NOTE: This form is subject to revision by the Employer



**APPENDIX “D”**  
**Transitional Support Program**

**(NOTE: Expires October 31, 2011 unless extended by the Employer)**

***[Appendix “D” is not applicable to a Casual Employee]***

*Where the Employer accepts an offer from an employee to voluntarily sever his/her employment pursuant to Article 20.02, the following formula shall apply to determine the amount of their severance payment:*

The formula for determining the amount of the severance payment will be based on three (3) weeks of regular pay for each year of service to a maximum of 52 weeks of regular pay. The minimum payment for severance will be 8 weeks of regular pay.

*Where an employee has been given a lay-off notice, he/she may choose, at any step of the Lay-off Displacement Procedure in Article 21, to accept a severance determined in accordance with the above-noted formula.*

The following terms shall apply to all employees who accept a severance payment pursuant to this TSP:

All employees accepting severance payments under this TSP will resign, be required to sign a full release of all claims against the Employer, and forego any rights under the collective agreement including recall rights.

Severance payments shall be one lump sum payment or periodic installments whereby the employee will receive regular bi-weekly payments for the length of the specified severance period. The preferred option shall be determined by the employee and shall not be subject to change.

Employees accepting severance under this Program shall be permitted to continue their participation in the Group Life Insurance and Group Health Insurance Plans for the length of the severance payment period up to a maximum of 52 weeks. Insurance premiums will continue to be cost shared by the Employer and the employee in accordance with current arrangements. 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 premiums or where the employee wishes to increase the coverage from that currently being provided. Continued participation in the Pension Plan and Long Term Disability Plan is not permitted.

The employee's share of such premiums shall be deducted from the bi-weekly severance payments, or, where the employee opts to receive a lump sum form of payment and wishes to continue his/her participation in the Group Life Insurance and Group Health Insurance Plans, the full amount of their portion of benefit premiums for the entire severance period shall be deducted from their lump sum payment.

Employees who participate in the program will be eligible for a transition allowance up to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00) for the duration of the severance payment period. This sum may be utilized for one or a combination of the following:

- (a) Where employees are severed and are required to relocate to accept a position with another Employer that is located greater than 50 kilometers from the site of their previous usual work place, the terminated employee will be entitled to a relocation allowance of up to \$2,500 to assist in offsetting the cost of moving their household.
- (b) To cover the costs of participation in Employer-approved retraining programs or other authorized re-employment related expenses.

In all cases employees will require receipts for recovery of expenses.

Employees in receipt of a severance payment under this TSP are ineligible for re-employment with acute health care Employers in Nova Scotia (ie. Nova Scotia District Health Authorities and IWK Health Centre) within the paid severance payment period except where such employee agrees to provide re-payment through the hiring Employer. The repayment shall be of an amount equivalent to the remainder of the severance payment period.

The onus shall be on the severed employee to make the hiring acute health care Employer aware of the requirement to make arrangements for the repayment of remaining severance or to notify the original Employer of the hiring of the severed employee.

## APPENDIX "E"

### DEFERRED SALARY LEAVE PLAN

**(a) Purpose**

- (i) The Deferred Salary Leave Plan is established to afford Employees the opportunity of taking a self-funded leave of absence not to exceed twelve (12) consecutive months.
- (ii) When the 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.

**(b) Terms of Reference**

- (i) It is the intent of both the Union and the Employer that the quality and delivery of service to the public be maintained.
- (ii) 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 subject to the provisions of the Collective Agreement.
- (iii) Approval of applications under this Plan is subject to operational requirements and will not be unreasonably denied. Any permitted discretion allowed under this Plan will not be unreasonably exercised.

**(c) Eligibility**

Any Regular Employee is eligible to participate in the Plan except a Casual Employee.

**(d) Application**

- (i) An Employee must make written application to his/her Chief Executive Officer or his/her delegate at least three (3) calendar months in advance, requesting permission to participate in the Plan. A shorter period of notice may be accepted if deemed appropriate by the CEO or his/her delegate. Entry date into the Plan for deductions must commence at the beginning of a pay period.
- (ii) Written acceptance or denial of the request, with explanation, shall be forwarded to the Employee within two (2) calendar months of receipt of the written application.
- (iii) If after operational requirements are considered there is a conflict between two or more Employees, that conflict will be resolved on the basis of seniority.

**(e) Leave**

- (i) The period of leave as provided in the Income Tax Regulations will be a period from six (6) to twelve (12) consecutive months except in the case of educational leave where the minimum period is three (3) months.
- (ii) On return from leave, the Employee will be assigned to his/her same position unless:
  - (a) such position no longer exists, in which case, the Employee will be governed by the appropriate provisions of the Collective Agreement between CAW and the applicable Employer, or
  - (b) the Employee has accepted alternate employment with the Employer (eg. a promotion).
- (iii) Sub-section 6801 (i) (v) of the Income Tax Regulations states that after the leave the Employee is to return to his/her regular employment with the Employer or an Employer that participates in the same or a similar arrangement after the leave of absence for a period that is not less than the period of the leave of Absence.

**(f) Payment Formula and Leave of Absence**

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

- (i) During the deferral period of the Plan, preceding the period of the leave, the Employee will be paid a reduced percentage of his/her salary. The remaining percentage of salary will be deferred and placed in a trust account. The accumulated amount plus the interest earned shall be retained for the Employee in trust by the Employer to finance the period of leave. The money will not be accessible to the Employee until the leave period except as provided in Section (h).
- (ii) Income Tax and Canada Pension Plan contributions are to be withheld from the gross salary less the deferred amounts during the deferral period and from the deferred amounts when paid to the Employee during the period of leave. Employment Insurance premiums are to be based on the Employee's gross salary during the period of the deferral and no premiums are to be withheld from the deferred amounts when paid.
- (iii) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The Employer will consult with the financial institution maintaining the trust account to provide a rate of interest which is reflective of the nature of this plan. (eg. 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 trust 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. Even though the interest is accrued and is not paid to the

Employee until the period of leave, it must be reported as income on the Employee's T4 and is subject to tax withholdings in the taxation year it is earned during the deferral period.

- (iv) A yearly statement of the value of the Employee's trust account specifying the deferred amount and interest earned will be sent to the Employee, by the Employer.
- (v) The maximum length of the deferral period (the term during which the Employee has pay withheld to fund the leave period) will be six (6) years and the maximum deferred amount will be 33 1/3% of annual salary. The maximum length of any contract under the Plan will be seven (7) years.
- (vi) The Employee may arrange for any length of deferral period in accordance with the provisions set out under (f)(v).
- (vii) All deferred salary plus accrued interest shall be paid to the Employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employee and the Employer.

**(g) Benefits**

- (i) Deferral of salary will not alter the Employee's employment status. 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 he/she not been enrolled in the Plan.
- (ii) An Employee's benefits will, at his/her option, and subject to the specific provisions of the Plan(s) text, be maintained by the Employer during the Employee's leave of absence, however, all premium costs for such benefits shall be paid by the Employee during the leave.
- (iii) 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 he/she not been enrolled in the Plan.
- (iv) Subject to the provisions of the Pension Plan text, Pension Plan contributions shall continue during the leave period with the Employee and Employer each contributing its share and the period of leave shall be a period of pensionable service.
- (v) Pension Plan deductions shall be made on the salary the Employee would have received had he/she not entered the Plan or gone on leave.
- (vi) Sick leave will not be earned during the period of leave, however, accumulated sick leave to the commencement of the leave period will accrue to the Employee upon his/her return from the leave.
- (vii) The period of leave will be a period of service for the accumulation rate for retirement allowance and vacation.

- (viii) Vacation credits will not be earned during the period of leave; however, vacation earned up to the date of the deferred leave but unable to be taken prior to the date of the commencement of the leave period, will accrue to the Employee upon the Employee's return from the leave.
- (ix) Throughout the period of the leave of absence the Employee shall not receive any salary or wages from the Employer, or from any other person or partnership with whom the Employer does not deal at arm's length, other than
  - (A) the amount by which the Employee's salary or wage under the arrangement was deferred;
  - (B) the reasonable fringe benefits that the Employer usually pays into or on behalf of the Employee.

**(h) *Withdrawal***

- (i) 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.
- (ii) An Employee who is laid-off or has his/her employment terminated during the deferral period may withdraw from the Plan or leave the accumulated contributions plus interest in the fund pending the exhaustion of recall rights or possibility of reinstatement. In such case the Employer will continue as trustee for the deferred fund notwithstanding any termination of the employment relationship.
- (iii) In the event of withdrawal, the Employee shall be paid a lump sum equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible but not later than sixty (60) calendar days of withdrawal from the Plan.
- (iv) 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, but not later than two (2) pay periods following notice being given to the Employer.

**(i) *Written Contract***

- (i) All Employees will be required to sign the approved contract (annexed hereto) before enrolling in the Plan. The contract will set out all other terms of the Plan in accordance with the provisions set out herein.
- (ii) 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 subject to the Section f (v) of this Plan.

**DEFERRED SALARY PLAN APPLICATION AND CONTRACT**

**EMPLOYEE NAME:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**EMPLOYEE I.D.:** \_\_\_\_\_

**JOB TITLE/CLASS AND STEP/BIWEEKLY SALARY:** \_\_\_\_\_

I have read the terms and conditions of the Deferred Salary Plan and hereby agree to enter the Plan subject to said terms and conditions.

**APPLICATION**

1. I wish to enroll in the Deferred Salary Plan with salary deferral commencing with the \_\_\_\_\_ to \_\_\_\_\_ pay period and continue for a \_\_\_\_ year period.  
(y/m/d) (y/m/d)
2. I shall take my leave of absence from \_\_\_\_\_ to \_\_\_\_\_.  
(y/m/d) (y/m/d)

**FINANCIAL ARRANGEMENTS**

The financing of my participation in the Deferred Salary Plan shall be according to the following schedule:

1. I wish to defer a percentage of each of my salary payments for the next \_\_\_\_ years in accordance with this schedule:  
Months \_\_\_\_\_%    Months \_\_\_\_\_%    Months \_\_\_\_\_%  
Months \_\_\_\_\_%    Months \_\_\_\_\_%    Months \_\_\_\_\_%.
2. Annually, the Employer shall provide me with a statement of the status of my account.
3. All deferred salary plus interest held in trust shall be paid to the Employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employee and the Employer.

**ADDITIONAL COMMENTS**

**CONTRACT APPROVAL**

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
CEO or Delegate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department of Human Resources

\_\_\_\_\_  
Date

**APPENDIX "F"**  
**MEMORANDUM OF AGREEMENT**  
**Parity Maintenance**

The following provisions shall be added as a Memorandum of Agreement:

**1. Where classification matches DO exist:**

Following completion of the classification review process for the respective Bargaining Unit as currently underway at the Capital District Health Authority ("CDHA"), each respective Employer (District Health Authority; DHA) as listed above, will maintain wage parity between classifications at the respective DHA and his/her matched counterparts at the CDHA as determined in the classification matching process recently concluded between the parties (settlement November 1<sup>st</sup>, 1997 - March 31<sup>st</sup>, 2001).

This process will apply to the Employees within a respective Bargaining Unit.

**2. Where classification matches DO NOT exist:**

Following completion of the classification review process at the CDHA, the parties will identify those DHA classifications in the Bargaining Units which were not able to be matched in the process recently concluded between the parties (settlement November 1<sup>st</sup>, 1997 - March 31<sup>st</sup>, 2001).

The DHA classification(s) in question will be presented to the CDHA Job Evaluation Steering Committee for evaluation by one (1) representative of the respective DHA and one (1) representative from CAW.

The role of the CDHA Job Evaluation Steering Committee shall be limited to performing an evaluation of the position as presented.

**3. Pay Plan Implementation**

Upon completion of the parity matching process a new pay plan shall be implemented for the affected classification(s). The new wage levels for respective Employees shall be brought into effect in the following stages:

**Phase 1: February 1, 2002** - 50% of the amount of any disparity in existence as of that date; and,  
**Phase 2: September 1, 2002** - an adjustment equal to the amount of any disparity in existence as of that date.

(a) **Present Incumbent Only** - where existing pay rate exceeds applicable classification match rate.

Upon implementation of the new pay plan, (resulting from the Job Evaluation review process at the CDHA) CAW Employees who would otherwise incur a salary reduction, shall be granted "PIO" (Present Incumbent Only) status but 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. For clarity, as of April 2<sup>nd</sup>, 2003, the Employee's pay would be frozen for the purposes of the further economic adjustments (should such become subsequently payable) but the Employee shall continue to receive increments up to the maximum for the Employee's original scale until such time as the rates are corrected.

(b) Positions previously matched between CAW and the QEII during the recently completed classification matching process are deemed matched and are not subject to further review.

(c) Positions which were negotiated during the wage parity process are deemed correct. However; the Union may raise a request to have the previously negotiated rate reviewed by the CDHA committee. Such request must arise within ninety (90) days of receiving the results of the completed CDHA J.E. process.

(d) Where a position within CAW, following the signing date significantly (substantially) changes, the position shall be eligible for review by the CDHA Committee.

Prior to any application of this provision, the parties will set the criteria necessary to be met by the Union/Employee in order to establish significant (substantial) change as is needed to warrant a review. Furthermore the parties will agree on the process to have the matter reviewed by the CDHA Committee.



The date that the position is formally raised in writing to the Employer claiming a significant (substantial) change in his/her position, which has occurred subsequent to the signing date, shall become the date for pay adjustment under this provision.

- i) the Parties will set the criteria necessary to be met by the Union / Employee in order to establish significant (substantial) change.

Prior to a matter being presented to the CDHA Committee, the following is required:

- a) the Employee and Union shall first present a description of his/her current position outlining the "core duties" as agreed within the classification matching process of 1997 - 2001;
- b) the Employee and Union shall present to the Employee's Immediate Management Supervisor his/her request for a classification review. They shall demonstrate that the requirements of the Employee's current position support that a "significant (substantial) change" in the core duties has occurred since the signing date; and;
- c) the Employee's Immediate Management Supervisor must verify that the description of the Employee's current duties is correct.

In the event that the Employee and the Union are not satisfied with the position taken by the Immediate Management Supervisor, the matter can be referred to the Manager to whom the Supervisor reports in the Employer organization.

This Manager shall meet, if so requested, with the Union representative and the Employee to discuss and clarify the actual duties and responsibilities of the Employee in his/her current position.

- ii) The Employer may, at any time following the signing date, direct a request for a review of a position by the Committee provided that the position significantly (substantially) changes.
- iii) The parties will agree on the process to have the matter reviewed by the CDHA Committee.

This shall involve consultation with the CDHA and occur subsequent to the establishing of the CDHA Committee and subsequent to the implementation of the new Pay Plan within the CDHA.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this **28<sup>th</sup>** day of **October, 2002**.

**Cape Breton District  
Health Authority**

**John Theriault**

**Bruce Buchanan**

**James MacLellan**

**National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada):**

**Cecil Snow**

**Linda MacNeil**

**Chris Redquest**

**Charlie MacLellan**

**D. Victor Tomiczek**

**Susan Burrows**

## » APPENDIX “G”

### RETIREE BENEFITS

Effective the date of ratification, the Employer agrees to provide a monthly amount towards the monthly premium cost equal to 65% of the cost of the premiums in effect as of the date of ratification of the current NSAHO Retiree Health Plan for those employees who retire on or after April 1, 2006 and who meet the eligibility requirements as outlined below.

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

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

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

#### Eligibility

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

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

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

**APPENDIX “H”  
MEMORANDUM OF AGREEMENT**

**Re: Classification Groupings for Cape Breton District Health Authority**

The Classification Groupings are established based on existing classifications and duties. It is understood that not all classifications exist in all sites.

The Groups do not include the Lead Hand or Working Supervisor designations.

- **Employees will be considered to be a single classification in the application of lay off and recall in Article 21.**
  - **Employees within a Group may or may not have the threshold abilities for other classifications within the Group in the application of lay off and recall in Article 21.**
- 

**Maintenance I      Group includes existing classifications providing services at an entry level without certifications / licenses.**

Classifications included:

- Maintenance Man I
  - Night Watchman
- 

**Maintenance II      Group includes existing classifications providing services above Maintenance I and may have certifications / licenses.**

Classifications included:

- Maintenance Man II BST Class
  - Maintenance Man Non-Trades
  - Painters
- 

**Maintenance III      Group includes existing classifications providing services above Maintenance II and requires non-compulsory certifications / licenses.**

Classifications included:

- Carpenters
  - Painter / Plaster
  - Sheet Metal Mechanic
-

**Maintenance IV**      **Group includes existing classifications providing services above Maintenance III and requires compulsory certifications / licenses.**

Classifications included:

- Fourth Class Power Engineer
  - Third Class Power Engineer
  - Second Class Power Engineer
  - Electrical Technologists
  - Journeyman Tradesman (Electrician, Plumber)
- 

**Patient Support Worker I**      **Group includes existing classifications providing services at entry level without certifications / licenses.**

Classifications included:

- Utility Worker Food Service
  - Utility Worker Environmental Services
  - Porter
  - Linen Transporter Worker
  - Diet Aide
- 

**Patient Support Worker II**      **Group includes existing classifications providing services above entry level and may require certifications / licenses.**

Classifications included:

- Laundry Worker Washerman
  - Laundry Driver
  - Seamstress
  - Laundry Worker Combo
  - Bus Driver
  - Driver Food Services
  - Cashier (Coffee Cart)
  - Cook's Helper
- 

**Patient Support Worker III**      **Group includes existing classifications providing services above level II and may require certification / license.**

Classifications included:

- 
- 

**Cook**      **Group includes all cooks.**

Classifications included:

- Cook 1
- Cook 2
- Cook 3 (Journeyman)

## APPENDIX "I"

### MEMORANDUM OF AGREEMENT

#### Market-based Adjustments

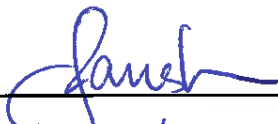

- 1) Where the Employer determines that, due to shortages within the labour market, a recruitment and/or retention problem exists with respect to a particular classification or group of classifications within the Bargaining Unit, the following procedure will be utilized:
  - (a) the Employer will consult with the Union regarding the situation and provide the Union with information supporting its conclusion that such a market problem does exist, along with its position in relation to the amount and the time period for any proposed supplement to the wage level; and
  - (b) the Union will be provided with an opportunity to make representations and provide any additional information concerning the situation.
- 2) Upon completion of this consultation process the Employer may implement a special market-based adjustment in respect of the classification(s) in question. Such adjustments will be paid on a bi-weekly basis for a defined period of time.
- 3) Any market-based adjustment will be pro-rated according to designation for Regular Part-Time positions and for designation and duration for temporary 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 District Health Authority by CAW 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 calculated as a minimum payable on the basis of two (2) shifts per week (40%) and subsequently paid as a supplement to the daily rate applicable to the classification of the Casual Employee. A quarterly review of time actually worked (excluding overtime) will be undertaken and any shifts worked beyond two (2) shifts per week (40 %) would have a retroactive adjustment applied on a shift worked basis.
- 11) For Part-Time Employees, the market-based adjustment will be paid based on his/her designation and his/her regularly scheduled shifts. Any extra shifts beyond the Part-Time FTE designation, excluding overtime hours, will be reviewed quarterly and paid on the same basis as the Casual worker.
- 12) The 11% in lieu of benefits that is paid to Casuals shall be calculated on the base pay plus market-based adjustment.
- 13) The existence of the market-based adjustment does not prevent the Union from negotiating increases in compensation and benefits in accordance with the Collective Agreement. Nor does the existence of the market-based adjustment prevent the Union from pursuing classification issues during the life of the market-based adjustment.

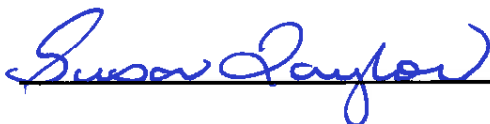

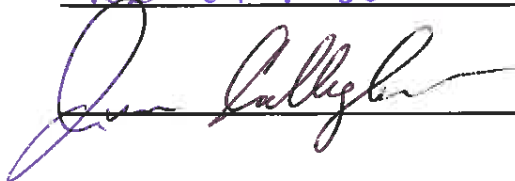
**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this 17<sup>th</sup> day of August, 2012.

**SIGNED ON BEHALF OF:**

**Cape Breton District  
Health Authority:**

  
  
 \_\_\_\_\_

**National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada):**

  
  
  
 \_\_\_\_\_

## **APPENDIX “J”**

### **MEMORANDUM OF AGREEMENT**

#### **PROVINCIAL GROUP BENEFITS COMMITTEE**

A Provincial Group Benefits Committee will be constituted to provide advice and make recommendations regarding the group benefit plan administered by NSAHO (this does not include the LTD plan). The committee shall be comprised of representatives of both unions and employers, as follows:

Four union representatives - each of the four major unions (CUPE, CAW, NSNU and NSGEU) will select a representative;

Four employer representatives - these will be selected from both acute care and continuing care employers;

A representative from the NSAHO Group Benefits Service will participate in the committee on an ex-officio basis.

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.

Following its formation, the Provincial Group Benefits Committee will meet to formulate terms of reference for its operation, including the terms of any process to be used to resolve issues which cannot be resolved through consensus among members of the 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 to benefits, the matter will be referred to the Provincial Group Benefits Committee for determination. The Provincial Group Benefits 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.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this 17<sup>th</sup> day of August, 2012.

**SIGNED ON BEHALF OF:**

**Cape Breton District  
Health Authority:**

**National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada):**

James  
Kevin Hoopes  
\_\_\_\_\_

Susan Taylor  
Brian Moore  
\_\_\_\_\_  
\_\_\_\_\_



**APPENDIX "K"**

**MEMORANDUM OF AGREEMENT**

Between:

**CAPE BRETON DISTRICT HEALTH AUTHORITY**

(The "Employer")

- and -

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
and GENERAL WORKERS UNION OF CANADA**

**LOCAL 4603 (Service Bargaining Unit)**

(The "Union")

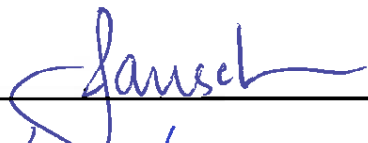

**WHEREAS** the Parties agree that historically within the CAW and CUPE bargaining units there are classifications that involve trucking type duties.

**NOW THEREFORE** the Parties agree to the following:


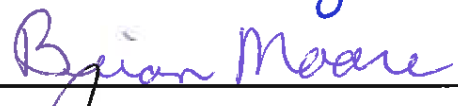

1. The Parties to this Agreement shall meet within 60 days of the signing of this Agreement to discuss the classifications that involve trucking type duties in order to determine the appropriate bargaining unit for such classifications. A CUPE representative will be invited to attend at that meeting.
2. Any decision will require the joint agreement of the Employer, CAW, and CUPE.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this 17<sup>th</sup> day of August, 2012.

**Cape Breton District  
Health Authority:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada):**

  
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\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX "L"**

**MEMORANDUM OF AGREEMENT**

Between:

**CAPE BRETON DISTRICT HEALTH AUTHORITY**

(The "Employer")

- and -

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
and GENERAL WORKERS UNION OF CANADA**

**LOCAL 4603 (Service Bargaining Unit)**

(The "Union")

**Market Adjustment for HVAC Technician**

As per the current collective agreement, expiring March 31, 2009 between the Cape Breton District Health Authority ("the Employer") and the Canadian Autoworkers Union Local 4603 ("the Union"), Appendix "I" provides an means to address shortages in the labour market that are contributing to recruitment or retention problems for the Employer,

To that end the parties agree to the following terms and conditions for a market based adjustment for the HVAC Technician employed with the Cape Breton District Health Authority:

1. The market adjustment is for a three year period, effective October 1, 2007 until September 30, 2010.
2. All terms and conditions of "Appendix "I" of the collective agreement will remain in effect.
3. The market adjustment is will be \$6,000 per year, and will be paid on a bi-weekly basis in the amount of \$230.77.
4. At the end of the three year period the Employer will review circumstances at that time and will decide if the market adjustment will continue.

For the Union: **Jim Callaghan**

For the Employer: **Bruce Buchanan**

Dated: **December 15<sup>th</sup>, 2007**, Sydney, Nova Scotia.

» APPENDIX "M"

MEMORANDUM OF AGREEMENT

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4603

RE: Letters of Appointment

If an employee is appointed to a new position and the Employer has confirmed the terms of the appointment in writing, the Employer will copy the Union on such correspondence.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by hand of their duly authorized officers, this 17<sup>th</sup> day of August, 2012

Cape Breton District  
Health Authority:

James  
Kenn Hogg  
\_\_\_\_\_

National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW - Canada):

Susan Taylor  
Bruce Meare  
\_\_\_\_\_  
\_\_\_\_\_

» APPENDIX "N"

LETTER OF UNDERSTANDING

BETWEEN:

Cape Breton District Health Authority (DHA 8)

AND

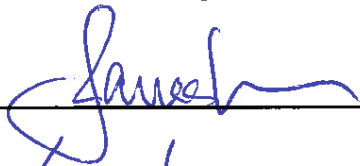

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4603

RE: Emergency Room Porter

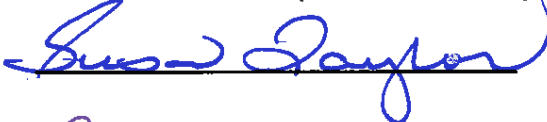
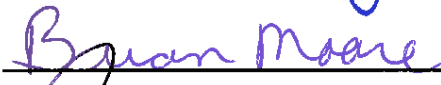
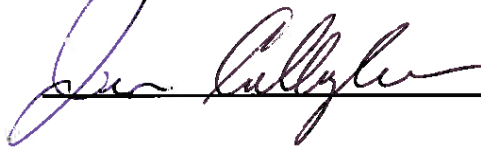
The Parties shall refer the Emergency Room Porter classification to the Salary Administration services at Health Association Nova Scotia to determine whether it is matched to its CDHA counterpart. The parties shall meet and discuss appropriate steps to take as a result of the review. This review will commence within 90 days of ratification.

IN WITNESS WHEREOF, the Parties hereto have executed this Letter of Understanding by hand of their duly authorized officers, this 17<sup>th</sup> day of August, 2012

Cape Breton District Health Authority:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada):

  
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## ***SOLIDARITY FOREVER***

*When the union's inspiration through the workers' blood shall run,  
There can be no power greater anywhere beneath the sun.  
Yet what force on earth is weaker than the feeble strength of one?  
For the union makes us strong.*

***SOLIDARITY FOREVER!  
SOLIDARITY FOREVER!  
SOLIDARITY FOREVER!  
FOR THE UNION MAKES US STRONG.***

*They have taken untold millions that they never toiled to earn,  
But without our brain and muscle not a single wheel could turn.  
We can break their haughty power; gain our freedom when we learn  
That the union makes us strong.*

### ***CHORUS:***

*In our hands is placed a power greater than their hoarded gold,  
Greater than the might of armies magnified a thousand fold.  
We can bring to birth a new world from the ashes of the old,  
For the union makes us strong.*

### ***CHORUS:***

*We're the women of the union, and we know just how to fight,  
We know about women's issues, and we know about women's rights.  
We're prepared to fight for freedom; we're prepared to stand our ground,  
Women make the union strong.*

### ***CHORUS:***

***SOLIDARITY FOREVER!  
SOLIDARITY FOREVER!  
SOLIDARITY FOREVER!  
WOMEN MAKE THE UNION STRONG.***